

Bhubaneswar Municipal Corporation

**Request for Proposal (RFP)
for
Comprehensive Consultancy
Services for North Zone Office
Building Design**



**Vivekananda Marg
Near Kalpana Square
Bhubaneswar- 751014**

REQUEST FOR PROPOSAL FOR NORTH ZONE OFFICE BUILDING

Name of Project: Comprehensive Consultancy Services for North Zone Office Building Design

NIT/RFP No.:

Contract Period: 27 Months (3 months for Planning, Designing and 12 months for Development + 12 months defect liability period)

This bid document contains 111 pages from 01 to 111 including the cover & last page

APPROVED

**CITY ENGINEER,
BHUBANESWAR MUNICIPAL CORPORATION,
BHUBANESWAR**

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CHAPTER 1
LETTER INVITING
PROPOSAL

CHAPTER-1

Letter inviting proposal

Request for Proposal

Index No. XXIXVI-P.N. (Div.-I) File No. 1487/2016

To,
All Empanelled Architects (A, B & C category)
BDA/BMC

Sub: Request for Proposal for **“Comprehensive Consultancy Services for North Zone Office Building Design”**.

City Engineer, Bhubaneswar Municipal Corporation invites on behalf of Commissioner, Bhubaneswar Municipal Corporation, bids in two bids system (i.e. Financial Bid and Technical Bid) from all BDA empaneled architects for the work of “Comprehensive Consultancy Services for North Zone Office Building Design”.

RFP/NIT No. **29276 dated 08/12/2017.**

Pre bid conference date: **22nd December** at **11 am**. Last date & time of submission of bid through courier is **27th December** up to **5:00 P.M.** Technical and Financial bid submissions are to be made in hardcopy in separate sealed envelopes.

The Bid document and other details can be seen and downloaded from **11th December, 2017** onwards until **25th December, 2017**, on the website:

<http://bmc.gov.in/>

City Engineer
Bhubaneswar Municipal Corporation

Memo No. _____ Dt. _____
Copy submitted to PA to Commissioner for kind information of Commissioner.

City Engineer
Bhubaneswar Municipal Corporation

CHAPTER 2

REQUEST FOR PROPOSAL FOR COMPREHENSIVE CONSULTANCY SERVICES

CHAPTER-2

BHUBANESWAR MUNICIPAL CORPORATION

REQUEST FOR PROPOSAL FOR COMPREHENSIVE CONSULTANCY SERVICES

City Engineer, Bhubaneswar Municipal Corporation invites on behalf of Commissioner, Bhubaneswar Municipal Corporation, online bids in two bid system (i.e. Technical bid & Financial bid) from the eligible and reputed Architectural Consultancy firms for the following work:-

RFP No.	
Name of work	Comprehensive Consultancy Service for North Zone Office Building Design
Time allowed for completion of work.	27 Months (3 months for Planning, Designing, 12 months for Development, and 12 months for defect liability period)
Last Date and time of submission bids	Up to 17:00 hours on _____
Date of Pre-bid Meeting	At _____ hours on _____ in the Conference room Bhubaneswar Municipal Corporation, Vivekananda Marg, Near Kalpana Square, Bhubaneswar- 751014
Date of opening Technical Bid Stage-I	At _____ hours on _____
Date of Technical Bid Stage-II: Presentation	Presentation to be made by qualified Bidders in Stage-I of Technical Bid as per laid down (Date and Venue to be informed later)
Validity of Bid	30 (Thirty) days from the date of opening of Financial bid.
Bid documents	Bid documents can be seen on the website: http://bmc.gov.in/ and are to be submitted (Hard Copy) along with requisite documents.
Opening of Financial Bids of Technically qualified Bidders	To be opened of those Bidders who qualify as per laid down parameters in Technical Bid Stage-I and Stage-II- (Date and time to be informed later)
Address and Venue of submission of bids	O/o CITY ENGINEER, Bhubaneswar Municipal Corporation, Vivekananda Marg, Near Kalpana Square, Bhubaneswar- 751014
Last Date & Time of submission of hard copy of all uploaded documents (attested by Gazetted Officer /Notarized)	At _____ hours on _____

**To be filled in by City Engineer

CHAPTER 3

INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR TENDERING & SUBMISSION OF DOCUMENTS

CHAPTER-3

INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR TENDERING & SUBMISSION OF DOCUMENTS

1.0 INTRODUCTION:-

Proposals under two bids system in the prescribed forms are invited, from the eligible Bidders having experience of providing Comprehensive Consultancy services for a similar project of administrative/office during the last 07 years ending previous day of last date of submission of tender. **A similar project here means "Comprehensive Consultancy Services for planning and designing of Campuses for Administrative Building, Office Building, Universities and Higher Education Institutions or research and development institutions having Institutional Buildings, Auditoria and Residential Colonies etc. with all internal and external services."**

Eligibility of bidding agencies shall be evaluated on the basis of their overall past performance, experience of similar projects, available technical manpower and their qualification and experience. The Bidders are requested to submit correct information and give documentary evidence duly certified in support of the information required vide para 5.1 of this chapter. **It may be noted that Consortium and joint ventures of bidders are not allowed to participate in the bidding of this consultancy work.**

2.0 Broad Scope of Consultancy Services

Consultancy services will consist of making Architectural & structural designs, formulating schemes/designs for internal and external services including Civil works, Interior Design, Mechanical works, Art works, Landscaping, Horticulture and Electrical works etc. including preparation of drawings as per details given in the Chapter-6. The Consultant has to prepare a Master Plan, schemes, designs and drawings of new proposed structures and services on a total plot area as per guidelines of Bhubaneswar Development Authority (Planning & Building Standards) Regulations- 2008.

In addition to above, the scope of work includes obtaining all required approvals and clearances for commencing the construction works including NOC for the schemes and designs of firefighting, Water Supply, Drainage and all other services.

At any time before the submission of proposals, the BMC may, for any reason, whether at its own initiative or in response to a clarification requested by an invited bidding firm, modify the Documents by suitable amendments. The amendments shall be sent in writing or by facsimile/email to all the firms invited to submit proposal and will be binding on them. The BMC may, at its discretion, extend the deadline for the submission of proposals.

3.0 Local Conditions and Preliminary Costs

- (a) Each Bidder should fully acquaint himself of all local conditions, local bye laws and factors, details of ownership of the said plot of land which may have any effect on the execution of services covered under this document and specifications. It must be understood and agreed that all the factors have properly been investigated and considered by the Bidders before submitting the proposals. BMC will not entertain any claim or financial adjustment or modifications in time schedule which arise due to inadequate appreciation by the Bidder at the time of submission of bid. The bidders of strongly advised to inspect the site and assess all site conditions including geotechnical conditions.
- (b) All costs of preparing the proposals, presentations including site visits etc. shall be borne by the Bidders. No claim would be accepted at a later date arising out of inadequate assessment of site conditions/requirements.

4.0 Time schedule

Time for completion of project will be 27 months including 12 months for defect liability period. The basic consideration and the essence of the contract shall be adherence to the time schedule for performing the Comprehensive Consultancy services for developing the new campus of North Zone Office Building. The time schedule of stage wise activities of consultants is given in clause 3.10 of 'Chapter-6: Terms of Reference' contained in this document.

5.0 Technical Bid

The Technical Bid submitted furnished by the bidder should duly consider the requirements as per Chapter-6: Terms of Reference and Chapter-8: Conditions of Contract. If in the view of the bidder, any further activity/activities are needed, which are essential for accomplishment of the job, the same should be highlighted in the technical proposal and included in the lump sum fee to be quoted by Bidder in the Financial Bid.

For submitting the conceptual scheme and basic design concept as per permissible design parameters, bye-laws, all government gazette notifications, statutory regulations and guidelines and sound engineering practice shall be followed.

The formats for submission are enclosed in this document as Annexure to help the Bidders in

5.1 List of Documents for Technical Bid to be submitted in hard copy

The following documents and/ or affidavit should be duly attested and scanned copies submitted in a separate Envelope with the heading "**Technical Bid Submission**" to BMC addressed to the office of City Engineer, Bhubaneswar Municipal Corporation, Vivekananda Marg, Near Kalpana Square, Bhubaneswar- 751014 on _____ up to 5.00 PM as detailed below:

- I. Details of the experience of the bidder (Annexure- A, B, C, D)
- II. Organizational description and details of the Bidder's firm (Annexure-E)
- III. Details of Key Personnel proposed to be deployed on this project (Annexure-F)

- IV. Organization Structure and Capability of the bidder (Annexure-G)
- V. Integrity Pact (Annexure-H)
- VI. Integrity Agreement (Annexure-I)
- VII. Affidavit for similar work experience (Annexure -J)
- VIII. Curriculum Vitae for each staff member including the Lead Architect/ Team leader to be deployed on the work (Annexure-K).
- IX. Abstract of Consultancy Fee (Annexure-M)-**To be submitted.**
- X. Pan Card issued by Income Tax Department.
- XII. Certificate of Registration for service tax and acknowledgement of up to date filled return, if required as per notification no. 06/2015-Service Tax dt. 01.03.2015 of department of Revenue, M/o Finance.
- XIII. Details of Financial turnover for last five financial years supported by copies of balance sheet and Income & Expenses Account authenticated by auditor.
- XIV. Copy of registration of firms/associated firm (as partner or employee) with Council of Architecture.
- XV. Proof of BDA empanelment as an Architect.
- XVI. Proof of gross receipt of annual fee of Rs. 50.00 Lakh (Rs. Fifty Lakhs) in each of preceding three financial years ending 31.03.2017 authenticated by auditor.
- XVII. Copy of audited Profit and Loss statement for the preceding five years ending 31st March, 2017.
- XVIII. Conceptual scheme including the methodology proposed for performing the assignment demonstrating the Bidder's knowledge of the project requirements and understanding of the requisite tasks as set forth in the terms of reference.
- XIX. 3D model of the overall scheme*
- XX. Drawings*/ Master Plan*/ landscape Plan*
- XXI. A detailed report on bidder's visualization of the Project*
- XXII. An affidavit declaring that the bidder has not been debarred/restrained/ black listed by any Central Govt. / State Govt. agency/Autonomous body of the Central or State Govt./PSU etc.

Note-1 (*): For Documents in Clause 5.1.XIX, 5.1.XX and 5.1.XXI:-

Since only those Bidders who qualify in Technical Bid (Stage-I), as per laid down parameters, will be invited for making presentation before a Jury, therefore, the Bidders shall submit the drawings, physical model and any other information, as mentioned as at clause 5.1 XIX, XX and XXI above at the time of Presentation before the Jury i.e. as a part of Technical Bid (Stage-II). Only those bidders who qualify in the Technical Bid (Stage-I) will be informed about the date and time of presentation before the Jury.

5.2 Presentation of Project – Technical Bid (Stage-II)

All those Bidders, who qualify in Technical Bid Stage-I will make a presentation of Conceptual Scheme as per the laid down guidelines in Technical Bid (Stage-II) before the Jury constituted by BMC. **The Bidders are strongly advised to visit the site and ascertain all facts of the said plot of land. The bidders are required to prepare their conceptual scheme taking into account the details.**

The presentation shall cover, in sufficient detail, the appreciation of the project, Proposed Conceptual Scheme, methodology of planning, and conceptual structural design along with physical model and the Proposed organizational structure for coordination, monitoring and reporting of the project activities including responding to queries/question raised by BMC, work

program, etc. The objective of presentation is to evaluate the Bidder regarding their understanding and preparedness for the assignment as well as evaluation of their concept scheme and get clarifications, if any, as required by BMC.

6.0 Financial Bid

The Consultancy Fee shall be for the total Scope of Comprehensive Consultancy Services as detailed in the Chapter-7 including any other additional activities as felt necessary by BMC for completing the project in all respects. The Financial Bid shall also include the cost of all visits of the Consultant and their Associates/Employees to site of work for the preparation of the scheme and approval by all respective agencies/local bodies and also during the construction as and when required by the City Engineer, in addition to the cost of making presentation before BMC and preparing 3D model or to any other body on behalf of BMC at any time during the construction.

The Bidders are required to quote fee inclusive of all prevailing taxes and levies except the statutory service tax for the consultancy services in the prescribed format. The statutory service tax as applicable shall be reimbursed separately, on actual basis. The quoted fee of this consultancy agreement will not be increased either due to cost overrun of main project, extension of time or due to any reason whatsoever. The detailed conditions may be seen in Chapter-7- Fee for Comprehensive Consultancy Services. **Bidders should quote their lump sum fee in the schedule given as per Annexure-M.** Financial bids are to be separate sealed envelope with the heading "Financial Bid Submission" and couriered to BMC addressed to the office of City Engineer, Bhubaneswar Municipal Corporation, Vivekananda Marg, Near Kalpana Square, Bhubaneswar- 751014 on _____ by 5.00 PM.

7.0 Language of Bids

All information in the bid shall be in English.

8.0 Signature of Bidder

The bid must contain the name and place of business of the Bidder. If the Bidder is a partnership firm or a company, an authorized person must sign the bid with seal of the organization. Significant evidence of authority of the person signing on behalf of the Bidder shall be furnished with the bid. All the pages of this offer document must be initialled/signed and submitted to BMC within the stipulated date of submission of bids.

9.0 Validity

The offer shall remain valid for a period of 30 (Thirty) days from the date of opening of financial bid. The overall offer including personnel proposed for the assignment as well as quoted fees shall remain unchanged during the period of validity.

10.0 The bid submitted shall become invalid if:

- i. The Bidder is found ineligible.
- ii. The Bidder does not submit all the documents (including Service Tax registration) as stipulated in the bid document.

iii. If any discrepancy is noticed in the documents submitted physically by all Bidders in the office of tender opening authority.

11.0 BMC reserves the right to reject any prospective application without assigning any reason and to restrict the list of qualified Bidders to any number deemed suitable by it, if too many bids are received satisfying the laid down criterion.

12.0 In addition to the above, all Technical bid documents should be submitted in original/ attested (as applicable) in the office of City Engineer, Vivekananda Marg, Near Kalpana Square, Bhubaneswar- 751014 by prescribed date & time.

15.0 The last date and time of submission of bid, and other documents is up to 17:00 hours on _____.

Note: **to be filled by CE,

**City Engineer
Bhubaneswar Municipal Corporation**

CHAPTER 4

TECHNICAL BID (STAGE-I) AND PRESENTATION (TECHNICAL BID STAGE-II) - PROCESS AND EVALUATION

CHAPTER 4

TECHNICAL BID (STAGE-I) AND PRESENTATION (TECHNICAL BID STAGE-II) - PROCESS AND EVALUATION

(A) OVERALL EVALUATION PROCESS & SELECTION OF CONSULTANT

The bids from the Bidders are invited for providing Comprehensive Consultancy Services for planning, designing and development of North Zone Office Building in a Two-bid system consisting of Technical Bid and Financial Bid. The weightage of Technical Bid and Financial Bid will be 70% and 30% respectively in the selection process of the Consultant. Further, the Technical Bid is divided into 2 components i.e. Technical Bid Stage-I (documents for eligibility, experience and organization structure) & Technical Bid Stage-II (Conceptual Plan, design schemes and a presentation before Jury. The Technical Bid will have a weightage of 70% in overall final score divided into 20% and 50% weightage for Technical Bid Stage-I and Technical Bid Stage-II respectively. The Financial Bid will have a weightage of 30% in the overall final score.

The eligibility criteria for Consultants participating in the selection process are laid down below in Section-B of this Chapter. The Bidders will be evaluated for Technical Bid as per the criteria contained in Section-B of this chapter. Financial bids of the participating firms will be evaluated based on the criteria and procedure contained in Section-C i.e. '**Financial Bid Evaluation**'. Marks will be given during the evaluation of Technical and Financial Bid as detailed in the following sections of this chapter. A Bidder scoring the highest marks after the evaluation of Technical Bid Stage-I, Technical Bid Stage-II and Financial Bid will be qualified for providing Comprehensive Consultancy Services for the project.

(B) TECHNICAL BID EVALUATION

The Consultant eligible for participation will be evaluated based on their experience, organization structure and capability in Technical Bid Stage-I. An eligible Bidder in Technical Bid-I must score a minimum of 60% (sixty percent) of marks in aggregate so that they could qualify to participate in Technical Bid Stage-II.

B.1 ELIGIBILITY CRITERION FOR TECHNICAL BID (STAGE-I)

All Bidders have to fulfil the following conditions of eligibility before they are considered for Evaluation under Technical Bid (Stage-I):

B.1.1 Experience of Similar Projects

The Bidder should have satisfactorily completed minimum one similar project of the value Rs.3 crore or two similar projects of value Rs.2 crore each or 1 similar projects of the value Rs.1 crore each during the last 07 years ending previous day of last date of submission of tender. **Alternatively**, the bidder should have completed at least one similar project with minimum built up area of 1,500 sq. m. or two similar projects with minimum built up area of 800 sq. m. each or three similar projects with minimum built up area of 500 sq. m. each during the last 07 years ending previous day of last date of submission of tender. **A similar project here means "Comprehensive Consultancy Services for planning and designing of Campuses for Administrative/Office Buildings, Universities and Higher Education Institutions or research and development institutions having Institutional Buildings, Auditoria and Residential Colonies with all internal and external services."**

Note:

- (i) The bidder is required to confirm that the similar completed works during the last 7 years have been executed by him independently and not got executed through another consultant on back to back basis as per Annexure-J.
- (ii) The value of similar completed projects during the last 7 years as mentioned above shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum; calculated from the date of completion previous day of last date of submission of tender.
- (iii) The built up areas to be considered in similar works for prequalification will exclude sheds or godowns or semi-permanent structures etc.
- (iv) The satisfactorily completed certificate of the similar works from an authority not below the rank of Executive Engineer or equivalent. The certificate should include the value of the project stating cost of overall project with details, year of completion and time over-run if any.
- (v) The cost of the projects shall not include the cost of land, godowns and semi-permanent structures for the purpose of eligibility.
- (vi) Particulars of completed projects and performance of the Bidder duly authenticated/certified by an officer not below the rank of Executive Engineer or equivalent should be furnished separately for each project completed or in progress as per Annexure – D.

B.1.2 Minimum Overall Experience

The overall experience of the firm should not be less than 10 years on previous day of last date of submission of tender. This means that the firms should be in practice and providing consultancy services for a minimum period of last 10 years. A list of the major and important works designed by the firm since its inception may be given in Form-C of Annexure.

Further, if the Bidder has been debarred/ restrained/ black listed by any Central Govt. / State Govt. agency/Autonomous body of the Central or State Govt./ PSU etc. in the past from providing consultancy services then he will not be eligible to participate in the bidding process for selection of Consultant.

B.1.3 Profit Loss Criteria

The bidder should not have incurred any loss (profit after tax should be positive) in more than two years during the last five years ending 31st March 2017.

B.1.4 Annual Fees

The bidder's Gross receipt of annual fee in each of last three years should not be less than Rs. 1 Crore ending up to 31.03.2017.

B.1.5 Registration with Council of Architecture, LEED, TERI GRIHA

The firms/associated firm (as partner or employee) should be registered with the Council of Architecture. Partner or employee of the firm must be empanelled with BDA.

The bidder should having at least one of the team members as GRIHA/ LEED Accredited Professional or shall have to associate with GRIHA/LEED accredited professional will have added advantage.

B.2 SUBMISSION OF OTHER DETAILS/ DOCUMENTS ALONG WITH TECHNICAL BID (STAGE-I)

B.2.1 Organizational Structure and Capability- Proposed Team for the Assignment

The Bidders are expected to have capability in all the disciplines of consultancy work required for developing the new North Zone Office Building for BMC. The bidder will be required to give a list of disciplines for which they have in-house capability available for planning and developing as per Annexure-F (A). **In case the Bidder proposes to hire the services of any Expert as Sub- Consultant for a particular field of expertise then these details shall be given along with the bid document as per Annexure-F (B).**

B.3 EVALUATION CRITERIA FOR TECHNICAL BID (STAGE-I)

In the Technical Bid (Stage-I), Bidders will be evaluated by BMC in the following manner:

B.3.1 The initial criteria prescribed in **Section B.1** above in respect of experience of similar type of projects completed along with documents as per **Section B.2** for organizational structure and overall experience will be scrutinized for determining the Bidders' eligibility for consideration.

B.3.2 The Bidders qualifying the criteria as set out in the Section **B.1.1** above will be evaluated by scoring method on the basis of details furnished by them as below:

TABLE 1

I	Experience of similar projects completed during the last 7 years (Refer Annexure A)	For similar project of value (i) Rs 3 crores each: 15 marks each (ii) Rs 2crores each (2 works minimum): 7.5 marks each (iii) Rs 1 crores each (3 works minimum): 5 marks each OR For similar project with built up areas (i) 1,500 sqm each: 15 marks each (ii) 800sqm each (2 works minimum): 7.5 marks each (iii) 500 sqm each (3 works minimum): 5 marks each	30 marks maximum
II	Organization Structure and Capability(Refer Annexure-F(A), F(B))	The firms are expected to have in-house capability for designing all the major disciplines of consultancy work required for developing the new North Zone Office Building. In case the bidder proposes to hire the services of a sub-Consultant for a particular discipline then the name and details of the firm should be given. Competence and experience of key personnel of the Organization will be evaluated and marks will be awarded as per the laid down parameters in para B.3.5	40 marks Maximum
III	Design of certified Green Building/ Campus for any Institutional work	Achievement of having designed a certified multi-storey building/ group of certified buildings in a campus having a built up area of 2000 sqm (i) Platinum Rating (as per LEED) or GRIHA-V (as per Indian Standard) in Green Building Design - for each such work: 10 marks each (ii) Gold Rating (as per LEED) or GRIHA-IV (as per Indian Standard) in Green Building Design - for each such work: 7.5 marks each	20 marks maximum

		(iii) Silver Rating (as per LEED) or GRIHA-III (as per Indian Standard) in Green Building – for each such work: 5 marks each.	
IV	Overall Experience (refer Annexure A, C and D)	List of all the completed works of any nature and not confined only to similar works as defined in this document since inception of firm needs will be evaluated as under: -each additional work of Rs 3 crore or each built up area of 1,500 sqm-- 5 marks - each additional work of Rs 2 crore or each built up area of 800sqm-- 4 marks -each additional work of Rs 1 crore or each built up area of 500 sqm-- 2.5marks	10 marks maximum
		Total	100 Marks maximum

B.3.3 To be considered for the next stage of Technical Bid i.e. Technical Bid Stage-II, a Bidder must secure at least sixty (60%) percent marks in aggregate in evaluation as per Table-1 given above, subject to the condition that the Bidder should score 50% marks in each of Sections– I, II, III of Table1 above(except for Section-IV).However, if the number of Bidders crossing the threshold of 60% marks in Technical Bid (Stage-I) is large, then BMC reserves the right to restrict the maximum number of qualified Bidders up to 10 having scored highest marks.

B.3.4 The total marks obtained in Technical Bid Stage-I shall have 20% weightage in the overall score.

B.3.5 Marking Scheme for Organization Structure and Capability of the Bidder
(Section-II of Table 1 of Clause B.3.2)

Sl. No.	Field of Specialization/ Personnel	Desired No. available with Bidder <u>exclusively</u>	Experience (Max. Marks)
1	Lead/ Senior Architect/ Team Leader	1	Mandatory requirement. Refer to Note (ii) below;
2	Architect	1	5.00 marks (minimum experience of 10 years)
3.	Landscape Architect/ Consultant	1	4.00 marks (minimum experience of 5 years)

5.	Interior Designer/ Consultant	1	4.00 marks (minimum experience of 8 years)
6.	Structural Engineer/ Consultant	1	5.00 marks (minimum experience of 10 years)
7.	Electrical and Mechanical services and installations design consultant ESS, DG Set, UPS, Internal EI, W/Sip	1	4.00 marks (minimum experience of 8 years)
8.	Fire Fighting and Fire Alarm Expert/ Consultant	1	4.00 marks (minimum experience of 8 years)
9.	HVAC/ Mechanical Engineer	1	4.00 marks (minimum experience of 10 years)
10.	Public Health Engineer/ Water Supply Design Consultant	1	3.00 marks (minimum experience of 10 years)
11.	Energy Consultant	1	3.00 marks (minimum experience of 08 years)
12.	Project Engineer (Civil)	1	1.00 marks (minimum experience of 05 years)
15	Network and LAN Engineer/ Consultant	1	3.00 marks (minimum experience of 05 years)
	Total		40 Maximum Marks

Note:

- (i) All the bidders are expected to have at least one Lead/ Senior Architect/ Team Leader who will be responsible for the overall designing and development of the project. This Lead/Senior Architect/ Team Leader will have minimum experience of 10 years and he/she will be assisted by the team as given in the Table above. It may be noted that since this is a mandatory requirement, hence, no separate marks are to be given for the same. The capability of the bidders will be judged by the availability of Team Leader as well as the Team which would assist him/her for which marks are given in Table 1 above.
- (ii) The bidder will submit the CV of each of the above Technical Personnel. Each CV shall be signed in blue ink by the key personnel and countersigned by the authorized officials of the Firm. Photocopy or unsigned /non-countersigned CVs shall be rejected. Digitalized signatures/ scanned copy of the signatures on CVs of the key personnel duly countersigned by authorized signatory of the lead consultant shall also be acceptable.
- (iii) Each CV shall contain the proof of age and qualification as well as an undertaking from the key personnel about his availability for the duration prescribed in Chapter-7. The key personnel proposed should not have attained the age of 70 years at the time of submitting the proposal.
- (iv) The personnel proposed should possess good working knowledge of English Language. At least 25% of the personnel proposed for the project should be under **the permanent** employment with firm(s) on the date of submission of the proposal. Necessary proof in this connection shall be submitted.
- (v) In case a firm is proposing key personnel from educational / research institutions, a 'No Objection Certificate' from the concerned institution shall be enclosed with his **CV**.

B.3.6 Even though a Bidder may satisfy the above requirements, he would be liable to disqualification if he has:

- a) Made misleading or false representation or deliberately suppressed the information in the forms, statements and enclosures submitted as per requirement.
- b) Record of poor performance such as abandoning project, not properly completing the assigned project, or financial failures/weaknesses etc.

B.4 PRESENTATION AND ITS EVALUATION CRITERIA (TECHNICAL BIDSTAGE-II)

B.4.1 Participation in Presentation

All the Bidders who secure overall 60% (sixty percent) marks along with 50% (fifty percent) in Sections I,II and III of evaluation of Technical Bid (Stage-I) as laid down in Section B.3 above will qualify for further evaluation in Technical Bid Stage-II. Bidders thus qualifying for Technical Bid (Stage-II) will be invited to make a presentation before the Jury constituted by BMC.

Along with Design Proposal, **a multi-media presentation** is expected from the Bidders. The Bidders shall be required to make presentations of 30 to 40 minutes duration duly supported by computer generated 3D animations, walk through etc. The Bidders will present their conceptual understanding of the project in the form of a design proposal/ design scheme/ model along with their vision on the planning of a Modern-State of the Art- Campus.

B.4.2 Public exhibition and display of all proposals presented to the Jury

All presentations by the bidders in form of models, drawings, animations and in any other form will be available to BMC for public exhibition and display. The venue and schedule of the proposed exhibition will be intimated to all bidders of the proposals presented to the Jury. In case BMC decides to hold a media briefing, these bidders will also be requested to participate.

B.4.3 Documents to be submitted for Presentation (Technical Bid Stage-II)

The bidder will submit the following documents at the time of presentation:

(i) A Detailed Report (bound in A-4 pages, along with a soft copy) containing Consultant visualization of the project, design proposal including features relevant to design scheme with sketches/3-D rendering to explain concepts and innovations, diagram of designed general functional arrangements showing interlinkage/ distribution of activities at different levels, summary schedule of usable and gross areas expressed in metric system.

(ii) Drawings and Models etc. as given below and all the drawings will have a maximum A0 size (1140 mm × 840 mm):

1. Concept Sheet/s

2. Master/Lay out Plan (in suitable scale): This shall indicate layout of building and necessary infrastructure as per BMC requirements along with corresponding sections.

3. System Plans (in suitable scale):

3.1 Use and Activity- This shall indicate functional distribution within the campus.

- 3.2 Movement- This shall indicate details of vehicular and pedestrian movement, parking, and access to the buildings/blocks along with corresponding sections.
- 3.3 Open Space and Natural System- This shall indicate distribution and use of open spaces within the campus.
- 3.4 Built Form- This shall indicate formal and spatial distribution highlighting typological variations
- 3.5 Services and Infrastructure- This shall indicate infrastructure layouts as part of overall planning.

4. **Development Controls and Architectural character**
5. **3D views**
6. **Development Controls and Architectural guidelines as part of the overall Report (30 pages max.)**

(iii) Drawings and Documents for the following:

1. **Detailing of a part of the Central facilities with one iconic building**
2. **Any one of the academic clusters**
3. **A typical residential block along with student hostels**

List of Drawings for each of the above areas:

1. Concept Sheet/s
2. All Floor Plans 1:200
3. All Elevations 1:200
4. Two Sectional Elevations 1:200
5. Sections (Min 2) 1:200
6. Perspective / 3D Views
7. Energy Considerations (as per ECBC Guideline)
8. Any other details

Note: The entire Design Proposal shall also be submitted in soft copy via pen drive/CD/DVD. All drawings submitted via pen drive/CD/DVD shall be in '*.dwg' format, readable in Auto CAD 2016.

B.4.6 Criteria for Evaluation by the Jury:

The Design Scheme/ Proposals and presentations by eligible Consultants will be assessed by a Jury constituted by BMC. Each presentation by Bidders will be judged by the Jury based on laid down criteria and marks will be allotted accordingly as per Table- 2 below:

TABLE-2

Sl. No.	Category	Description	Maximum Marks
I	Master Plan Scheme	i. Overall Landscape Plan with integration of open and built spaces ii. Site Planning: Optimum use and efficiency iii. Movement system articulation. iv. Development controls and Architectural guidelines	40
II	Energy strategy	Energy efficiency parameters in terms of: i. Range and level of sustainability processes as per ECBC Guideline. ii. Water conservation strategy. iii. Waste management system	20
III	Architectural Design	Each detailed architectural scheme for will be evaluated for: i. Aesthetic Appeal & Experiential Quality ii. Building expression and Innovative Technology iii. Structural Design in terms of sensitivity to location, appropriate materials for construction and seismic factors iv. Response to requirement of space v. Utility and Service Plan	40
		Total Marks	100

B.4.7 Only those Bidders who score a minimum of 70% (seventy percent) marks in aggregate subject to the condition that the Bidder should score 60% marks in each section of Table-2 above, will be qualified in Technical Bid (Stage- II). The maximum number of qualified Bidders will be restricted to 5 among those scoring highest marks above 70% of maximum marks. Financial Bids of only those bidders will be opened

B.4.8 The total marks obtained in Technical Bid Stage-II shall have 50% weightage in the overall score.

(C) FINANCIAL BID EVALUATION

Along with the online submission of Technical Bid, the Bidder will also submit his Financial Bid (through online mode only) quoting a lump sum fee in the pro-forma at Annexure-M based on the Scope of Comprehensive Consultancy Services (Chapter-7) detailed in this document.

C.1 Opening of Financial Bid

The Financial Bid of only those Bidders will be opened who qualify as per the above laid down evaluation criteria in both Technical Bid Stage-I and Technical Bid Stage-II. The Financial Bid will have 30% weightage in the overall evaluation. Bidders will be informed about the date and time of opening of Financial Bid. They may like to be present on such date and time.

C.2 Financial Scores

The lowest Financial Bid (F_M) will be given a Financial Score (S_F) of 100 points. The financial score (S_F) of other financial bids given by Bidders will be computed as per the following formula:

$$S_F = 100 \times F_M / F_O$$

Where, F_M = Lowest Financial Bid, F_O = Financial Bids of other Bidders,
 S_F = Financial Score

The following example is included for clarification. Suppose 3 proposals are opened for Financial Bid which gave Rs. 120 (Bidder A), Rs. 100 (Bidder B) and Rs. 110 (Bidder C) as Financial Bid amounts. The proposals will thus be scored as under:

Proposal	Evaluated cost
A	Rs.120
B	Rs.100
C	Rs.110

Financial Scores of all the qualified Bidders eligible will be calculated in the following manner:

$$A: 100 \times 100 / 120 = 83$$

$$B: 100 \times 100 / 100 = 100$$

$$C: 100 \times 100 / 110 = 91$$

(D) OVERALL EVALUATION FOR SELECTION OF CONSULTANT

D.1 The final evaluation will consist of summation from the 3 components, i.e. (A) Technical Bid Stage-I, (B) Technical Bid Stage-II and the (C) Financial Bid combining to a total of Marks i.e. A+B+C.

D.2 In the final score, 20% weightage will be given for marks achieved in Technical Bid Stage-I (component A), 50% weightage will be given for marks achieved in Technical Bid Stage-II (component B) and 30% weightage will be given for marks achieved in Financial Bid (component C).

D.3 On the basis of the combined weighted score for Technical Bid Stage-I & II and Financial Bid, the qualified Bidder shall be ranked in terms of the total score obtained. The proposal obtaining the highest total combined score in evaluation of Technical Bid Stage-I & II and Financial Bid will be ranked as H-1 followed by the proposals securing lesser marks as H-2, H-3 etc. The proposal securing the highest combined marks and ranked H-1 will be invited for negotiations, if required and shall be recommended for award of contract.

D.4 In case more than 1 (One) Bidder has identical highest marks in the overall evaluation then the Bidder scoring higher marks in Technical Bid will be recommended for Award of work.

D.5 Following is an example of the procedure to be followed.

As per the example discussed above in clause C.2, suppose, 3 proposals, A, B & C were received. **The qualified Bidders were awarded (75 and 70), (80 and 85) and (70 and 90) marks respectively for Technical Bid Stage-I and Technical Bid Stage-II.** All the 3 proposals were, therefore, found technically suitable and their financial proposals were opened after notifying the date and time of bid opening the qualified Bidders. The financial bids were evaluated thereafter as per **Clause (C)** and financial score are given. The combined evaluation, thereafter, will be as under:

Bidders	Marks (Technical Bid Stage-I)	Marks (Technical Bid Stage-II)	Score (Financial Bid)	Total Marks	Rank
A	$75 \times 0.20 = 15.0$	$70 \times 0.50 = 35.0$	$83 \times 0.30 = 24.9$	74.9	H 3
B	$80 \times 0.20 = 16.0$	$85 \times 0.50 = 42.5$	$100 \times 0.30 = 30.0$	88.5	H 1
C	$70 \times 0.20 = 14.0$	$90 \times 0.50 = 45.0$	$91 \times 0.30 = 27.3$	86.3	H 2

The above three proposals in the combined technical and financial evaluation are ranked as under:

Proposal A: 74.9 points. H3

Proposal B: 88.5 points H1

Proposal C: 86.3 points. H2

Proposal B, therefore, will be declared as winner of the selection procedure and recommended for negotiations/approval, to the competent authority.

D.6 BMC is not bound to accept any or all the proposals submitted and reserve the right to reject all the proposals without any liability to the bidder(s).

(E) AWARD OF CONTRACT

E.1 The Contract will be awarded to the Bidder who obtains highest marks as informed by BMC through a letter of acceptance of his offer.

E.2 The time period allowed for completion of the project will be 27 months (3 months for planning, designing and execution period and 12 months for defect liability period) and will be reckoned from the 10th day of the issue of letter of acceptance of the offer.

E.3 Remuneration received as per this contract will be subject to tax deductions at source at the rate as applicable at that point of time.

E.4 Formal agreement will be drawn by the **City Engineer, Vivekananda Marg, Near Kalpana Square, Bhubaneswar- 751014.**

CHAPTER 5

Terms of Reference for Comprehensive Consultancy Services

CHAPTER- 5

Terms of Reference for COMPREHENSIVE CONSULTANCY SERVICES

1.0 SALIENT FEATURES OF THE WORK

Name of work: **“Comprehensive Consultancy Services for North Zone Office Building Design”**

1.2 SCOPE OF WORK

Consultant has to prepare a scheme, designs, and Master Plan for the administrative/office building to be established near Xavier Institute Square, Bhubaneswar. Plot layout is attached. Consultancy services will include but not limited to Architectural & structural designs, formulating schemes/designs for internal and external services including Civil works, Interior Design, Mechanical works, Electrical works etc. (Internal Electrification, Sub Station, DG Set, LT & HT Cabling and Networks, Lifts and Traffic analysis, street lighting etc.), Water Supply and Plumbing works, Drainage, Artwork (interior and exterior), Landscaping, Furniture Design, all Integrated Building Management System (IBMS), Data and Tele-Communication Service & Design, Renewable Energy System with Networks, Solar Powered Electrification network including arrangements for feeding surplus power to grid, Zero Waste Discharge Designs, Water Treatment Plant, Rain water harvesting, other development works, etc. as well as issue of Good for construction drawings. Necessary schemes for making a barrier free campus are also included in the scope of Consultant.

The consultant shall provide comprehensive consultancy services broadly described above. However, it should be clearly understood that the description of services is only indicative and the Consultant shall be required to perform any other services which may be required whether or not expressly mentioned hereinafter for **“Comprehensive Consultancy Services for North Zone Office Building Design”** for completion of the entire project to the satisfaction of BMC.

1.3 In addition to these, the scope of work includes obtaining all approvals and mandatory clearances for commencing the construction works including Fire Fighting, Water Supply, Drainage, Sewage, etc. from the local bodies. After the completion of works, Consultant shall have to obtain completion certificate from local bodies and fire clearance from Chief Fire Officer for the whole project.

1.4 Within 21 days of award of work, the consultant shall submit a list of all sub-consultants having experience of executing at least 1 number similar project in the last 7 years (A minimum 3 nos. of sub-consultants for each discipline) as per Annexure-G, along with a letter of confirmation from these sub-consultants that they will associate with the Bidder for designing and planning the project including sub-consultants for the following disciplines:

1. Geotechnical Investigation.
2. Structural Design.
3. Energy Efficiency.
4. Art Work.

The consultant will get all the sub-consultants approved from the BMC before assigning any job to them. **A penalty of Rs. 5,000/- per day shall be levied on the Consultant for each day's delay in submitting the list of sub-consultants for each discipline as per above.**

1.7 ART WORK FOR THE CAMPUS

The Art Works should be of high aesthetic quality and enhance the ambience, experience and characteristics of the locations/ spaces where such works are installed. Such works should be carried out with the engagement of Sub-Consultants / Experts/ Designers/ Curators having imagination, experience and capability to visualize the scale and context of the spaces as well as ethos of the Office. Such expressions should consider highest levels of workmanship, skills including craft skills and art. The Consultant will be responsible for developing alternative concepts, detailed visualization, specifications, detailed drawings and supervision of execution of such works at site.

The consultant will engage sub consultants / experts / designers/ curators having a sound background of Visual Arts, who can conceive the overall concept for the entire campus of North Zone Office Building, develop public/ urban arts required in the campus professionally as the location demands, in consultation and with the approval of BMC and issue detailed drawings for execution of the same. They must have good knowledge of different art materials, different processes of execution with a minimum of 10 years' experience in developing public places such as institutional buildings, campuses, museums, exhibitions, public buildings, city squares, parks etc. through such works.

1.8 DETAILED PROGRAMME OF EXECUTION OF CONSULTANCY WORK

Within 15 days of award of work, the consultant shall submit a detailed plan of execution of the consultancy work along with the PERT chart, listing out the complete items of work as per scope of contract, all target dates such as appointment of sub-consultants, target dates of submission of concept drawings/detailed drawings for each item of work in scope, target dates for various approvals from local bodies/statutory bodies, submission of BOQs/tender documents for various items of work etc. **A penalty of Rs. 5,000/- per days delay will be levied for non-submission of such a plan of work within 15 days of award of work.**

1.9 GREEN BUILDING DESIGN

The Consultant shall adhere to highest standards of environment and energy sustainability as stipulated in Clause 1.4 of Chapter 4- Building Sustainable Campuses: An Environmental Brief and as approved by BMC. Holistic integration of the environmental sustainability brief in design, materials, construction, services, processes and maintenance concerns should be strictly addressed in campus planning and design to achieve a Green Campus equivalent to GRIHA 5 Star/ LEED Platinum standards. All stage wise approvals from the concerned statutory authorities be coordinated and obtained by the Consultant. Nothing extra shall be paid on this account.

2.0 ROLE OF THE CONSULTANT

The Role of the Consultant is to provide **“Comprehensive Consultancy Services for North Zone Office Building Design “and shall be involved for the entire duration of the project till its final commissioning and handing over. The Consultant’s role and responsibility will include:**

- 2.1** The Consultant shall provide comprehensive consultancy services in project conceptualization covering space utilization, functional requirements, Project cost estimation, Detailed Architecture drawings, structural drawings and various services design, detailed Project Report, Preparation of all contract Documents, and BOQ etc. The Preliminary project report shall cover all project components. The Consultant shall provide design philosophy and the design methodology, listing out relevant codes, related references, sound-engineering practices etc. for the entire design scheme of the campus.
- 2.2** The Consultant shall get the approval of the conceptual scheme from BMC or both through presentations, 3D models, computer walk-through etc. Comments and suggestions or alternate proposal of the BMC shall be evaluated and suitably incorporated till the concept design is accepted and frozen.
- 2.3** The Consultant shall develop the concept drawings for each of the building for submission to all the statutory authorities/bodies, incorporate changes, if suggested by the statutory authorities /bodies and obtain approvals from all regulatory authorities.
- 2.4** The Consultant shall have constant and regular interaction with the BMC for formulating the design philosophy and parameters, preparation of preliminary estimate, designs/ drawings and specifications.
- 2.5** The Consultant shall ensure that the various building/engineering services are suitably and economically designed without any discrepancies between the structure and finishes, and the requirements of service installation.
- 2.6** The Consultant shall prepare preliminary estimate and submit to the City Engineer and shall make necessary corrections/modifications as required by BMC and finally get it approved from the City Engineer.
- 2.7** The Consultant shall prepare the documents for call of tenders by the BMC for execution of work in suitable packages as required/approved by BMC. The estimates showing details of measurement, BOQ, technical and special conditions, analysis of rates etc. shall be prepared and submitted by the Consultant to the City Engineer. If any corrections / observations are made by the BMC, the same shall be complied by the Consultant till final approval by the competent authority. The approved tender documents shall also be submitted in hard copy as well as soft copy by the Consultant.
- 2.8** The Consultant shall have to perform in an efficient, orderly and professional manner and shall deploy necessary qualified and skilled persons according to the requirement of the services.
- 2.9** The Consultant and his staff will regularly inspect the works during execution stage to ensure that the works are being executed as per approved scheme and render appropriate advice and carry

out all site related modifications in the designs and drawings. Such inspections shall be carried out on a weekly basis by the site Architect / Lead Architect/Structural Designer and report submitted detailing out action required to be taken by the executing agency and compliance thereof. This weekly report shall be submitted each following Monday for the previous week before 1:00 PM. **A sum of Rs. 5,000/- per day would be deducted for any delay in submission of the weekly report.**

- 2.10** The Consultant shall get the structural analysis, design and drawings checked by BMC. Similarly, the detailed scheme and designs of all electrical, mechanical and HVAC Services (internal and external) will be got checked by BMC, if required. Nothing extra will be paid to Consultant for getting such checking done. The detailed design notes shall be submitted along with design philosophy to BMC after it is checked/ approved by proof consultant/ third party. All reports including design/drawings submitted by them shall bear the signature of the Team Leader/authorized representative of the Consultants and the Consultant shall be fully responsible for the soundness, correctness and feasibility of the design prepared by them.
- 2.11** All basic/ detailed drawings by Consultant wherever special services or equipment is required, and all the shop drawings for the structure will be checked and approved by Consultant before submitted for approval to BMC. The decision of BMC for the shop drawings to be submitted for special equipment or services or structure will be final to this effect.
- 2.12** The Consultant shall comply with all applicable laws, bye-laws, and statutory provisions etc. in the performance of the consultancy assignment and in the execution of the project.
- 2.13** The Consultant shall comply with all the applicable norms/codes/guidelines/regulations/byelaws/statutes of local as well as Central Govt. Bodies.
- 2.14** The consultancy services shall be provided through a Team Leader supported by experienced professionals. The Consultancy firm will deploy adequate number of professionals and other staff to deliver the requisite services as per time schedule. The Consultant shall have to submit details of proposed team detailing the roles/work to be performed by each personnel, their tentative duration, inter-relationships of each personnel etc.
- 2.15** The Consultant shall prepare the necessary scheme, requirements and specifications for detailed topographical survey and the survey of all existing services and other constraints existing in and around the site for proper design of all the services and obtain approval of BMC. Consultant will thereafter get the survey done on his requirement and utilize the reports suitably. Further, the Soil Investigation will be done by the Consultant with the approval of BMC for structural designs of the foundations and designing of external services. **The cost of getting the Contour Survey (if necessary) and Soil Investigation done will be borne by the Consultant and must be included in the lump sum fee quoted in the Financial Bid.**
- 2.16** The Consultant shall ensure that the nature, position, and appearance of all controls of piped services and electrical installation satisfy user and aesthetic requirements, and ensure that adequate coordination drawings are included. He shall also ensure that the various

building/engineering services are suitable and economically designed without any discrepancies between the structure and finishes, and the requirements of service installation.

- 2.17** The Consultant shall have to co-ordinate with the BMC and attend meetings as and when required by BMC including meetings with the contractors.
- 2.18** After the completion of construction of buildings and all external services the consultant shall prepare the completion drawing and obtain completion certificate from local bodies.
- 2.19** The consultant shall prepare a complete documentary film of 1 hour and a Coffee table book (20 copies) detailing the complete progress of the project from concept to completion, highlighting the salient features of the project, the challenges faced, the innovations implemented etc.. The documentary film would be complete with professional voice over, animations, photographs and videos. For this purpose, the consultant shall arrange on their own all required documents/photographs/videos right from the date of start of consultancy work. This film and the 20 copies of the Coffee table book along with their electronic softcopy versions shall be prepared and submitted on the date of physical completion of the construction work at site as determined by the City Engineer. **A penalty of Rs. 1,00,000/- (Rs One Lacs only) will be levied for non-submission of the same on the due date.**

Detail about the North Zone Office/Administrative Building:

- Building should be of G+3 structure.
- Total construction cost should be 2.5 Crore INI (a deviation 20% may be allowed).
- Provision of underground and stilt parking (if necessary in future) should be given.

3.0 STAGewise SERVICES

The Consultant shall provide Comprehensive Consultancy Services in the following areas:-

- a) All Architectural Services including Master Plans, building plans, Landscaping and Signage plans etc.
- b) All Quantity Surveying Services
- c) All Civil & Structural Engineering Services including all proof checking work.
- d) All Electrical Engineering Services and Net Zero Solar Energy efficiency Services (As per ECBC Guidelines).
- e) All Mechanical Engineering Services
- f) All Public Health Engineering Services
- g) All Waste Water treatment and Management System
- h) Green Building Concept (Norms to be followed as per Platinum- LEED/5 Star- GRIHA)
- i) All furniture/equipment/fixtures/fittings for all buildings including rooms, labs, workshops, kitchens, lecture rooms, amphitheatre, Auditorium etc.
- j) All interiors and all acoustical treatments.
- k) All art work and signage
- l) All water supply & drainage system
- m) All I.T. Service.
- n) Inspection of works during construction and ensure that the execution is being done as per approved drawing and specifications.
- o) Any other services which are required but not specifically indicated.

- p) Preparation of 'As Built' drawings (on the basis of actual construction at site) including services and structures

The Consultants shall appoint specialized sub-consultants for which in-house expertise is not available with the consultant.

3.1 Preliminary Stage

3.1.1 Contour Survey

The Consultant will prepare the specifications and requirements for carrying out topographical survey and the survey of all existing services and other constraints existing in and around the site and get it approved from BMC. Thereafter, the work will get executed by the Consultant and the report will be utilized for planning and designing of the overall scheme.

3.1.2 Soil Investigation

The Consultant will prepare the specifications, types of investigations/ tests and requirement for Soil Investigation and get it approved from BMC. Thereafter, the Consultant will get the Soil Investigation done and make available the Soil Investigation Report and other parameters required for the foundation design of multi-storey building. The Consultant will study and interpret the soil investigation reports and input data for structural and foundation design for individual buildings/ structures/ equipment etc. as per relevant IS codes.

3.1.3 Master Plan/Lay out plan

- a) Development and Submission of the Master Plan and Modifications of the Master Plan taking into account the comments and suggestions of the BMC.
- b) Submission of the Final Master Plan to local bodies and incorporating changes, if any, suggested by them and re-submitting the same.
- c) Obtaining approval of the master Plan from local authorities like BDA, etc.

3.1.4 Concept Design

- a) Ascertain BMC's requirements and examination of site constraints and potential for individual buildings, external and internal systems/ services, and preparation of a brief for BMC's review/ recommendations and BMC's approval including conceptual / control designs/ drawings/ documents and incorporating required changes, if any.
- b) Development of the concept design after interacting with BMC.
- c) Submission of the concept design and make presentation of the entire scheme.
- d) Modifications in the concept plan taking into account the comments, suggestions of BMC and submitting the same to BMC for approval.
- e) Submission of the final concept design along with 3D models, photographs, 3D-walk through, etc. to BMC. The cost of such models, photographs, etc. shall be borne by the consultant.

3.1.5 Project Report

- a) Preparation of Project Report and Project cost estimate covering all project components including any other equipment required etc.

3.1.6 Approval Stage

- a) Development of the Submission Plans of buildings and all external services.
- b) Submission of the design, drawing and related document to concerned local authorities.
- c) Modifications of the design, drawing etc. taking into account the comments, suggestions etc. of the local bodies.
- d) Re-Submission and obtaining approval of the design, Drawing etc. from local bodies.
- e) Obtaining any other necessary approval of the project as requested by City Engineer, BMC.

3.2 DETAILED DESIGN STAGE- ARCHITECTURAL SERVICES

- (i) Prepare tender drawings, schedules and specification of materials and workmanship, in sufficient detail to enable to prepare a tender. The tender drawings & documents shall include detailed site plan, detailed drawings for each buildings including floor plans, elevations, door & window schedules, finishing schedules, fitting schedules, colour schemes, flooring patterns, reflected ceiling plans, ironmongery, joinery, installation details, wall profiles, Staircases, ramp and lift details, details of important building parts /areas, landscape & horticulture details etc. As far as possible standards of quality performance requirement and descriptive names shall be used rather than specific products or brand names. Appropriate clauses will be inserted in the tender documents by Consultant to the effect that after handing over of the Campus and Services BMC shall enter into a 3 / 5 years Comprehensive Annual Maintenance Contract with the contractors/ vendors for specialized services like HVAC, lifts, DG sets, Fire Fighting and detection systems etc.
- (ii) Prepare and issue "Good for construction" drawings. Drawings shall be adequately detailed and shall contain enough information to enable construction, full measurement, pricing and production of bill for payment. The working drawing shall include:
 - a) Layout Plan showing:
 - All proposed buildings, play fields, green area, connection to sewer network or septic tank design, Sump, Rain Water Harvesting, Electrical Sub-Station etc.
 - Blow up of road junction / parking area and other such area as required.
 - Coordinated External services
 - b) Detailed Drawings of:
 - Floor plans, fully coordinated with all services/disciplines
 - Elevations
 - Sections
 - Wall profiles
 - Doors & Window details
 - Stairs/Ramps/Lifts details
 - Details of building parts, areas, critical special treatments.
 - Toilet details.
 - Flooring pattern and details

- Dado details
 - Roof flow, draining including rain water harvesting system underground tank
 - Detailed designed and drawing of all types of furniture, all kitchen/cafeteria equipment etc.
 - Detailed drawing of art work.
 - Any other detailed require by the City Engineer.
- c) Landscape
- Drawings of landscape including blow up of critical areas / landscapes / plantation schemes in detailed coordination with all external services
 - Horticulture details
- d) Any other details required for completion of the buildings/services.

3.3 CIVIL & STRUCTURAL ENGINEERING SERVICES

3.3.1 General

The Consultant shall perform all the Civil & Structural design work necessary by utilizing the most economical, effective and widely accepted engineering concepts/practices and shall at all times show a high degree of professionalism in his work.

3.3.2 The Consultant will be fully responsible for the design of all the Civil & Structural engineering works. The services to be provided by the Consultant shall include but not be limited to the following:

(A) Design Basis

- i. Preparing specifications and Tender documents for conducting surveys, tests and other investigations and submit the same to BMC as required for determining the basis to accomplish economic and safe designs. BMC will get the surveys and other investigations done and handover the results/reports to Consultant.
- ii. Planning for the structural arrangements with the Architectural design. Structural design of the building should be considering future expansion of the building up to G+5 and a provided an underground parking. It should be an earthquake resistant design.
- iii. Co-ordination & finalization of structural arrangement
 - Beam & Column location
 - Beam & Column size finalization
 - Slab profiles
 - All other detailing required for the finalization of design
- iv. Finalization of design basis & structural systems.

(B) **Structural Design Development**

- i. Design of all the structural and non-structural elements has to be earthquake resistant.
- ii. Getting Proof checking of structural design /drawings, incorporating comments/ advice of proof consultant and preparing “Good for construction” drawings. The proof checking shall be done by the Consultant from a reputed institution as approved by BMC. These institutions will include IITs, NITs or any other agency as approved by BMC.
- iii. Preparation of detailed structural analysis and structural design calculations (including seismic design as applicable) based on Design Input and preparation of detailed structural drawing.
- iv. Preparation of Bar Bending schedules and/or detailed reinforcement drawings sufficient to enable the contractor to procure the steel from the market and cutting/bending and placing of the reinforcement.

(C) **Drawing Stage**

- Foundation plans & details
- Column, walls and beam layout plans
- Floor Framing plans, fully coordinated with all disciplines
- Floor slab structural details
- Column & beam structural details
- Staircases, ramps, lifts shafts and machine room details, rain water harvesting chamber.
- Requirement of Green Building Concept
- All other details and sketches required for proper execution of the works.

3.4 Electrical Engineering Services.

The electrical system shall be designed in accordance with “Net Zero energy “and GRIHA norms and it should conform to GRIHA 5 Star Rating/ Platinum-LEED Rating or as per ECBC guideline. The services to be provided by Consultant shall include Design Basis Report, Preliminary & Detailed Estimates, Load Calculation, Design and Drawings, Vetting of shop drawings. The consultant will provide specifications etc. and proof checking of designs and systems by third party proof consultant as per requirements of BMC.

3.4.1 (A) Internal and External Electrification

- Design of internal electrification network of building with adequate sizing of cables, wires, switchgears, distribution boards, panels, electrical fittings and fixtures.
- Earthing protection system to be planned in accordance to soil investigation report and conforming to latest IS standards.
- Lifts and escalators shall be designed to make barrier free campus including relevant norms and provisions for Persons with Disabilities.
- Calculation and Simulation required conforming to GRIHA 5 Star Rating/ Platinum-LEED Rating for complete electrical lightning system for the best illumination level (foot candles), uniformity, layout, and aesthetic considerations such as colour rendition shall be taken into account.
- Measures for energy conservation –day light harvesting, occupancy sensor etc.

- Liaisoning and approval with other statutory bodies like Fire Services, Electrical Inspector and other necessary department for obtaining the pre-construction and post construction clearances.
- All the staff quarters and faculty housing shall have the provision of communicable electrical billing system.

(B) External Electrification- other works

- Design of Sub -Station at various voltage levels in a ring man topology, with a suitable underground power cable distribution network considering the voltage drop as per distance and load calculation. System will have redundancy and should not depend on single power source.
- Energy efficiency of the building as per ECBC guideline.
- Design of power backups with Diesel Generator to be planned with Automatic mains failure panel, synchronization scheme and load shedding scheme.
- Street lights and landscape lightning to be provided in accordance with GRIHA.
- Suitable Automatic Power Factor correction system to be provided.

3.4.2 Renewable Energy Sources

- Design of alternative renewable energy sources along with solar power generation to minimize the energy requirement from conventional sources.
- Solar power system at desired voltage level shall be in corporate with an import/export power scheme. Automatic transfer scheme from raw power to renewable power shall be provided with a suitable provision in electrical panels.
- Solar Potential Study and recommendations for whole area along with Grid connectivity.

3.4.3 Energy/Building management system (BMS)

- Building management system shall be the backbone of services it should be planned on open protocol. It shall integrate all the necessary services of the building for close operation and monitoring of the services from a single window.
- Schematic design of BMS system with complete IO summary showing proper integration of all the services.

3.4.4 Sophisticated Control and Data Acquisition System (SCADA)

- Schematic design of SCADA system connecting all the sub stations. System should incorporate control and monitoring of electrical parameters and switch gear in co-operating other energy sources.

3.4.5 Telephone, Intercom & Communication System

- Telephone layout and telephone equipment including conduit and accessories layout for the telephone system and any protective devices battery back-up required.
- Design the EPABX/EPBX room. Prepare conduit layout of cables and terminals inclusive of a fibre optic or other special data transmission cables for system required.
- Intercom layout and intercom equipment including conduit and accessories layout for the intercom system and any protective devices required.
- Topology of networking, LAN (Structured Cabling), cables, conduits, raceways, sockets, layout drawings floor wise.
- Prepare the specifications and bills of quantities.

- Check and approve detailed drawings of the suppliers and manufacturers

3.4.6 Cable TV/Dish Antenna System.

- Prepare working drawings indicating the locations of TV points, Central panel/racks of dish antenna.
- Prepare specifications and bills of quantities.
- Check and approve the suppliers'/ manufacturers drawings/ documents.

3.4.7 Lightning Protection and Earthing System

Lighting protection system shall be an advanced integrated lightning protection system. The work shall include, but not limited to, the following:

- Prepare plans showing internal/external earth grid, earth electrodes and lightning protection with size of conductors and details of each electrical and lightning arrestors along-with details of earthing pits.
- Earth system shall be as per relevant Indian Standards and Indian Electricity rules.

3.4.8 External Lighting

- Assess the external lighting requirement for parking, buildings etc.
- Prepare plans indicating the road lighting with circuit details, typical pole detail with type of fixture, cabling, earthing etc.
- Prepare the specifications and bills of quantities;
- Check and approve detailed drawings of the suppliers and manufacturers

3.4.9 UPS back-ups

- Prepare the plan indicating the locations of UPS rooms in the buildings, UPS room layout, Floor wise UPS power distribution drawings, Single line diagram/Power flow diagram.
- Prepare specifications and bills of quantities;
- Check and approve detailed drawings of the suppliers/ manufacturers;

3.4.10 Solar Heating and R.O. System

- Planning and installation of Solar Heating System and R.O. System for building.
- Prepare specification and bill of quantities.
- Check and approve detailed drawings of the suppliers/manufacturers.

3.4.11 CCTV, Public Address system, Access Control system, Audio- Visual System and Vehicle management System.

- Planning & Designing of CCTV, Public Announcement, Access Control system and Vehicle management System & Equipments with high level integration.
- Audio-Visual system, sound re-enforcement system, conference room projection system, Amplifier speakers, mixers, acoustics, floor use layout control system, drawings and system layout drawings.

3.4.12 IT and LAN Networking System

- Design and drawing of multi core optical fiber cable distribution network system for easy and stable accessibility of intranet and internet services of the building.
- The design should incorporate detailed planning of all active and passive components for high level and low level networking.
- Design of LAN network of the building for IT labs, Access points, WI-FI campus.

3.5 MECHANICAL ENGINEERING SERVICES

A detailed assessment has to be made for planning the mechanical services of the building conforming to Platinum- LEED/ GRIHA 5 Star Rating. The system should be capable of handling future expansions in the campus. The services to be provided by Consultant shall include Preliminary & Detailed Estimates, Design Basis Report, Load Calculation, Design and Drawings, Vetting of shop drawings. Also Liasoning, pre-construction approval and post construction approvals have to be made from government bodies.

3.5.1 Heat Ventilation and Air Conditioning System

- Objective of air conditioning is to provide thermal comfort for the Air-conditioned spaces in a cost-effective manner considering both capital and operation costs. Temperatures and Indoor Air Quality shall be maintained in accordance with standards and practices.
- The heat load calculation in summers and monsoon shall be furnished along with the detailed design and drawing of plant rooms, water piping, air ducts, HVAC equipments, piping and instrumentation drawing.

3.5.2 Fire Detection and fire alarm system.

- Design the FDA Control Room layout.
- Prepare working drawings (Floor wise) indicating the zones, location of the fire alarm sensors, Response Indicator, Manual call points, Hooters, their conduits and wiring and location/details of FDA control panels, evacuation plans.

3.5.3 Lifts and Escalators

- Specify the capacity and type of lifts/escalators to be provided and prepare layout for the necessary machine areas.
- Finalize the design for lifts and escalators installation as per the Statutory/local regulations.
- Prepare specifications and bills of quantities.
- Lift and escalators shall be designed in accordance with person with disability and old age person to make the campus barrier free.

3.5.4 Water Pumps

- Specify the type of pumps for water supply & dewatering purpose.
- Prepare specifications and bills of quantities.
- Check and approve the suppliers'/ manufacturers drawings/ documents.

3.5.5 Fire Fighting & Fire Suppression System

- Design and prepare working drawings for internal and external fire protection and suppression system including hydrant, sprinkler system, CO₂ flooding system, pressurization system, fire extinguisher system, Underground Tanks, fire pump rooms etc. in line with the statutory requirements.
- Size all equipment required and prepares detailed specifications and bill of quantities.
- Obtain necessary license/permissions from the statutory/local fire authority /bodies etc. as required.
- Check and approve detailed drawings and data sheet of suppliers/ manufacturer

3.5.6 Plumbing and Integrated Water Management System

- Design and drawing of plumbing system for internal and external. It shall include comprehensive design concepts and installation guidelines for energy conservation and water harvesting.
- Integrated and sustainable water management focusing on least anthropogenic water discharge from human activities should be pursued.
- The use of water conservation fixtures, landscaping, rain water harvesting, aquifer recharging and waste-water recycling need to be given due consideration.
- Involve use of efficient building and plumbing services components and fixtures tailor made to meet sustainability objectives and creating sufficient awareness among the users of building facility and its services, during the occupancy stage.
- Ensure potable quality of water for drinking and washing as per the prescribed standards and to ensure that treated waste water is meeting the desired standards for reuse or disposal.
- Minimize the consumption of mains supply potable water and minimize the volumes of urban storm water run-off.
- Consider natural storm water filtration and absorption schemes which employ engineered, landscaping devices such as swales, rain gardens and infiltration ponds.

3.6 PUBLIC HEALTH ENGINEERING

- (A) All the design and drawings should be well coordinated with Architecture, structure and other services drawings.
- (B) All designs shall be as per the latest Indian Standards, Local bye-laws and statutory norms/regulation.
- (C) Design of Public Health & Engineering services taking into account various topographical, meteorological, Hydrological etc. reports, identify the source and quality of water, conduct survey of existing water supply system, Sewerage system, Drainage system, Fire-fighting system, other site development works etc. for planning of services. These existing systems are to be augmented with proposed (Required) system.
- (D) The services shall include following major components as discussed in detail:
 - (i) Water Supply System
 - (ii) Internal Sanitary Installations
 - (iii) Sewerage System/Design of Septic tank if sewer line does not exist in vicinity.
 - (iv) Drainage System

(i) Water Supply System

- If required by BMC, Consultant will check and examine the ground water quality at site. In case, the ground water is found unsuitable for campus use, then a suitable Water Treatment Plant may be designed after proper investigations/ Study Reports etc.
- Calculation of water requirements for domestic, non-domestic and other services.
- Design and prepare working drawings of internal and external water supply system including Underground tank, Overhead tank, Water treatment plant, Pumping stations, rising mains, distribution system and internal plumbing, recycling of treated waste water etc.
- Prepare specifications and bill of quantities.
- Check and approve detailed shop drawings and data sheets of suppliers/ manufacturers.

(ii) Internal Sanitary Installations

- Design and prepare working drawings of internal sanitary installations.
- Identify, design and prepare working drawings of handicapped friendly toilets and sanitary installations, if required.
- Prepare specifications and bill of quantities.
- Check and approve detailed shop drawings and data sheets of supplies / manufacturers.

(iii) Sewerage System and Sewage Treatment Plant

- Calculation for quantity of waste water generated from different sources and design waste water treatment plant
- Design and prepare working drawings for internal and external soil/waste disposal systems including connection to sewer line, if available, or detailed design of septic tank and its layout in the site area.
- Obtain approval from statutory and local bodies for waste disposal
- Prepare specifications and bill of quantities
- Check and approve detailed shop drawings and data sheets of suppliers/ manufacturers

(iv) Drainage

- Design and prepare working drawings for storm water drainage including roof drainage, service area drainage and surface drainage.
- Design and prepare working drawings for rain water harvesting system.
- Obtain approval from statutory and local bodies for drainage connections and rainwater harvesting scheme etc.
- Prepare specifications and bill of quantities.
- Check and approve detailed shop drawings and data sheets of suppliers/ manufacturers.

3.7 Site development Works

- (i) Design and prepare working drawings (longitudinal & cross section) for roads/ footpaths/ parking areas etc.
- (ii) Design and prepare working drawings of irrigation system for horticulture.
- (iii) Prepare specifications and bill of quantities.

- (iv) Check and approve detailed drawings of suppliers/ manufacturers.

3.8 ART WORK FOR CAMPUS

The Art Works should be of high aesthetic quality and enhance the ambience, experience and characteristics of the locations/ spaces where such works are installed. Such works should be carried out with the engagement of Sub-Consultants / Experts/ Designers/ Curators having imagination, experience and capability to visualize the scale and context of the spaces as well as ethos of the work space. Such expressions should consider highest levels of workmanship, skills including craft skills and art. The Consultant will be responsible for developing alternative concepts, detailed visualization, specifications, detailed drawings and supervision of execution of such works at site.

The consultant will engage sub consultants / experts / designers/ curators having a sound background of Visual Arts, who can conceive the overall concept for the entire campus of North Zone Office building, develop public/ urban arts required in the campus professionally as the location demands, in consultation and with the approval of BMC and issue detailed drawings/ shop drawings for execution of the same. They must have good knowledge of different art materials, different processes of execution with a minimum of 10 years' experience in developing public places such as institutional buildings, campuses, museums, exhibitions, public buildings, city squares, parks etc. through such works.

3.9 CONSTRUCTION STAGE

During the construction/ implementation of the project, the Consultant will provide the following services:

- a) Review and certification of detailed Conceptual design of each of the constituent components for construction or development within the campus, before approval by the statutory authorities.
- b) Inspect the works and attend meetings during execution to give clarifications, if any, and to modify the drawings as per the site/ construction requirements.
- c) Supplying BMC such further drawings, specifications or details which may be required for proper execution of work.
- d) Obtaining BMC approval for any material deviation in design, cost, working drawings, schedule and specifications from the approved scheme.
- e) Rendering timely advice for implementing special measures for effecting cost / quality / time benefit for the project.
- f) Interact and Liaise with BMC to understand, integrate and link the services to the building services.
- g) Provide detailed justification for necessity of changes in terms of design, quantities, and specifications etc., and obtain approval thereof from BMC.
- h) Provide quick clarifications to designs or details that have been provided vide drawings or immediate solutions to the clarifications sought by the Vendors / Contractors.
- i) Prepare and submit required number of copies of monthly progress and accomplishment reports of the project including photographs, videos and virtual walkthroughs info-graphics etc. depicting progress of project, by 5th of every month for the previous month. **A penalty of Rs. 10,000 per month will be levied on the Consultant for non-submission of this monthly report by the due date.**
- j) The Consultant will make presentations about the project during the construction stage as per requirement of BMC.

3.10 POST COMPLETION STAGE

- a) Consultant shall obtain necessary completion certificates/ no-objection certificate from statutory bodies for the whole campus to enable BMC to occupy the campus.
- b) The Consultant shall provide solutions and clarifications to any design or performance deficiency/ defects noted in the functioning of the buildings and services by BMC during the defect liability period including all detailed/shop drawings for rectification of the same. The consultant would be liable to pay damages if any such defects/deficiencies are determined by the City Engineer, to have resulted due to any faultily/deficient design given by the Consultant. Consultant shall attend Review Meetings during defect liability period as required by BMC.
- c) Ensure the preparation of AS-BUILT drawings and record all approved deviations and changes in drawings.

3.11 Time Schedule for Stage Wise Activities of Consultant

Sl. No.	Activities	Period of Completion of Stage Wise activity (in weeks)	Cumulative Period from the date of commencement (in weeks)	Remarks
A	PRELIMINARY STAGE			
A.1	Preparation and submission of Conceptual scheme, Master Plan, preliminary project report, basic scheme of the overall project including preliminary design & drawings of individual buildings and internal/external services and approvals from BMC	2	4	
B	Municipal and Statutory Approvals Stage			
B.1	Preparation and Submission of all necessary municipal drawings, reports & document of complete project for review and approval of BMC and approval thereafter by all the concerned Municipal and Statutory authorities for commencing the construction works. Submission of preliminary cost estimates of all project components and their approval by BMC	4	8	This activity can start after Master Plan and building drawings are approved by BMC at stage A.1
C	Detailed Design/ Drawings/ Estimates Stage			

C.1	Preparation of complete Structural designs/ drawings, getting them checked from Proof Consultants and submitting for approval of BMC	2	4	This activity can run in parallel after Master Plan and building drawings are approved by BMC at stage A.1
C.2	Preparation and submission of detailed designs/calculations and detailed Architectural drawings of building	2	6	This activity will overlap and run parallel to activities at stage A.1, B.1 and C.1
C.3	Preparation and Submission of all internal and external services Drawings	2	8	-do-
C.4	Preparation and Submission of Detailed Estimates & Details of measurements, Analysis of rates, tender drawings, specifications and final tender documents to BMC.	1	9	This activity will overlap and run parallel with activities in C.1, C.2 and C.3
C.5	Submission of complete Detailed Architectural & Service Drawings "Good for Construction".	1	10	This activity will overlap and run parallel with activities in C.1, C.2, C.3 and C.4
C.6	Submission of complete structural design and drawings "Good for Construction".	2	12	This activity will overlap and run parallel with activities in C.1, C.2 and C.4
D.	CONSTRUCTION STAGE			
D.1	During execution of project intermittent inputs will be required from the consultants in clarifying the technical queries, site visit to make sure that the construction conforms to the design.	(12 months)	Actual period of construction	
E.	POST CONSTRUCTION STAGE			
E.1	Obtaining completion certificate from local bodies.	8	After completion of Stage D-1	
E.2	Submission of As- Built Drawings	4	After completion of Stage E-1	

Signed for and on behalf of consultant.

City Engineer.
Vivekananda Marg,
Near Kalpana Square,
Bhubaneswar- 751014

CHAPTER 6

FEE FOR

COMPREHENSIVE

CONSULTANCY

SERVICES

CHAPTER-6

FEE FOR COMPREHENSIVE CONSULTANCY SERVICES

- 1.1** The Consultant will be paid an approved lump sum fee as per his letter of appointment issued by BMC. The Consultant's fee for the above project shall remain unchanged for the present scope of work even if the total cost of the project increases/decreases subsequently subject to provisions under clause 1.11 of this Chapter for Additions and Alterations.
- 1.2** BMC shall pay the Consultant the fee for the professional services rendered by them for the entire project as per Terms of Reference for Comprehensive Consultancy Services detailed in Chapter-6 of this document. The quoted fee should be inclusive of all the costs towards the whole project and no hidden costs/ exclusions should be appended.
- 1.3** The lump sum fee payable to the Consultant shall be inclusive of:
 - a. Fee payable by the Consultant to any of its sub-consultant/ Associate(s)
 - b. The cost of all visits of the Consultant, their Associates/Employees and sub-consultants to site of work for the preparation of the scheme and approval by all respective agencies/local bodies and also during the construction as and when required by the City Engineer. In case, the Consultant or his representatives are required to visit any place outside Delhi to fulfil responsibilities as per the Terms of Reference for Comprehensive Consultancy Services then all such expenses on site visit will be included in the lump sum fee of the Consultant.
 - c. All the expenses incurred by the Consultant in getting the Contour Survey and the Soil Investigation done at site for structural designs of foundations and external services.
 - d. The cost of the deployment of Engineers and Architect(s) by the consultant on a full time basis during the execution of the works, as stipulated in the Terms of Reference for Comprehensive Consultancy work in Chapter-5, will be included in the Lump Sum fee of the Consultant. Also, the cost of office expenses of the Consultant/ Sub-Consultants including, stationary, traveling, attending meeting and related expenses shall be deemed to be included in the lump sum fee of the Consultant.
- 1.4** The lump sum fees shall also be exclusive of statutory levies imposed by the Government of India such as service tax etc. which are the reimbursable by the BMC to the Consultant, if paid, on actual basis.
- 1.5** No extra fee due to subsequent escalation in cost of services as a result of variations in cost of labour, materials, specifications etc. shall be paid.

1.6 STAGE WISE FEE PAYABLE TO CONSULTANT

For each of the services in the scope of Consultant work he shall be paid as per the stages given in Table-3 below. Stage-wise payments will be made to the Consultant "on account" to be adjusted against the final fee payable.

TABLE-3 PAYMENT SCHEDULE

<p>Stage 1: CONCEPTUAL SCHEME, MASTER PLAN , PRELIMINARY DRWAINGS,</p> <p>After ascertaining BMC's requirements, preparation and submission of conceptual scheme of the new campus, master plan and all municipal drawings and its approval from BMC and submission of the same to Statutory/ Municipal Authorities.</p>	<p>10% of the lump sum fee.</p>
<p>Stage 2: ALL MUNICIPAL/STATUTORY APPROVAL</p> <p>Obtaining all necessary Municipal/statutory Approvals necessary for start of Construction Work at Site.</p>	<p>15 % of the lump sum fee (Less payment already made)</p>
<p>Stage 3: PRELIMINARY COST ESTIMATES</p> <p>On submitting the final approved preliminary drawings/designs including all external and internal services drawings and model along with preliminary cost estimates of the project and its approval by the BMC.</p>	<p>20% of the lump sum fee (Less payment already made)</p>
<p>Stage 4: DETAILED ESTIMATES & DRAWINGS</p> <p>Preparation & Submission of Detailed design, calculations, working drawings, specification, detailed estimates, BOQ, Tender Document etc. of all individual buildings, External and Internal systems and services and approval by BMC.</p>	<p>35% of the lump sum fee (Less payment already made)</p>
<p>Stage 5: GOOD FOR CONSTRUCTION DRAWINGS</p> <p>On submission of complete sets of working drawings for all the buildings, internal and external services with all the details required for execution of the works and their approval by BMC.</p>	<p>50% of the lump sum fee (Less payment already made)</p>

<p>Stage 6: CONSTRUCTION STAGE</p> <p>Deputing a team of Architect/Engineers at site for inspection, certifying at each stage of progress of construction works (given below) that the work is being done as per approved drawings and specifications, checking and approval of shop drawings submitted by contractors for specialized works, providing clarifications on drawings and additional details required by BMC during execution of works:</p> <ul style="list-style-type: none"> i. On completion of 20% of value of work ii. On completion of 40% of value of work iii. On completion of 60% of value of work iv. On completion of 80% of value of work v. On virtual completion of Construction Work 	<ul style="list-style-type: none"> (i)55% of the lump sum fee (Less payment already made) (ii)60% of the lump sum fee (Less payment already made) (iii)65% of the lump sum fee (Less payment already made) (iv)70% of the lump sum fee (Less payment already made) (v)85% of the lump sum fee(Less payment already made)
<p>Stage 7: COMPLETION OF WORKS</p> <p>On submitting Completion Reports & drawings and obtaining completion/occupancy certificate from Statutory authorities wherever required and on issue of as built drawings along with all audio-video documentation as per scope of services.</p>	<p>99% of the lump sum fee.(Less payment already made)</p>

- 1.8** Payment due to the Consultant against its fee at all stages shall be computed and made as per schedule of payment in Table-3 above. Progressive on account payments shall be made by BMC to Consultant as per sequence of the stages based of work fully completed up to that stage and not for any part thereof.
- 1.9** TDS and statutory deduction, if any shall be deducted as per prevailing Government Rules and Regulations before releasing the payment at each stage to the Consultant. BMC will provide a certificate of TDS deduction made to the Consultant.
- 1.10** No additional fee is payable for deviations in the quantities of any item during actual execution. No extra/substituted items, deviations (plus/minus) shall be considered. Fees will be paid as per design approved by statutory authorities and BMC.

1.11 Modifications, Additions and Alterations:

- 1.12.1 BMC shall have the right to request in writing for additions alterations, modifications or deletions in the design and drawing of any part of the work. Nothing extra will be paid for the same.
- 1.12.2 The Consultant shall not make any material deviation, alteration, addition to or omission from the work shown and described in the contract document except without first obtaining the written consent of the BMC.

CHAPTER 7

CONDITIONS OF CONTRACT

CHAPTER-7

CONDITIONS OF CONTRACT

1. General Provisions:

1.1 Definitions

Unless the context otherwise requires the following terms whenever used in this contract have the following meanings:

- (a) **"Applicable law"** means the law and any other instruments having the force of law in India, as they may be issued and in force from time to time;
- (b) **"Contract"** means the contract including all Annexes hereto and all documents herein attached and the amendments which the PARTIES may hereafter agree in writing to be made to this CONTRACT;
- (c) **"Effective Date"** means the date on which this contract comes into force and effect pursuant to condition 2.1 below;
- (d) **"Consultant"** - "Consultant" shall mean (Name of firm) a firm of Architects, Engineers and Experts engaged for the project having its registered office at appointed by the BMC for providing the comprehensive consultancy services for the development of North Zone Office Building.
- (e) **APPLICANT / BIDDER:** Means the individual, proprietary firm, limited company etc. submitting their bid for participation in the process of selection of the Consultant through this RFP.
- (f) **"Personnel"** means persons hired by the Consultant or by any sub Consultant as employee and assigned to the performance the services or any part thereof;
- (g) **"Party"** means the BMC or the Consultant, as the case may be and parties mean both of them.
- (h) **"Comprehensive Services"** means the work to be performed by the Consultant pursuant to this contract for the purpose of the project, as described in **Chapter-6**.
- (i) **"Sub Consultant"** means any entity to which the Consultant sub-contracts any part of the service in accordance with the provisions of Contract Condition no. 3.6;
- (j) **"Third Party"** means any person or entity other than the Government, BMC, the Consultant or sub Consultant;
- (k) **"BMC"** means **Bhubaneswar Municipal Corporation**.
- (l) **"Project"** shall mean the buildings, other facilities and allied works within the plot of North Zone Office Building.
- (m) **"Project Cost"** means the assessed cost of the Project excluding the cost of land, Comprehensive Services Consultant's fee.
- (n) **"YEAR"** Means "Financial Year" until and unless stated otherwise.
- (o) **"Approved"** shall mean approval granted by the City Engineer in writing or accepted by him for incorporation in the works.
- (p) **"Employer"** means the Bhubaneswar Municipal Corporation acting through the City Engineer of the Bhubaneswar Municipal Corporation.
- (q) **"Department"** means Bhubaneswar Municipal Corporation through City Engineer, BMC until and unless stated otherwise.

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 BMC and the Consultant. The Consultant, subject to this

contract, has complete charge of personnel performing the services and shall be fully responsible for the services performed by them on his behalf.

1.3 Law Governing Contract

This contract, its meaning, interpretation, and the relation between the Parties shall be governed by the Applicable Laws of India and Odisha State.

1.4 Language

This contract shall be executed in English, which shall be binding and controlling language for all matters relating to the interpretation of this contract.

1.5 Headings

The headings shall not limit, alter or affect the meaning of this contract.

1.6 Notices

1.6.1 Any notice, request or consent required or permitted to be given or made pursuant to this contract shall be in writing. Any such notice, request or consent 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 post or facsimile to such party at the address specified below.

City Engineer.
Vivekananda Marg
Near Kalpana Square
Bhubaneswar- 751014

For the Consultant : _____ Address : _____

Attention : _____ Telephone No. : _____
Mobile Phone No. _____
Facsimile : _____ E-mail : _____
(Note: Fill in the Blanks)

1.6.2 Notice will be deemed to be effective as specified below.

- (a) In the case of personal delivery, courier or registered mail, on delivery;
- (b) In the case of email, 48-hours following confirmed transmission;

1.6.3 A party may change its address for notice hereunder by giving the other party notice of such change.

1.7 Authorized Representatives

Any action required or permitted to be taken, and document required or permitted to be executed, under this contract by the BMC or the Consultant may be taken or executed by the officials specified below.

For BMC: City Engineer, BMC or any other person nominated by the City Engineer

For the Consultant:

(Note: Fill in the Blanks)

2. Commencement, Completion, Modification and Termination of Contract

2.1 Effectiveness of Contract

This contract shall come into force and effect from the 10th day from the date of the letter of acceptance of the offer for Comprehensive Consultancy Services.

2.2 Commencement of services

The Consultant shall begin carrying out the services at the end of such time period after the effective date.

2.3 Expiration of contract /Contract Period/ Defect Liability Period

Unless terminated earlier pursuant to condition no. 2.8 of contract conditions hereof, this contract shall expire when services have been completed and all payments have been made at the end of such time period after the effective date or the extended period, if required. Any deficiencies in the project after its completion are to be rectified. Owner will inform the Comprehensive Services Consultant about rectification within 90 days of Consultant submitting that work is over.

2.4 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.

2.5 Modification

Modification of the terms and conditions of this contract, including any modification of the scope of the services, may only be made by written agreement between the parties, however each party shall give due consideration to any proposals for modification made by the other party.

2.6 Force Majeure

2.6.1 Definition

- a) For the purposes of this contract, "Force Majeure" means an event which is beyond the reasonable control of a party and which makes parties performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a party or such party's sub Consultant or agents or employees, nor (ii) any event which a diligent party could reasonably have been expected to both [A] take into account at the time of the conclusion of this contract and [B] avoid or overcome in the carrying out its obligations hereunder.
- c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
- d) Both parties have to keep a record of such conditions which delay the work and the time period for completion of the project will extend accordingly.

2.6.2 No Breach of Contract

The failure of a party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this contract in so far as such inability arises from an event of Force Majeure, provided that the party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this contract.

2.6.3 Measures to be taken

- a) A party affected by an event of Force Majeure shall take all reasonable measures to remove such party's inability to fulfil its obligations hereunder with minimum of delay.
- b) A party affected by an event of Force Majeure shall notify the other party of such event as soon as possible and in any event not later than fourteen (14) days following the occurrence of such event providing evidence of the nature and cause of such event and shall similarly give notice of the restoration of normal conditions as soon possible.
- c) The parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

2.6.4 Extension of Time

Any period which a party shall pursuant to this contract complete any action or task shall be extended for a period equal to the time during which such party was unable to perform such action as a result of Force Majeure.

2.6.5 Consultation

Not later than thirty (30) days after the award of work, as the result of an event of Force Majeure, have become unable to perform a material portion of the services, the parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.7 Suspension

The City Engineer may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of their obligations under this contract, including the carrying out of the services provided that such notice of suspension (i) shall specify the nature of the failure and (ii) request the Consultant to remedy such failure within the period not exceeding thirty (30) days after the issue of such notice of suspension.

2.8 Termination of Contract

The City Engineer may, by not less than thirty (30) days of written notice of termination to the Consultant (except in the event listed in paragraph (g) below, for which there shall be a written notice of not less than forty five (45) days, such notice to be given after the occurrence of the events specified in the paragraph (a) through (i) of this condition no. 2.8, terminate this contract:

- (a) If the Consultant fails to remedy in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to condition no.2.7 herein above, within thirty (30) day of issue of such notice of suspension or within such further period as the City Engineer may have subsequently approved in writing;
- (b) If the Consultant become (or, if the Consultant consist of more than one entity, if any of their members becomes) 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 fails to comply with any final decision reached as a result of arbitration proceedings pursuant to condition no. 8 hereof;
- (d) if the consultant submits to the City Engineer a statement which has a material effect on the right, obligations or interests of the BMC and which the consultant know to be false;
- (e) If the Consultant being a firm/company shall pass a resolution or the court shall make any order that the firm/company shall be wound up or a receiver or a manager on behalf of the creditor shall be appointed or if circumstances shall arise which entitle the court or creditor to appoint a receiver or a manager or which entitles the court to make up a winding order.
- (f) If the Consultant is in breach of any terms of agreement.

- (g) 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 thirty (30) days or
- (h) if the City Engineer, in its sole discretion and for any reason whatsoever, decides to terminate this contract
- (i) If the owner decides to curtail or totally abandon the work, then payment to the consultant will be made up to stage of work completed.

When the Consultant has made himself liable for action under any of the cases aforesaid the Employer shall have power:

- a) To determine or rescind the agreement.
- b) To engage another Consultant to carry out the balance work debiting the Consultant the excess amount if any so spent.

2.8.1 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Contract Conditions No. 2.8 hereof, or upon expiration of this Contract to Contract Condition no. 2.3 hereof, all rights and obligations of the Parties hereunder shall cease, except:

- (i) Such rights and obligations as may have accrued on the date of termination or expiration;
- (ii) The obligation of confidentiality set forth in Contract Condition no. 3.3 hereof; (iii) Any right which a Party may have under the Applicable Law.

2.8.2 Cessation of Services

Upon termination of this Contract by notice pursuant to Contract Conditions No. 2.8 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the City Engineer, the Consultant shall proceed as provided, respectively, by Contract Conditions hereof.

2.8.3 Payment upon Termination

Upon termination of this Contract pursuant to Contract Condition no. 2.8 hereof, the City Engineer shall make the following payments to the Consultant (after offsetting against these payments any amount that may be due from the Consultant to BMC):

- (i) Remuneration for Services satisfactorily performed prior to the effective date of termination
- (ii) Except in the case of termination pursuant to Contract Condition no. 2.8 hereof, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

3. Obligations of the Consultant

3.1 General

3.1.1 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 consider 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 advisors to the BMC, and shall at all times support and safeguard the BMC's legitimate interests in any dealings with sub-Consultant or third parties. The Consultant shall also suggest and recommend remedial measures for timely completion of the project.

3.1.2 Law Governing Services

The Consultant shall perform the services in accordance with the Applicable Law and shall take all practicable steps to ensure that any sub-Consultant, as well as the personnel and agents of the Consultant and any sub-Consultant comply with the Applicable Law. If required the City Engineer shall advise the Consultant in writing of relevant local customs and the Consultant shall, after such notifications, respect such customs.

3.2 Confidentiality

The Consultant, their sub-Consultant and the personnel of either of them shall not, either during the term or within three (3) years after the expiration of this contract, disclose any proprietary or confidential information relating to the projects, the services provided by him under, this contract or BMC's operations without the prior written consent of the City Engineer.

3.3 Liability of the Consultant

Subject to additional provisions, the Consultant's liability under this contract shall be as provided by the Applicable Law.

- A.** Except in case of gross negligence or wilful 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 Consultant with respect to damage caused by the Consultant to the BMC, shall not be liable to the BMC:

(i) For any indirect or consequential loss or damage; and (ii)

For any direct loss or damage that exceeds:

- a). The total payments for professional Fees and Reimbursable Expenditures made or expected to be made to the Consultant hereunder, or
- b) The proceeds the Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such a liability, whichever of (A) or (B) is higher.

- 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.

3.4 Professional liability Insurance to be taken by the Consultant

The Consultant shall indemnify and hold harmless BMC, his agents, representatives and employees against any suit, damages, demands, claims, costs etc. arising out of or in any way connected with the negligent acts or omissions of the Consultant, his employees, agents, representatives in the performance of the CONSULTANT's obligations under this contract and for this purpose shall take out and maintain a Professional Indemnity-Insurance Policy with a Nationalized Insurance Company by paying a premium limited to 0.2% of the fee per annum till the currency of the agreement or period of 10 years whichever is earlier. A copy of the policy shall be deposited with the City Engineer.

3.5 Consultant's Actions requiring BMC's prior Approval

The consultant shall obtain prior approval of the City Engineer in writing before entering into a subcontract for the performance of any part of the Services, it being understood

- (a) That the selection of the sub-consultant and the terms and conditions of the subcontract shall have been approved in writing by the City Engineer prior to the execution of the subcontract.
- (b) That the Consultant shall remain fully liable for the performance of the Services by the sub consultant and it's Personnel pursuant to this Contract.

3.6 Reporting Obligations

The consultant shall submit to the City Engineer the reports and documents specified in Scope of Comprehensive Consultancy Services, in the form, in the numbers and within the time periods as specified.

3.7 Documents prepared by the Consultant to be the property of BMC

All plans, drawings, specifications, designs, reports and other documents prepared by the Consultant in performing the services shall become and remain the property of BMC, and the Consultant shall, not later than upon termination or expiration of this contract, deliver all such documents to the City Engineer, together with a detailed inventory thereof. The consultant may retain a copy of such documents. The Consultant shall not use these documents for purposes unrelated to this contract without the prior written approval of the BMC.

3.8 Material furnished by the City Engineer

The material made available to the Consultant by the City Engineer shall be the property of the City Engineer and shall be marked accordingly. Upon termination or expiration of this agreement,

the consultants shall furnish forthwith to the City Engineer, an inventory of such materials and shall dispose of such materials in accordance with the instructions of the City Engineer.

5.0 ABANDONMENT OF WORK

- 5.1 If the Consultant abandons the work for any reasons whatsoever or becomes incapacitated from acting as Consultant as aforesaid, the City Engineer may make full use of all or any of the drawings prepared by the Consultant and that the Consultant shall be liable to pay such damages as may be assessed by the City Engineer subject to a maximum of 10% (Ten percent) of the total fee payable to the Consultant under this agreement. The BMC may make full use of all or any of the drawings prepared by the consultant and proceed from the stage from where the consultant left the work.
- 5.2 If at any time after acceptance of offer of consultancy, BMC decides to abandon or reduce the scope of work for any reason whatsoever, the BMC shall give notice to the consultant in writing to that effect and he shall act accordingly. The consultant have no claim to any payment of compensation or otherwise whatsoever. The consultant shall be entitled to all such fee for the services rendered and liable to refund the excess payment, if any made to him over and above what is due in terms of this agreement.

6.0 RIGHTS & RESPONSIBILITY

- 6.1 The responsibilities about the soundness, correctness and efficiency of the proposal shall rest with the Consultant.
- 6.2 All plans, designs and data collected for this project shall be the property of BMC. The Consultant shall have no right to them in any way without the written consent of the City Engineer (BMC). The entire information as furnished to the Consultant as well as that gathered by the Consultant in the process of inspection shall be kept strictly confidential and not passed on to any unauthorized person. The Consultant shall also indemnify BMC from and against all claims and proceedings for or on account of infringement of any patent rights, etc. in respect of each and every part of the work. Such indemnity shall be furnished to the City Engineer upon acceptance of quotation and before any payment is made.
- 6.3 The proof checking, if any, got done by a third party by the BMC shall not absolve the lead consultant of any of his responsibilities. All reports including design/drawings submitted by them shall bear the signature of the Team Leader/authorized representative of the consulting firm and the consultants shall be fully responsible for the soundness, correctness and feasibility of the design prepared by them.

7.0 NUMBER OF DOCUMENTS AND COPY RIGHT

- 7.1 All the documents/drawings, designs, reports and any other details envisaged under this agreement shall be supplied in five copies. All drawings as required for submission to all the local bodies and other authorities shall be submitted as per the requirement of local body. All the drawings for the comments, discussion and approval of BMC shall be submitted in triplicate. Six copies of all the final drawings shall be submitted to the City Engineer along with one reproducible in A-1 or large size along with a soft copy in CD. If there is any revision in any drawing/document for any reason, six copies of drawing/document shall be re-issued along with soft copy in CD without any extra charges. All these drawings will become the property of the City Engineer. The City Engineer may use these drawings in part or full in any other work without any notice to the consultant and without any financial claim of the consultant.

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

8.0 GENERAL CONDITIONS

- 8.1 The Architectural Consultant shall be fully responsible for the technical soundness of the proposal including those of specialists engaged if any, by him.
- 8.2 The City Engineer will have the liberty to supervise and inspect the work of Consultant and/ or his sub-Consultants at any time by any officer nominated by him who shall be at liberty to examine the records/documents.
- 8.3 The Proposals shall be based on National code of practice, local bye-laws, environmental regulations and design norms and sound engineering practices.
- 8.4 The Consultant shall render every assistance, guidance and advise in general to the Engineer-Charge on any matter concerning the technical aspects of the project.
- 8.5 The Consultant shall promptly notify the City Engineer of any change in the constitution of his firm. It shall be open to the City Engineer to terminate the Agreement on the death, retirement, insanity or insolvency of any person being Director in the said firm, or on the addition or introduction of a new Director not promptly informed in foresaid, this Agreement shall continue to be in full force and effect notwithstanding any changes in the constitution of the firm by death, retirement, insanity or insolvency of any of its Director or addition or introduction of any new Director. In case of death or retirement, the surviving or remaining Directors of the firm shall be jointly and severally liable for the due and satisfactory performance of all the terms and conditions of this Agreement.
- 8.6 The Consultant shall during the period of this assignment, and till the satisfactory completion of the project, act as consultant and give related advice regarding the project.
- 8.7 The professional fees of the Consultant shall be inclusive of all cost related to visits to the site, attending meetings/ conferences and making suitable presentations.
- 8.8 Consultant's professionals fees are also inclusive of responsibilities of carrying out modifications in design and drawings
- 8.9 The Consultant shall exercise all reasonable Skill, care and diligence in the discharge of duties hereby agreed to be performed by them.

9.0 RESPONSIBILITY OF ACCURACY OF PROJECT PROPOSAL

- 9.1 The consultant shall be responsible for accuracy of the data collected and the designs, drawings and construction drawings prepared by him as a part of the Project.

10.0 APPROVAL AND LIABILITIES

- 10.1 The Consultant shall inform the BMC about the name, professional qualifications and experience of sub-consultants proposed to be engaged by him, if any, and obtain prior written approval of the BMC for such engagement. However, the Consultant shall be responsible for the correctness and accuracy of designs and drawings prepared by subconsultants.
- 10.2 The Consultant shall be responsible for technical soundness of the services rendered by him or his sub-consultants.
- 10.3 The Consultant shall supervise the said work to ensure that the work is carried out generally in accordance with the drawings, specifications, and his own concept. Appointment of BMC's own supervisory staff shall not absolve the Consultant of his responsibility of supervision.
- 10.4 It shall be responsibility of the Consultant and his sub-consultants to prepare all design and drawings in accordance with the relevant BIS codes of practice and bye-laws.
- 10.5 The Consultant hereby agrees that the fee to be paid as provided in this agreement shall be in full discharge of functions to be performed by him and no claim whatsoever shall be made against the BMC in respect of any proprietary rights or copy rights relating to the plans, drawings, and specifications on his part or on the part of any other party.
- 10.6 The drawings, design, related details, and specifications prepared and acquired by the Consultant for the work entrusted to him under this agreement shall become the property of the BMC. The drawings, design, plans related details, and specifications shall not be issued to any other person, firm or authority or used by the Consultant for any other project without the prior permission of the BMC.
- 10.7 The Consultant shall not assign, sub-let, transfer any obligation or right of the Consultant under this agreement without the written consent of the BMC.
- 10.8 The Consultant shall indemnify and keep indemnified the BMC any claim regarding drawings, designs, plans, related details and specifications prepared and acquired for the work entrusted to him under this agreement by any other party and against all costs and expenses incurred by the BMC in defending themselves against such claims.
- 10.9 The detailed estimate for the work prepared by the consultant should be accurate. It is a term of the agreement that on completion of work, the final cost of work should not deviate more than 10% of the estimate prepared by the consultant. It is also a term of the agreement that **quantity of individual item on completion of work should not exceed by more than 30% of the quantity worked out by the consultant in the detailed estimate**. If the overall deviation, due to default / wrong estimation of the consultant is more than 10% or deviation of any individual item is more than 30%, than **the consultant is liable to pay a compensation @ 2% of such deviation (beyond agreement quantity)**. The maximum compensation payable on this account will be 10% of the total fee payable to the consultant. The decision of the Chief Project Manager (Housing) whether the deviation are due to default of the consultant or due to genuine reason on account of authorized deviation by City Engineer shall be final and binding on the consultant.

10.10 The detailed estimate prepared by the consultant for call of tender should be complete in all respect to achieve the completion of project as conceptualized. However in case during execution of works it is observed that a certain essential items which are required to complete the work as conceptualized, are missing which force City Engineer to get them executed through extra item to executing agency or through separate work order / agreement, then the compensation @ 5% of cost of such missing items shall be levied on the consultant. The decision of the CPM (Education) with respect to missing items shall be final and binding on the consultant.

10.11 The compensation/ penalties levied on consultant in different clause mentioned herein above are levied independently.

11. Consultant's Personnel

11.1 General

The Consultant shall employ and provide such qualified and experienced personnel as are required to carry out the services.

11.2 Description of Personnel

(a) The titles, job descriptions, minimum qualification and estimated periods of engagement in carrying out of the services of each of the consultant's Key personnel as described in Technical proposal. If any of the key personnel has already been approved by the Engineer-in-Charge, his/her name is listed as well.

(b) If required to comply with the provisions of this contract, adjustments with respect to the estimated periods of engagement of key personnel set forth in Technical proposal may be made by the Consultant by written notice to the City Engineer provided; (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week whichever is larger. Any other such adjustments shall only be made with the written approval of the City Engineer.

(c) If the additional work is required beyond the scope of the services specified in Terms of reference, the estimated periods of engagement of key personnel set forth in Technical proposal may be increased by agreement in writing between the City Engineer and the consultant.

11.3 Approval of personnel

The key personnel and sub Consultant listed by title as well as by name in Technical Proposal and accepted by the City Engineer shall deem to be approved by the City Engineer. In respect of other Key Personnel that the Consultant propose to use in carrying out of the service, the Consultant shall submit to the City Engineer for review and approval a copy of their biographical data. If the City Engineer does not object in writing (stating the reasons for the objection) within twenty one (21) calendar days from the date of receipt of such biographical data and (if applicable) such certificate, such key personnel shall be deemed to have been approved by the City Engineer.

11.4 Removal and/or Replacement of Personnel

1. Except as the City Engineer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reasons beyond the reasonable control of the consultant, it becomes necessary to replace any of the personnel, the consultant shall forthwith provide as a replacement another person of equivalent or better qualifications.
2. If the City Engineer (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 written request of the City Engineer specifying the grounds therefore, forthwith provide as a replacement a person with qualification and experience acceptable to the City Engineer.
- 3.

12. Obligations of the City Engineer

12.1 Changes in the Applicable law

If after the date of this contract, there is any change in the Applicable Law with the respect to taxes and duties which increase or decrease 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-

12.2 Payment

In consideration of the services performed by the Consultant under this Contract, the BMC shall make to the Consultant such payments and in such manner as is provided this Contract.

13. Payments to the Consultant

13.1 Currency of Payment

All payments shall be made in Indian Rupees.

14. Fairness and Good Faith

14.1 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.

14.2 Responsibility for accuracy of project proposal

The consultant shall be responsible for accuracy of the data collected and the designs, drawings prepared by him as a part of the project.

14.4 COMPENSATION /LIQUIDATED DAMAGES AND PENALTIES

14.4.1 The time allowed for carrying out the work shall be strictly observed by the consultant and shall be deemed to be the essence of the contract on the part of the consultant. The work shall, throughout the stipulated period of the contract be proceeded with all diligence and in the event of failure of the Consultant to complete the work within time schedule, as specified in the document or within the validity of extended time period, the consultant liable for a compensation at the rate of 1.5% of agreed fee per month of delay to be computed on per day basis subject to maximum of ten percent of agreed fee shall be levied on the consultant. The decision of the City Engineer of concerned project as to the period of delay on the part of the consultant and the quantum of compensation for such delay shall be final and binding on the consultant.

14.4.2 Liquidated Damages

14.4.2.1 The detailed estimate for the work prepared by the consultant should be accurate. It is a term of the agreement that on completion of work, the final cost of work should not deviate more than 10% of the estimate prepared by the consultant. It is also a term of the agreement that quantity of individual item on completion of work should not exceed by more than 30% of the quantity worked out by the consultant in the detailed estimate. If the overall deviation, due to default / wrong estimation of the consultant is more than 10% or deviation of any individual item is more than 30%, then the consultant is liable to pay a compensation @ 2% of such deviation (beyond agreement quantity). The maximum compensation payable on this account will be 10% of the total fee payable to the consultant. The decision whether the deviation are due to default of the consultant or due to genuine reason on account of authorized deviation by City Engineer shall be final and binding on the consultant.

14.4.2.2 The detailed estimate prepared by the consultant for call of tender should be complete in all respect to achieve the completion of project as conceptualized. However in case during execution of works it is observed that a certain essential items which are required to complete the work as conceptualized, are missing which force City Engineer to get them executed through extra item to executing agency or through separate work order / agreement, then the compensation @ 5% of cost of such missing items shall be levied on the consultant. The decision of the City Engineer with respect to missing items shall be final and binding on the consultant.

14.4.2.3 The compensation to be levied on consultant in different clause mentioned herein above is independent to compensation to be levied under other clauses.

14.5 FAIRNESS AND GOOD FAITH

14.5.1 Good Faith

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

14.5.2 Operation of the Agreement

The Parties recognize that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Agreement either Party believes that this Agreement is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to clauses of this document.

14.5.3 Warning / Debarring

In addition to the Compensation as mentioned in relevant clauses of the contract, warning may be issued to the erring Consultant for minor deficiencies. In the case of major deficiencies in the Feasibility- cum-Preliminary Design Report causing adverse effect on reputation of BMC, other penal action including debarring the Consultant for certain period may also be initiated as per policy of BMC.

15.0 SETTLEMENT OF DISPUTES & ARBITRATION

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

- (i) If the consultant considers any work demanded of him to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by the City Engineer on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable, he shall promptly within 15 days request the Commissioner, BMC in writing for written instruction or decision. Thereupon, the Commissioner, BMC shall give his written instructions or decision within a period of one month from the receipt of the Consultant's letter.

16.0 Foreclosure/ Part Foreclosure

- 16.1** If at any time after acceptance of the tender, City Engineer shall decide to abandon or reduce the scope of the consultancy works for any reason whatsoever and hence not require the whole or any part of the works to be carried out, the City Engineer shall give notice in writing to that effect to the consultant by not less than thirty (30) days and the consultant shall act accordingly in the matter. The consultant shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the

execution of the consultancy works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

16.2 Upon termination of this contract, the Consultant shall take necessary steps to bring the work to a close in a prompt orderly manner and shall handover all the documents/ reports prepared by the Consultant up to and including the date of termination to the City Engineer.

The Consultant shall be duly paid for the works carried out and services rendered till the date of termination.

17.0 Carrying out Part Work at Risk and Cost of Consultant.

If the consultant:

- (i) At any time makes default during currency of the contract or does not execute any part of the scope of work with due to diligence and continues to do so even after a notice in writing of 7 days in this respect from the City Engineer; or
- (ii) Commits default in complying with any of the terms and condition of the contract and does not remedy it or takes effective steps to remedy it within 7 days even after a notice in writing is given in that behalf by the City Engineer; or
- (iii) Fails to complete the scope of work(s) or items of scope of work with individual dates of completion, on or before the date(s) so determined, and does not complete them the period specified in the notice given in writing in that behalf by the City Engineer.

The City Engineer without invoking action under any other clause of the contract may, without prejudice to any other right or remedy against the consultant which have either accrued or accrue thereafter to BMC, by a notice in writing to take the part work / part incomplete work of any item(s) in the scope of work out of the consultant's hands and shall have powers to:

- (a) Take possession of all the drawings, documents etc., thereon; and/or
- (b) Carry out the part work / part incomplete work of any item(s) by any means at the risk and cost of the consultant.

The City Engineer shall determine the amount, if any, that is recoverable from the consultant for completion of the part work/ part incomplete work of any item(s) taken out of his hands and execute at the risk and cost of the consultant. The liability of consultant on account of loss or damage suffered by BMC because of action under this clause shall not exceed 10% of the tendered value of the work.

The certificate of the City Engineer as to the value of work done shall be final and conclusive against the consultant provided always that action under this clause shall only be taken after giving notice in writing to the consultant. Provided also that if the expenses incurred by the BMC are less than the amount payable to the consultant as determined by the City Engineer for the work in question, the difference shall not be payable to the consultant.

Any excess expenditure incurred or to be incurred by BMC in completing the part work/ part incomplete work of any item(s) or the excess loss of damages suffered or may be suffered by the BMC as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to BMC in law or per as agreement be recovered from any money due to the consultant on any account, and if such money is insufficient, the consultant shall be called upon in writing and shall be liable to pay the same within 30 days.

In the event of above course being adopted by the City Engineer, the consultant shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advance on any account or with a view to the execution of the work or the performance of the consultant.

CHAPTER 8

AGREEMENT

CHAPTER-8 AGREEMENT

The agreement made this _____ day of _____ Two Thousand Eighteen between the Bhubaneswar Municipal Corporation (BMC) and _____

_____ (name of consultant) on the other hand, hereinafter known as the Consultant, which includes its authorized representatives, and legal heirs, for the work providing "**Comprehensive Consultancy Services for North Zone Office Building Design** "at tendered amount of Rs..... (Rupees.....)

And whereas the BMC has invited the Bids from eligible Consultants fulfilling the eligibility criteria for providing comprehensive consultancy services for implementation of the aforementioned Project and whereas the BMC has accepted the offer of the consultant on the terms and conditions hereafter appearing.

NOW, THEREFORE, THIS AGREEMENT WITNESSES AS FOLLOWS:-

1. In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the conditions of contract (herein after referred to as the conditions of contract).
2. The following documents shall be deemed to form and be read and construed as part of this agreement namely:
 - (a) Letter (**Chapter-1**)
 - (b) Notice Inviting bid for Comprehensive Consultancy Services (**Chapter-2**)
 - (c) Information and Instructions for Bidders for Tendering and Submission of Documents(**Chapter-3**)
 - (d) Technical Bid Stage-I & Presentation (Technical Bid Stage-II)- Process and Evaluation(**Chapter-4**)
 - (e) Terms of Reference for Comprehensive Consultancy Services (**Chapter-5**)
 - (f) Fee for Comprehensive Consultancy Services (**Chapter-6**)
 - (g) Conditions of Contract(**Chapter-7**)
 - (j) **Agreement (Chapter-8)**
 - (k) Financial Proposal and Abstract of Consultancy Fee (**Annexure-N & M**)
 - (l) Any other document like minutes of the pre-bid meeting, letter of extension of validity of offer, etc (to be decided at the time of award)
3. In consideration of the fee to be paid by BMC to the Consultant as agreed to between the parties, the consultant hereby covenants with BMC to provide the consultancy services in conformity in all respect with the provision of this contract.

4. BMC hereby covenants to pay the consultancy in consideration of the provision of consultancy services the contract fee at times and in the manner prescribed by the contract.

CONSULTANT

City Engineer
Bhubaneswar Municipal Corporation.

WITNESS:

1.

2.

APPENDIX- I

TECHNICAL PROPOSAL

Annexure - A

DETAILS OF SIMILAR PROJECTS COMPLETED

(As per the definition of similar projects used in this document during the last 7 years)

Sl. No.	Name of project & location	Owner or sponsoring organization	Cost of project in crores/ Total Built Area of the project (excluding basement etc.)	Date of completion as per contract.	Stipulated date of completion	Actual date of completion	Name & address/ telephone No. of Officer to whom reference may be	Remarks
1	2	3	4	5	6	7	8	9

Signature of Bidder

Annexure - B

PROJECTS UNDER EXECUTION OR AWARDED

Sl. No	Name of Project & location	Owner or sponsoring organization	Cost In crore/ Total Built Area of the project (excludi	Date of commencement as per contract	Stipulated date of completion	Up to date percentage progress of project	Slow progress/ if any and reasons thereof	Name & address/ Telephone No. of Officer to whom reference may be made	Remarks
1	2	3	4	5	6	7	8	9	10

Signature of Bidder

Annexure - C

**LIST OF OVERALL MAJOR/ IMPORTANT PROJECTS DESIGNED BY THE FIRM SINCE
INCEPTION**

Sl. No	Name of Project & location	Owner or sponsor of project	Cost of Project in crores/ Total Built Area of the project	Date of commencement as per contract	Stipulated date of completion	Up to date percentage progress of project	Slow progress/ if any and reasons thereof	Name & address/ Telephone No. of Officer to	Remarks
1	2	3	4	5	6	7	8	9	10

Signature of Bidder

Annexure - D

**PERFORMANCE REPORT OF PROJECTS REFERRED TO
IN ANNEXURE- A AND ANNEXURE- C**

- 1) Name of Project and Location:
- 2) Agreement No.:
- 3) Estimated Cost:
- 4) Tendered Cost:
- 5) Date of Commencement:
- 6) Date of Completion:
 - a) Stipulated date of completion:
 - b) Actual date of completion:
- 7) Amount of compensation levied for delayed Completion, if any:
- 8) Performance Report:

Dated:

EMPLOYER

Annexure - E

ORGANISATIONAL DESCRIPTION AND DETAILS

- (1) Name & Address of the Bidder with Telephone No./Fax No.
- (2) Firm Inception Details
 - a) Year of Establishment
 - b) Date & year of commencement of practice
- (3) Legal status of the Bidder (attach copies of original document defining the legal status)
 - a) An Individual
 - b) A proprietary firm
 - c) A firm in partnership
 - d) A limited company or Corporation
- (4) Particulars of registration with various Government bodies (attach attested photo-copy)

<u>Organization/Place of registration</u>	<u>Registration No.</u> a)
b)	
- (5) Names and Titles of Directors & Officers with designation to be concerned with this project.
- (6) Designation of individuals authorized to act for the organization.
- (7) Was the Bidder ever required to suspend the project for a period of more than six months continuously after you commenced the planning? If so, give the name of the project and reasons of suspension of project.
- (8) Has the Bidder or any constituent partner in case of partnership firm, ever abandoned the awarded project before its completion? If so, give name of the project and reasons for abandonment.
- (9) Has the Bidder, or any constituent partner in case of partnership firm, ever been debarred/ blacklisted for competing in any organization at any time? If so, give details.
- (10) Has the Bidder or any constituent partner in case of partnership firm, ever been convicted by a court of law? If so, give details.
- 11) In which field of Consultancy the Bidder as specialization? List the specialization areas for which the firm has in-house capability?
- 12) Any other information considered necessary but not included above.

Signature of Bidder

Annexure – F (A)

**DETAILS OF TECHNICAL PERSONNEL TO BE DEPLOYED FOR THIS PROJECT
(List the personnel available in organization of bidder)**

S.NO.	Name	Qualification	Designation	Details of Experience	Role in this project	Remarks
1	2	3	4	5	6	7

Signature of Bidder

(Note: After award of contract, BMC expect all of the proposed key personnel to be available during implementation of the contract. The BMC will not consider substitutions during contract implementation except under exceptional circumstances up to a maximum of 25 percent of key personnel (considering equal weightage for each key personnel) and that too by only equally or better qualified and experienced personnel.)

Annexure – F (B)

DETAILS OF DISCIPLINES FOR WHICH SUB-CONSULTANTS ARE PROPOSED TO BE APPOINTED BY THE BIDDER

Sl. NO.	Name of Discipline	Details of Discipline	Role in this project	Remarks
1	2	3	4	5

Signature of Bidder

Annexure-G

**DETAILS OF TECHNICAL PERSONNEL TO BE DEPLOYED FOR THIS PROJECT
(List the personnel available with Sub-Consultants associated with bidder)**

S.NO.	Name	Qualification	Designation	Details of Experience	Role in this project	Remarks
1	2	3	4	5	6	7

Signature of Bidder

Annexure-H

Undertaking: Integrity Pact	BMC
------------------------------------	------------

UNDERTAKING FOR INTEGRITY PACT

To,

City Engineer,

-----,

Dear Sir,

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

I/We agree that the Request For Proposal (RFP) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the RFP.

I /We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when RFP is finally accepted by BMC. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article I of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the RFP, BMC, shall have unqualified, absolute and unfettered right to disqualify the Bidder and reject the RFP in accordance with terms and conditions of the RFP.

Yours faithfully

(Duly authorized signatory of the Bidder)

Integrity Pact	BMC
-----------------------	------------

To be signed by the Bidder and same signatory competent/authorized to sign the relevant contract on behalf of BMC.

Annexure-I

INTEGRITY AGREEMENT

This Integrity Agreement is made at -----**----- on this ----**---- day of -----**-----20-----**-----
-

BETWEEN

BMC, represented through City Engineer, Bhubaneswar Municipal Corporation (BMC)

-----**-----

BMC. -----**-----, (Hereinafter referred as the (Address of Division)

BMC, which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

-----**-----

(Name and Address of the Consultant / Firm/Company)

Through -----**----- (Hereinafter referred to as the

(Details of duly authorized signatory)

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

Preamble

WHEREAS the BMC has floated the RFP (RFP No. -----**-----) (hereinafter referred to as “RFP/Bid”) and intends to award, under laid down procedure, contract for -----

**-----

(Name of work)

Hereinafter referred to as the “**Contract**”

AND WHEREAS BMC values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relation with its Consultant(s)

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

****to be filled by City Engineer**

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

Article 1: Commitment of BMC

- I. BMC commits itself to take all measures necessary to prevent corruption and to observe the following principles:

- (i) No employee of the BMC, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- (ii) BMC will, during the Tender process, treat all Bidder(s) with equity and reason. BMC will, in particular, before and during the Tender process, provide to all Bidder(S) the same information and will not provide to any Bidder(s) confidential /additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
- (iii) BMC shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- (iv) If BMC obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC) /Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the BMC will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

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

- I. It is required that each Bidder/Consultant (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government/ BMC all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- II. The Bidders(s)/Consultant(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
 - (i) The Bidder(s)/Consultant(s) will not, directly or through any other person or firm, offer, promise or give to any of the BMC employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
 - (ii) The Bidder(s)/Consultant(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to fee, specifications,

certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.

- (iii) The Bidder(s)/Consultant(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Consultant(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the BMC as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- (iv) The Bidder(s)/Consultant(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- (v) The Bidder(s)/Consultant(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (vi) The Bidder(s)/Consultant(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and /or to influence the procurement process to the detriment of the Government interests.
- (vii) The Bidder(s)/Consultant(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the BMC under law or the Contract or its established policies and laid down procedures, the BMC shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Consultant(s) and the Bidder/Consultant accepts and undertakes to respect and uphold the BMC's absolute right:

- I. If the Bidder(s)/Consultant(s) either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the BMC after giving 14 days notice to the consultant shall have powers to disqualify the Bidder(s)/Consultant(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Consultant from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the BMC. Such exclusion may be forever or for a limited period as decided by the BMC.

- II. Criminal Liability: If BMC obtains knowledge of conduct of a Bidder or Consultant, or of an employee or a representative or an associate of Bidder or Consultant which constitutes corruption within the meaning of IPC Act, or if the BMC has substantive suspicion in this regard, the BMC will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

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

Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors

- I. The Bidder(s)/Consultant(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Consultant shall be responsible for any violation(s) of the principle laid down in this Agreement/Pact by any of its Sub-contractors /sub vendors.
- II. The BMC will enter into Pacts on identical terms as this one with all Bidders/Consultants and Contractors.
- III. The BMC will disqualify Bidders, who do not submit, the duly signed Pact between the Employer and the Bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6- Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 09 (Nine) months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other Bidders, till the Contract has been awarded.

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

Article 7- Other Provisions

- I. This Pact is subject to Indian law, place of performance and jurisdiction is the Head quarters of the Division of the BMC, who has floated the Tender.
- II. Changes and supplements need to be made in writing. Side agreements have not been made.

- III. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

- IV. It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement/Pact, any action taken by the BMC in accordance with this Integrity Agreement/Pact or interpretation thereof shall not be subject to arbitration.

Article 8 – LEGAL AND PRIOR RIGHTS

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

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

(For and on behalf of BMC)

(For and on behalf of Bidder/Consultant/ Contractor)

Witnesses:

- I. -----
(SIGNATURE, NAME AND ADDRESS)

- II. -----
(SIGNATURE, NAME AND ADDRESS)

Place:

Dated:

Annexure-J

AFFIDAVIT FOR SIMILAR WORK EXPERIENCE

To,

City Engineer,

-----,

I/We undertake and confirm that eligible similar works(s) has/have not been got executed through another Consultant on back to back basis. Further that, if such a violation comes to the notice of BMC, then I/we shall be debarred for tendering in BMC in future forever. Also, if such a violation comes to the notice of BMC before date of start of work, the City Engineer shall be free to forfeit the entire amount of Performance Guarantee.

Yours faithfully

(Duly authorized signatory of the Bidder)

Annexure-K

Curriculum Vitae (CV) for each staff member (To be deployed on the Project)

Proposed Position on this work: _____

Name of Firm: _____

____ Name of staff: _____

Nationality: _____

Profession: _____

Year with the Firm: _____

Details of tasks Assigned: _____

Qualification:

(Summarize College/ University and other specialized education of staff member giving names of college/ institution, year of passing and degree obtained in about Quarter of a page)

Language:

(Include proficiency in speaking, reading and writing each language by a degree of (Excellent/Good/Fair or Poor)

Employment Record & Present Commitments:

(Starting with present position, list in reversed order, and every employment held since graduation, giving dates, names of employing organization, title of position held and location of assignments. For experience in last ten years, also give type of activities performed and references, where appropriate. The information to be provided will include the position, commitment in man-days for this project along with all other ongoing projects, project brief including location, cost, duration of assignment & current status etc.)

Particular Experience under this heading: Give outline of staff member's experience and training pertinent to this work. Describe degree of responsibility held by staff member on relevant previous assignment and give dates and locations in addition academic qualifications (in about half a page)

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this bio-data correctly describes my qualification, my experience and me.

Date: Day/Month/Year: _____

Signature of staff member: _____

Authorized Official from the firm: _____

Note:

(i) Please attach proposed "Work Program" and time schedule for technical personal for all ongoing projects including this project in man-days.

(ii) The above information should be factually correct, providing false or incorrect information will be considered very seriously and Bidder providing false information may be disqualified. **The each CV will be countersigned by the proprietor of Consultancy firm in blue ink.**

APPENDIX- II

FINANCIAL OFFER

Annexure-L

CONFIRMATION FOR SUBMISSION FINANCIAL BID

To:

The City Engineer,
Bhubaneswar Municipal Corporation.

Subject: Comprehensive Consultancy Services for North Zone Office Building Design

Sir

I/We _____ Consultant have submitted financial bid for the evaluation of our firm as Consultant for above work as per the scope of work given under terms of reference.

Yours faithfully,

Signature

Full Name _____

Designation _____

Address _____

Tele Nos: (O) _____ (R) _____

E-mail: _____

Fax No: _____

(Authorized Representative of the Consultant)

Annexure- M

ABSTRACT OF CONSULTANCY FEE

S. No.	Description	Qty.	Unit	Quoted Rates (in Rs.)	
				Rates (in figures)	Rates (in words)
1.	Providing Comprehensive Consultancy Services for North Zone Office Building Design as per terms and conditions stipulated in the RFP document.	Complete Job	1		
	Total				

APPENDIX-III
OTHER DOCUMENTS

Annexure-N

UNDERTAKING

I/We have read and examined the **Technical Bid (Stage-I & II) and Financial Bid** documents.

I/We hereby tender for the execution of the work: **Providing Comprehensive Consultancy Services for North Zone Office Building Design at XIMB Square, Bhubaneswar** within the specified time frame for various activities in all respects and as per terms and condition of agreement and as per instruction given by City Engineer (BMC).

We agree to keep the tender open for 30 (Thirty) days from the date of opening of financial bid and not to make any modifications in its terms and conditions.

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

Dated -----

Signature of Consultants

Postal Address

Witness:

Address:

Occupation:

END of the Document

