

**TENDER DOCUMENT  
FOR  
CONSULTANCY SERVICES  
DUE ON 09-02-2024 at 11:30 A.M.**



*Shri Naina Devi Mandir*

TEMPLE TRUST SHRI NAINA DEVI JI  
DISTT. BILASPUR H.P.) 174310

**OFFICE OF THE CHAIRMAN**  
**TEMPLE TRUST SHRI NAINA DEVI JI CUM- SDM SHRI NAINA DEVI JI AT**  
**SWARGHAT**  
**DISTT. BILASPUR (H.P.) 174310**  
**Tele: 01978- 284094**

**TENDER FOR CONSULTANCY SERVICES**

BID REFERENCE

Date:

- Place of opening and evaluation of Technical Bids : **Office of The Commissioner  
Temple Trust SNDJI –  
cum- ADC BILASPUR,  
Distt. BILASPUR  
(H.P.) 174001**
- Place of opening and evaluation of Financial Bids : **Office of The Commissioner  
Temple Trust SNDJI –  
cum- ADC  
BILASPUR,  
Distt. BILASPUR  
(H.P.) 174001**
- Bid validity: 90 (Ninety days from the date  
of opening of financial bid )

**TEMPLE TRUST SHRI NAINA DEVI JI DISTT. BILASPUR (H.P.) 174310**

**Chairman Temple trust Shri Naina Devi Ji** Invites Request for Proposals (RFPs including PROJECT MANAGEMENT CONSULTANCY) through e-Tender for “Comprehensive Architectural planning, designing and DPR for the development/ beautification /rejuvenation of Shri Naina Devi Ji Temple Complex, Const. of Modern Langar Complex, Camp House and renovation of Sarovar at Kollan Walla Toba, District BILASPUR (H.P.) as per the details given in RFP document.

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The information contained in this Request for Proposal (RFP) document provides the terms and conditions set out for the selection of a professional firm/consultant for preparing a Master Planning of project and providing Architectural and Engineering Design Development services for Shri Naina Devi Ji Temple trust BILASPUR (H.P.). Subsequently, if required, further information or clarification shall be provided to the firm/consultant, whether verbally or in documentary or any other form as appropriate by or on behalf of Chairman temple trust Shri Naina Devi Ji.

This RFP is not an agreement and is neither an offer nor invitation by Chairman temple trust Shri Naina Devi Ji. to the prospective Bidders or any other firm or person. The purpose of this RFP is to provide interested parties with information that may be useful to them in formulation of their proposals pursuant to this RFP document. This RFP includes statements which reflect various assumptions and assessments arrived at by Chairman temple trust Shri Naina Devi Ji in relation to the consultancy work referred to in this RFP. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP document may not be appropriate for all persons, and it is not possible for Chairman temple trust Shri Naina Devi Ji, its employees or advisors to consider the objectives, financial situation, technical expertise and particular needs of each party who reads or uses this RFP document.

The information provided in this RFP document is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. Chairman temple trust Shri Naina Devi Ji accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein. Chairman temple trust Shri Naina Devi Ji, its employees and advisors make no representation or warranty and shall have no liability to any firm or person, including any Consultant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP document or arising in any way in participation of Bidder(s) and selection procedure.

The issue of this RFP document does not imply that Chairman temple trust Shri Naina Devi Ji is bound to select a Bidder or to appoint the Selected Bidder or Concessionaire, as the case may be, for Chairman temple trust Shri Naina Devi Ji or the Project. Commissioner/ Chairman temple trust Shri Naina Devi Ji reserves the right not to proceed with the selection or to change the procedure of evaluation/selection to be applied, as well as the right to decline any Bid from processing further at any stage. Chairman temple trust Shri Naina Devi Ji reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

## NOTICE INVITING BIDS

BidNo.:TTSNDJI Const. 165-171

Date 16/01/2024.

Temple Trust Shri Naina Devi Ji invites online (RFP) bids for architectural consultancy services (including preparation of DPR and PROJECT MANAGEMENT CONSULTANCY) for development of Temple Mata Shri Naina Devi Ji District Bilaspur (HP) for estimated cost of Rs. 50 Cr.

| Name of Service  | Tender Fee<br>(Rs.)                  | Bid Security/<br>Earnest Money<br>(Rs.) |
|--|--------------------------------------|---|
| <ul style="list-style-type: none"><li>➤ “Comprehensive Architectural planning, Structural designing and DPR for the development/ beautification/rejuvenation of Shri Naina Devi Ji Temple Complex.</li><li>➤ Const. of Modern Langar Complex.</li><li>➤ Development of Kripali Kund.</li><li>➤ Construction of Camp House and renovation of Sarovar at Kollan Walla Toba, District Bilaspur (H.P.)</li></ul> | Rs.2000/-<br><br>(Two thousand only) | Rs. 2,00000/-<br><br>(Two lakhs only)   |

### 1. Schedule and Important Dates

The bidder shall endeavor to adhere to the following schedule. However, the Chairman Temple Trust Shri Naina Devi Ji may, at their sole discretion, extend the dates by issuing an Addendum.

Table 1: Important Dates and Timeline for Bidding Process

| Sr. No. | Particulars/Event/Activity Description                 | Dates & time   |
|---------|--|--|
| 1.      | Date of RFP publication                                | 22-01-2024   |
| 2.      | Bid download & submission start date & time.           | 22-01-2024 at 11-00 AM   |
| 3.      | Pre-Bid meeting  | 29-01-2024 12.30 PM at Bachat Bhawan, Bilaspur, (HP).  |
| 4.      | Bid submission last date & time.                       | 05-02-2024 up to 5-00PM  |
| 5.      | Physical submission of EMD and cost of tender document | On or before 08-02-2024 up to 5:00PM at Temple Trust Assistant Engineer, office at Matri Anchal Shri Naina Devi Ji office. |
| 6.      | Technical bid opening date & time                      | 09-02-2024 at 11-30 AM at Bachat   |

|    |                                    |                            |
|----|------------------------------------|----------------------------|
|    |                                    | Bhawan Bilaspur, (HP).     |
| 7. | Date of presentation               | Will be announced later on |
| 8. | Financial bid opening date & time. | Will be announced later on |

Detail tender document is available at <https://www.hptenders.gov.in> and <https://www.srinainadevi.com>.

*Note: Any corrigendum and addendum to the tender /RFP notice shall be published on the above websites only.*

2. The Bidding Documents can be downloaded from website: <https://www.srinainadevi.com> for study only.

3. **Availability of Bid Document and mode of submission: -**

The bid document is available online and bid should be submitted online on website: <http://hptenders.gov.in>. Bidder would be required to register in the web-site which is free of cost. For submission of bids, the bidder is required to have digital signature certificate (DSC) from one of the authorized certifying authorities (C.A.). "Aspiring bidders who have not obtained the user ID and password for participating in e-tendering in TTND may obtain the same from the website: <http://hptenders.gov.in>. Digital signature is mandatory to participate in the e-tendering. Bidders already possessing the digital signature issued from authorized CAs can use the same in this tender.

4. **SUBMISSION OF ORIGINAL DOCUMENTS: -** The bidders are required to submit (a) Proof/Bank transfer entry for EMD & Cost of tender document & EMD or original demand draft towards the cost of bid document and (b) original bid security /earnest money deposit (EMD) and other technical documents duly signed by firms/companies with bid document as per provisions of general rules in office of Assistant Engineer, Matri Anchal, Temple Trust Sh. Naina Devi Ji, Distt. Bilaspur (HP) on or before **08-02-2024 up to 05:00 PM** for opening of technical bid, either by registered post or by hand, failing which the bids will be declared non-responsive.
5. Cost of bid form & earnest money shown above will be deposited by RTGS in Temple Trust account No. 36488121207 IFSC code SBIN 0002487, State Bank of India Branch Shri Naina Devi Ji, District Bilaspur, (HP) or the bid shall be accompanied with the cost of tender documents & earnest money in the shape of account payees, Bank Draft in the name of Temple Officer, Temple Trust Shri Naina Devi Ji, District Bilaspur, (HP). The cost of BOQ will be non-refundable.

**BID OPENING DETAIL: -**

6. The Technical bids shall be opened on 09-02-2024 at 11-30 AM in the office of Commissioner, Temple Trust Sh. Naina Devi Ji, District Bilaspur, (HP) by the authorized officer. Only online submission of bids is permitted; therefore, bids must be submitted online on website <http://hptenders.gov.in>. The firms/company those participating in this tendering process are advised to be present along with original documents at the time of

opening of tenders. If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time and venue.

7. The bids for the work shall remain valid for acceptance for a period of 90 days after the deadline date for bid submission.
8. Other details can be seen in the bidding documents. The officer inviting tender shall not be held liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the bidders of any bid updates, Trust shall not be liable for any information not received by the bidder. It is the bidders' responsibility to verify the website for the latest information related to the tender.
9. The bidders should keep checking the website for any corrigendum to the notice/bidding documents till the date of submission of bids, and the bidder should incorporate the same in his biddocuments.
10. Bid documents consisting of qualification information and eligibility criterion of bidders, scope of work and the set of terms & conditions of contract to be complied with by the bidder can be seen on temple website <https://www.srinainadevi.com/> and <http://hptenders.gov.in> scanned copies of the required documents duly signed each page by the bidder should be uploaded in the Technical Bid as prescribed in the Bidding Document as a token of acceptance of each term and condition of tender conditions.
13. Signed copy of Bidding Document is to be submitted by the bidder. The bidders, who disagree on the conditions of Bidding Document, cannot participate in the tender.
14. The EMD of the unsuccessful bidder shall be returned without interest after completion of bidding process.
15. **Inspection of site by the Bidders:**

The Bidders are advised to inspect and examine the venue and take all information and conditions into account in preparing their bid proposal and before submitting the proposal. The Bidders or their representatives may contact Temple officer, Temple Trust Shri Naina Devi Ji.

The Bidder shall be deemed to have full knowledge of the venue whether he/she inspects it or not and no extra charges consequent upon any misunderstanding or otherwise shall be allowed.
16. Any Addendum/Corrigendum will be uploaded on temple website, daily newspaper & <http://hptenders.gov.in>.
17. The undersigned has the right to accept, reject any or all bids or extend bid without assigning any reason.



**Important Note:**

- A. Bidders are required to be upload Technical as well as financial bid on [www.hptenders.gov.in](http://www.hptenders.gov.in) website as per terms of this RFP.**
- B. The complete set of the Technical Bid (including Annexures, Letters, various documentary proofs etc), as being uploaded by the Bidder shall also be submitted in the Hard copy, along with a copy of the same in a pen drive along with the Bid Submission.**
- C. Financial Bids are to be uploaded on the website only as mentioned in the RFP.**
- D. The Financial Bid shall not be submitted with the Technical Bid. Submission of Financial Bid along with Technical Bid will lead to the disqualification of the Bidder.**

# 1. Introduction

## 1.1 Authority

The Temple Trust, Shri Naina Devi Ji Ji (the "**Authority**") plans to take up

Architectural Consultancy Services for the work of Development of Mata Shri Naina Devi Ji

Temple, Tehsil Shri Naina Devi Ji, District Bilaspur, Himachal Pradesh (the "**Project**"). The indicative cost of the Project is approximately Rs. 50 Crores (Rupees fifty Crores) only.

## Project Background

**BILASPUR (Himachal Pradesh)** was the capital of a state of the same name founded in the 7th century, also known as Kahlur. The ruling dynasty was Chandela Rajputs, who claimed descent from the rulers of Chanderi in present-day Madhya Pradesh. The town of BILASPUR (H.P.) was founded in 1663. The state later became a princely state of British India, and was under the authority of the British province of Punjab. BILASPUR (Himachal Pradesh) became a separate state of India under a chief commissioner and on 1<sup>st</sup> July 1954. BILASPUR (Himachal Pradesh) State was made a district of Himachal Pradesh State by Act of Parliament. When the Satluj river was dammed to create the Govind Sagar, the historic town of BILASPUR (H.P.) was submerged and a new town was built upslope of old.

**SHRI NAINA DEVI JI** is one of the most notable places of worship in Himachal Pradesh. Located in Distt BILASPUR (H.P.), it is one of the **51 SHAKTIPEETHS** where limbs of Sati fell on Earth. This holy place witnesses the huge crowd of pilgrims and devotees round the year and especially during Shravan Ashtami and in the Navratras of Chaitra & Ashwin. Located at the hilltop the temple itself is a sight to behold and is of great cultural and religious significance to the people of state.

Special fair is organized during Chaitra, Shravan and Ashwin Navrati, which attracts millions of visitors from Punjab, Haryana, Delhi, Uttar Pradesh and other corners of the country.

## KIRPALI KUND:-

According to Devi Bhagwati Purana, in ancient times, the earth was inhabited by two extremely cruel powerful but childless demons, named Rambh and Krambh. Vaaman Purana maintains that in order to be blessed with a male child both demons severely prayed in the pious land of Panjab for years and years. Lord Indra, Chief Devata" (God) tried to kill them but was able to slay Krambh only, however, Rambh survived. In despair Rambh offered himself to the holy fire but 'Agni Dev, (God of fire), appeared and asked him not to immolate himself. Rambh prayed to Agni Dev for a child as a blessing; Agni Dev told him that he will get a son from a female creature whomsoever he will be attracted to. After receiving the boon, Rambh got attracted towards a buffalo (Mahishi); Mahishasur was named after his mother (Son of Mahishi). Mahishasura also did severe penance for Lord Brahma, who blessed him with a boon that he will not be killed by any human, demon or deity, and will be killed only by some 'Ajanama' (unborn) woman. The demon ignores the possibility of being killed by any unborn woman and starts creating havoc on the earth.

The deities go to Brahma Ji in sorrow, who along with the deities goes to meet Shiva on Mount Kailasha; Shiv along with Brahma Ji and other gods narrate the story to Lord Vishnu Ji. All the deities offer their weapons and power to Adishakti who kills Mahisasura and his demonic

army. At that time, all the gods and sages seated in the sky hail the goddess with the salutation 'Jai Maa Naina, Jai Maa Naina. Due to this Maa Mahishasur Mardini Durga is popularly known as 'Naina Mahish Mardini.' The place where Mahishasura was killed is known as 'MahishaleyPeeth. When Maa Bhavani killed Mahishasura, she handed over his skull to Lord Brahma Ji who established it in the middle of Naina Devi hill which is now known as Brahma Kapali Kund. This 'Peeth' is very significant and the popular belief is that all the wishes are fulfilled at the lotus feet of the Goddess, Shri Naina Devi Ji.

### **KOLAN WALA TOBA:-**

Kolan wala Toba is the first stoppage on the way to Shri Naina Devi Ji. The place is very famous for the beauty of blossoming lotus flowers. It is said that once upon a time, lotus flowers bloomed in Kaulanwala Toubha and its name was 'Kamal Sarovar' Here the devotees of divine mother have been offering lotus flowers at the lotus feet of the mother after taking holy dip in Kaulsar. During festive fair innumerable devotees of Maa come from Kaluan Wala Toba to visit the mother on foot. There is a flower garden in the premises of Toba Sarovar from which flowers are taken every morning for the worship of Mother Goddess .Sufficient number of pilgrims come to the fair on foot through this route and many devotees of the Mother Goddess reach the temple by continuously prostrating themselves on the ground. The fair of Shrawan Ashtami is also known by the name 'Chala' become famous due to the tradition of folk dance. Probably the word Chala expresses the folk dance tradition only. Shravan fairs actually hold a prominent place in terms of public gathering. Many of them come all the way prostrating continuously on the ground accompanied by drums and other musical instruments. The divine Mother instills her devotees with unwavering faith, power and energy. The devotees, therefore, remain blessed by having divine vision of the Goddess.

### **ObjectiveofthisRFP**

Looking at the religious and cultural significance of Shri Naina Devi Ji temple, Temple Trust Shri Naina Devi Ji is committed to make endeavors for improvement of physical infrastructure in the temple area by creating more and enhancing the present facilities for the pilgrims, general public and tourists. Temple trust Shri Naina Devi Ji, District BILASPUR (H.P.) proposes to execute the following developmental/beautification/rejuvenation works at Shri Naina Devi Ji, District BILASPUR (HP):

- 1 Development/ Renovation/ Beautification of Temple Complex like entry, exit gates, stairs renovation, modern toilets, disabled friendly passage, waiting areas, parks, counting hall, renovation of Geeta Bhavan, que system office for staff etc.
- 2 Beautification of entire temple complex by modern energy efficient light and sound system.
- 3 Construction of a modern multi storied langar complex comprising waiting area, modern toilets, dining halls, modern kitchen, stores etc. and should be disabled friendly.
- 4 Development of Kripali Kund and enhancing its significance in form of story-telling by light & sound system along with installation of Mahishasur Mardini Statue.
- 5 Construction of Auditorium redesigning/ renovation /development in Stadium.

- 6 Construction of Camp House/rest house (3-4 storied) containing officers chamber, general rooms, VIP rooms, pantry, meeting hall, staff rooms and parking space at Kollan Walla Toba.
- 7 Renovation/Beautification of Sarovar at Kollanwala Toba.
- 8 Construction of entry gates at Kollan Walla Toba, Ghuwandal Chowk and Near New Bus Stand.

## **2. Instructions to bidder**

### **2.1. Documents constituting RFP**

The RFP documents comprise of the following and are to be read together:

- i) This RFP document, and
- ii) Other addendum documents, if any, constituting any notices, clarifications, Minutes of Meetings, Circulars, amendments, modifications to the RFP document or its constituent parts.

### **2.2. Process of Bidding and Selection of Consultant**

- i) A combined Quality and Cost Based Selection (QCBS) process shall be adopted for the selection of the Consultant.
- ii) Those Consultants, who submit their Proposals online, shall be called Bidders. The Bidders are required to prepare and submit their proposals in accordance with the terms set forth in this RFP.
- iii) The Proposal shall be submitted through online mode only by the Due Date and time stated in the RFP.
- iv) The Bidders are required to submit their Proposals comprising of Proposal Fees, Technical Proposal and Financial Proposal. The Proposal will form the basis of evaluation and selection of the Bidders.
- v) Any Proposal not containing the Proposal Fees, i.e., Tender Fee and Earnest Money Deposit (EMD), shall be rejected summarily.
- vi) The first stage in the selection process shall be evaluation of the Technical Proposals submitted by the Bidders. The purpose of evaluating the Technical Proposal is to ensure the technical expertise and financial capability of the Bidder to provide consultancy services as required. Financial Proposals of only those Bidders qualifying in the Technical Proposal shall be opened.
- vii) The final selection of the firm/consultant will be on the basis of the Final Composite Score (FCS) derived by combining the Technical Score (TS) and the Financial Score (FS) with 70% and 30% ratio respectively. However, the Client (Chairman, Temple Trust Shri Naina Devi Ji) reserves the right to reject any proposal, irrespective of its Final Composite Score. The Client's decision in this regard shall be considered final and binding to all.
- viii) The Client also reserves the right to reject any proposal, irrespective of its Final Composite Score, if the bidder has quoted consultancy fees so low that, in the opinion of Client, such a Bidder may not be able to perform the required services with respect to this RFP. The Client's decision in this regard shall be considered final and binding to all.
- ix) The Bidders are advised to visit the site and examine the parameter and scope of work in

detail, and to carry out, at their own cost, such studies, investigation & analysis as may be required for preparing and submitting their respective Proposals.

- x) The Bidder selected by the Client following the evaluation procedure shall be called Technical Consultant. After selection and subsequent negotiations, if any, a letter of award shall be sent to the Technical Consultant, after which an Agreement shall be signed between the Client and the Technical Consultant.
- xi) The statements and explanations contained in this RFP are intended to provide a broad understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Technical Consultant set forth in the Agreement or Client's rights to amend, alter, change, supplement or clarify the scope of work, to be awarded pursuant to this RFP or the terms thereof herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Client.

### 2.3. Schedule and Important Dates

The bidder shall have to adhere to the following schedule. However, the Chairman, Temple Trust Shri Naina Devi Ji may, at their sole discretion, extend the dates by issuing an Addendum.

Table 1: Important Dates and Timeline for Bidding Process/work

| Sr. No. | Particulars/Event/Activity Description                 | Dates & time   |
|---------|--|--|
| 1.      | Date of RFP publication                                | 22-01-2024. at 11-00 AM  |
| 2.      | Bid download & submission start date & time.           | 22-01-2024 at 11-00 AM   |
| 3.      | Pre-Bid meeting  | 29-01-2024.  |
| 4.      | Bid submission last date & time.                       | 05-02-2024 up to 5-00 PM.  |
| 5.      | Physical submission of EMD and cost of tender document | On or before 08-02-2024 up to 5:00 PM. In the office of Assistant Engineer, Temple Trust Shri Naina Devi Ji at Matri Anchal. |
| 6.      | Technical bid opening date & time                      | 09-02-2024.  |
| 7.      | Date of presentation                                   | Will be announced later on   |
| 8.      | Financial bid opening date & time.                     | Will be announced later on   |

### 2.4 Clarifications and Amendment of RFP Documents

Bidders may request clarification on any of the points contained in RFP documents up to the number of days as indicated below. Any request for clarification must be sent in writing by

paper, mail, facsimile, or electronic mail to the Authority's address as indicated. The Authority will upload response to all such requests received by it on the website [www.hptenders.gov.in](http://www.hptenders.gov.in). and <https://www.srinainadevi.com>

Queries, if any, proposed to be raised at the pre-bid conference by the Bidders should be submitted in writing (over email or a letter) least two (2) working days before the date of the prebid conference to the Official as below:

**Address:** Asst. Engineer,

Shri Naina Devi Ji Temple Trust, Tehsil Shri Naina Devi Ji, Distt. Bilaspur ,  
Himachal Pradesh 174310

**Email:** [temple.nainadeviji@gmail.com](mailto:temple.nainadeviji@gmail.com)

### **Amendment of RFP**

The Client may, at any time prior to the Proposal Due Date, for any reason whether at its own initiative or in response to the clarifications requested by a Bidder, modify the RFP document by issuing an Addendum/Amendment which shall be binding to all Bidders.

### **2.1 Contact Details**

- i) All communications including the submission of the Proposal shall be addressed to: The Chairman, Temple Trust Shri Naina Devi Ji cum-SDM Shri Naina Devi Ji at Swarghat, Distt. Bilaspur H.P.
- ii) All the communications including the envelopes containing the proposal shall be marked with RFP title as following, in addition to the detail as required under this RFP.

### **Request for Proposals for**

“Comprehensive Architectural planning, structural designing and Preparation of DPR for the development/beautification/rejuvenation of Shri Naina Devi Ji Temple Complex, Const. of Langar complex, camp house and waterbody at Kollan Walla Toba, District BILASPUR (H.P.)

## 2.1 Minimum Eligibility Criteria

i) The Bidder/Consultant shall full-fill all of the following minimum eligibility criteria:

| Sr. No. | Eligibility Criteria   | Documents Required   |
|---------|--|--|
| 1       | The Bidders should be a registered Company.  | • Sole Proprietor registered firm. with Certificate of Incorporation/Registration under Companies Act, 1956.   |
| 2       | The Bidder should have been in operation for a period of at least 10 years in India, prior to the last date of submission of bid.  | • Sole Proprietor duly registered with Certificate of Incorporation/Registration under Companies Act, 1956.  |
| 3       | The Bidder should have an average annual turnover of <b>INR One Crore</b> from consultancy services (in India operations only) and a positive Net Worth, from last three financial years (Financial years 2020-21, 2021-22 & 2022-23). | • Audited Financial Statement<br>• Statutory auditor's certificate OR certificate from Company Secretary of the bidder clearly specifying the annual turnover and net worth for the specified years                                    |
| 4       | The Bidders shall have experience in India for Historical/Heritage/Similar Religious places Master Plan preparation for Temple Development and beautification of value not less than <b>INR 35 Crores</b> .                            | Work done certificate and client's satisfactory experience certificate of successfully completed work in last five years issued by competent authority i.e., Centre/State Government/Renowned Trusts/Shrine Boards /Govt. undertaking. |
| 5       | The Bidder should have experience in India for Temple development/ beautification projects with large scale public amenities of value not less than <b>INR 35 Crores</b> .   | Work done certificate and client's satisfactory experience certificate of successfully completed work in last five years issued by competent authority i.e., Centre/State Government/Renowned Trusts/Shrine Boards /Govt. undertaking  |
| 6       | The Bidder shall have experience in Architectural Building Project for State/Central Government/Renowned Temple Trusts/Temple Shrine Boards and Govt. undertaking of India value not less than <b>INR 35 Crores</b> .                  | Work done certificate and client's satisfactory experience certificate of successfully completed work in last five years issued by competent authority i.e., Centre/State Government/Renowned Trusts/Shrine Boards /Govt. undertaking  |

### Notes:

- ❖ The Projects that have been implemented in the last 10 years or are currently under implementation for work completion certificate at least one similar project completed up to 80% to 100% of project cost. For ongoing irrespective similar works at least work amounting to Rs. 35 Crores of the project cost should have been done.
- ❖ The Consultant shall provide project information in format attached (Eligibility Criteria Templates ) that includes project details such as, name, location, description, drawings, photographs, cost, implementation period; client certification, awards won

- ❖ droleofconsultantfortheservicesrenderedforthisprojectetc.
- ❖ OnlyBiddersfulfillingtheminimumeligibilitycriteria shall be considered for further evaluation.
- ❖ It is mandatory for the bidders to submit the proposal only after visiting the site. A certificate of site visit from the Authorized representative of Client must be submitted with the technical bid. Any bid submitted/upload without site visit certificate shall be disqualified in technical stage.
- ❖ Bidder shall submit the existing commitments of running works/similar projects with technical bid.

#### **OTHER INSTRUCTIONS:**

- The Consultant/Consultancy Firm or one of its Architects must be registered with Council of Architect, New Delhi.
- The Consultant/Consultancy firm shall be ineligible if it has been barred or blacklisted by any Central/State Govt. Department/Board/Corporation. An undertaking/affidavit in respect of this should be enclosed.
- All provisions in this Bid document are supplementary and complementary to each other and are not to be read in isolation.
- The Applicant shall bear all costs related to preparation and submission of proposals at all stages and the Authority shall in no case be liable or responsible for these costs, regardless of the conduct and outcome of the selection process.
- Applicants shall upload all documents online in the form and manner as specified.
- No separate correspondence/ communication shall be entertained with respect to the bid document.
- Material deficiencies in providing requisite information and as requested in this document may result in summary rejection of the Application from the selection process.
- Failure to provide the requested information (in given format) deemed essential to evaluate the applicant's qualifications, within the stipulated period, shall result in the applicant's disqualification.
- No explanation and/or justification for any aspect of the selection process shall be given and the decision of the Authority shall be final and binding on all without any right of appeal.
- Each bidder shall submit only one bid for the work. A bidder who submits more than one Bid will cause all the proposals with the Bidder's participation to be disqualified.

#### **2.2 Technical Evaluation Criteria**

- i) The bidders fulfilling the minimum eligibility criteria shall be further evaluated and graded based on the required documents and according to the following table and any other clarifications/ presentations, etc. The marks attached to these details for the purpose of evaluation are also stated in the table (INR 1 Crore = Rs 1,00,00,000), (Cr = Crore).



| Sr.No                        | MinimumCriteria  | GradingCriteria  | Sub Mark | Max Mar ks |
|------------------------------|--|--|----------|------------|
| FinancialStrength&Experience |  |  |          |            |
| 1                            | The Bidder shall have an average annualturnover of INR One Crore from consultancyservices (in India Operations only) and apositive Net Worth, from last three financialyears(Financialyears2020-21, 2021-22 & 2022-23).              | (a)Fulfillingminimumcr iteria  | 2        | 4          |
|                              |  | (b)BeyondINRoneCrore– 1Markforevery additional INR 1 crore subject to a maximum of 2marks.<br>Total marks of a+b will not exceed 4 marks.                      | 2        |            |
| 2                            | The Bidder shall have been in operation for aperiodofatleast10 yearsin India,priortothelastdateofsubmissionofbid.  | (a)Fulfillingminimumcr iteria  | 2        | 4          |
|                              |  | (b)Beyond10years – 1Markforevery additional1yearssubjecttoam aximumof2marks<br>Total marks of a+b will not exceed 4 marks.                                     | 2        |            |
| ProjectCapabilities          |  |  |          |            |
| 3                            | TheBiddershallhaveexperience inIndiaforHistorical/Heritage/ Religiousplaces Master Plan preparation of value notless than 35 crores.   | (a)Fulfillingminimumcr iteria  | 2        | 12         |
|                              |  | (b) Beyond 1 project – 5 Mark for everyadditional project (or part thereof)subjecttoamaximumof10 marks.<br>Total marks of a+b will not exceed 12 marks.        | 10       |            |
| 4                            | TheBiddershallhaveexperience InIndiaforTemple development/ beautification projectwithlargescale public amenities & beautification/rejuvenationproject with large scale public amenities ofvalue not less than <b>Rs. 35 Crores</b> . | (a)Fulfillingminimumcr iteria  | 2        | 12         |
|                              |  | (b) Beyond 1 project – 5 Mark for everyadditional project (or part thereof)subjecttoamaximumof10 marks.<br>Total marks of a+b will not exceed 12 marks.        | 10       |            |
| 5                            | The Bidder shall have experience inArchitecturalBuildingProjectforState or Central Government of India of value not less than <b>INR 35Crore</b> .   | (a)Fulfilling minimum criteria   | 2        | 12         |
|                              |  | (b) Beyond 1 project – 5 Mark for every additional project (or part thereof) subject to a maximum of 10 marks.<br>Total marks of a+b will not exceed 12 marks. | 10       |            |

| Sr.No.                     | MinimumCriteria  | GradingCriteria  | Sub Mark | Max Marks |
|----------------------------|--|--|----------|-----------|
| <b>ProjectTeamStrength</b> |  |  |          |           |
| 6                          | DetailsofKeyPersonnelto beassignedfor theprojects  |  |          |           |
| 6.1                        | Team Leader–(inHouse)<br>Graduate<br>inArchitectureand10yearsofexperience  | (a)Fulfillingminimumcrite<br>ria<br>(b)Experiencemore than 10 years<br>in the similar project will be<br>awarded maximum one mark.       | 2<br>1   | 3         |
| 6.2                        | ProjectManager<br>(InHouse)PostGraduatein<br>Engineering<br>Civil /<br>ConstructionManagementand<br>10yearsofexperience    | (a)Fulfillingminimumcrite<br>ria<br>(b)Experiencemore than 10 years<br>in the similar project will be<br>awarded maximum one mark.       | 2<br>1   | 3         |
| 6.3                        | SeniorArchitect–(inhouse)<br>GraduateinArchitectureand<br>yearsofexperience  | 10<br>(a)Fulfillingminimumcrite<br>ria<br>(b)Experiencemore than 10 years<br>in the similar project will be<br>awarded maximum one mark. | 2<br>1   | 3         |
| 6.4                        | StructuralEngineer<br>PostGraduate<br>inStructure<br>engineeringand 10yearsofexperience                                    | (a)Fulfillingminimumcrite<br>ria<br>(b)Experiencemore than 10 years<br>in the similar project will be<br>awarded maximum one mark.       | 2<br>1   | 3         |
| 6.5                        | Historical/CulturalExpert<br>10yearsof experience insimilarposition  | (a)Fulfillingminimumcrite<br>ria<br>(b)Experiencemore than 10 years<br>in the similar project will be<br>awarded maximum one mark.       | 1<br>1   | 2         |
| 6.6                        | Mechanical Electrical & Plumbing<br>(MEP Engineer)<br>GraduateinMEP<br>engineering<br>and10yearsofexperience               | (a)Fulfillingminimumcrite<br>ria<br>(b) Experiencemore than 10 years<br>in the similar project will be<br>awarded maximum one mark.      | 2<br>1   | 3         |
| 6.7                        | Landscape architect Bachler degree in<br>Landscape Architecture & Registered with the<br>Council of Architecture 10 years. | (a) Fulfillingminimumcriteria<br>(b) b) Experiencemore than 10<br>years in the similar project<br>will be awarded maximum one<br>mark.   | 1<br>1   | 2         |
| 6.8                        | Award winning Consultant /Firms.   | Any Award from Centre<br>Government /State government in<br>Architecture only.   | 1        | 2         |

|   |   |  |              |            |
|---|---|--|--------------|------------|
|   |   | Any International award in Architecture only.                  | 1            |            |
| <b>Approach and methodology (A &amp; M)</b> |   |  |              |            |
| 7   | The Bidder to make a Presentation which will accompany the following;<br><br>- Project understanding and Project Approach<br>- Project case studies showing relevant experience<br>- Project Methodology Work Plan and Timeline<br>- Sketches, layout, view of the Proposed Development | <b>A &amp; M parameters</b>                                    | <b>Marks</b> | 35         |
|   |   | • About the Organization Understanding of Government processes | 3            |            |
|   |   | • Project case studies showing relevant experience             | 4            |            |
|   |   | • Project understanding, Work Plan, Approach & Methodology     | 14           |            |
|   |   | • Sketches, layout, view of the Proposed Development           | 14           |            |
|   | Total   |  |              | <b>100</b> |

#### Notes:

- ❖ As required and relevant (to be proposed by the Bidder) In addition to above Key Personnel, the Bidder is required to deploy adequate number of Supporting technical staff (Architect, Planner, etc.). During the PROJECT MANAGEMENT CONSULTANCY phase, Consultant shall be required to deploy resources full time on site, in addition to other resources.
- ❖ Projects implemented in last 10 years or are currently under implementation only shall be considered.
- ❖ 'Similar Projects' is defined as preparations of Master Plans, Detailed Area Plans, Renovation, Rejuvenation projects, Historical /Heritage/Religious places Master Plan, Langar Hall and VIP waiting hall development including PROJECT MANAGEMENT CONSULTANCY.
- ❖ The Consultant shall provide project information in the format attached (Technical Criteria Templates) that includes project details - name, location, scope of services, description, drawings, photographs, cost, implementation period; client certificate, awards for this project etc.
- ❖ Technical and non-technical support staff shall be mobilized and shall be deemed to be included in the fees.

### 2.3 Preparation of Proposals

- i) The Proposal as well as all related correspondence by the Bidder shall be written in English.
- ii) The Bidder shall provide all the information sought under this RFP. The Chairman Temple Trust, Shri Naina Devi Ji shall evaluate only those Proposals that are received in the required formats and complete in all respects.
- iii) In preparing their Proposal, Bidders are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information as requested may result in rejection.

no fa Proposal.

- iv) The Proposal shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page of Proposal, in blue ink. For this purpose, the authorized signatory shall mean either-
  - a) the proprietor, in case of a proprietary firm, or
- v) Only duly authorized person holding the Power of Attorney as (Copy to be attached)
- vi) All alterations, omissions, additions or any other amendments made to the Proposal (printed hard copy) by the Bidder, if any, shall be initialed by the person signing the Proposal.
- vii) The Bidder may, if required, format the specified Forms only to make due provision of space required to incorporate the requested information. However, the overall structure and sequence of the Forms shall not be altered.
- viii) The Bidder shall, along with the Proposal, also submit a copy of this RFP document duly signed by the authorized signatory of the Bidder who shall also initial each page in blue ink.
- ix) The Bidder shall submit the Proposal in the specified formats and shall place the documents in Two (2) separate envelopes- Proposal Fees (Envelope-1), Technical Proposal (Envelope-2) and, as specified here under. These envelopes shall be sealed and marked as mentioned below.

### **2.3.1 Envelope-1: Proposal Fees**

- i) The envelope shall contain:
  - a) Cover Letter from the Bidder in the format as prescribed in Form: 1 (Annexure-1)
  - b) Tender Fee of INR 2000/- (Indian Rupees two thousand only) in the form of a Demand Draft from a Nationalized Bank in favor of Chairman Temple Trust Shri Naina Devi Ji and payable at Shri Naina Devi.
  - c) Earnest Money Deposit (EMD) of INR 2,00,000/- (Indian Rupees Two Lakhs Only) in the form of a Demand Draft from a Nationalized Bank in favor of Chairman Temple Trust Shri Naina Devi Ji and payable at Shri Naina Devi Ji.
  - d) Copy of this RFP document (For physical submission, submit copy of this RFP document duly signed by the authorized signatory of the Bidder who shall initial each page in blue ink)
- ii) The envelope shall be titled "ENVELOPE 1: PROPOSAL FEES". The envelope shall also bear RFP Title and name, address, and contact number of the Bidder/authorized person of the Bidder.

### **2.3.2 Envelope-2: Technical Proposal**

- i) The envelope shall contain all the information/documents in the sequence as required/ stated at Point 2.7(i) "Minimum Eligibility Criteria", and at Point 2.8(i) "Technical Evaluation Criteria".

#### **Notes:**

- ❖ The Project Description Sheets for each project shall not exceed FOUR (4)

pages(printed sides) of A4 size.

- ❖ The Project Description Sheets shall clearly mention- (i) if the respective project is a similar project, (ii) whether the project is completed or ongoing, (iii) whether the respective project has been carried out by the applicant Firm or the proposed Team Leader.
- ❖ The Project Description Sheet of each project shall be accompanied by copies of work order/ Letter of Award, completion / interim certificate issued by the respective client.

### **2.3.3 Financial Proposal**

The financial proposal /bid shall only be uploaded on line.

- a) Financial quote for the proposed consultancy assignment as per the format prescribed in Formas Annexure-3
- ii) The Bidders, while preparing their financial proposal, shall take note that-
  - a) Fees shall be quoted in proper words and figures in terms of percentage of the total cost of project.
  - b) The fees shall include cost of personnel, profit, overheads, travel, and other such expenses, but will not include prevailing GST (Goods & Service Tax) on the fees.
  - c) All payment of fees shall be paid in Indian Rupees after statutory deductions.
  - d) All statutory taxes and other payments in connection with fees received or any services provided under this Consultancy Assignment except GST shall be borne by the Consultant. However, where necessary, appropriate deduction at source will be made by the Client and necessary certificates shall be issued to the Consultant.

### **2.4 Submission of Proposals**

- i) The Bidder shall submit the Tender Fee and EMD in Envelope- 1, which shall be sealed and marked “ENVELOPE 1: PROPOSAL FEES”, followed by the RFPT title.
- ii) The Bidder shall submit ONE (1) copy (ORIGINAL) of the Technical Proposal. In addition to the original hardcopy of the Technical Proposal.
- iii) The original hardcopy of the Technical Proposal and copy of the Technical Proposal shall be placed in Envelope- 2, which shall be sealed and marked “ENVELOPE 2: TECHNICAL PROPOSAL”, followed by the RFPT title.
- iv) The Envelope-1 & Envelope-2 shall be placed into a Main Outer Envelope and sealed. This outer envelope shall be marked “Technical bid”, followed by the RFPT title.
- v) The Main Outer Envelope and the two envelopes to be placed inside it shall also be marked with the name, address and contact details of the Bidder or the authorized signatory of the Bidder.
- vi) The technical bid shall be submitted in physical form only to The Office of Assistant Engineer, Temple Trust Shri Naina Devi Ji , Distt. BILASPUR (H.P.)-174310 by the bid Due Date & time, as stated in this RFP through Registered Post, Speed Post, other postal or courier services only.
- vii) The Temple Trust Shri Naina Devi Ji,

shall not be responsible for misplacement, losing or premature opening of the Proposal if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be a case for rejection of the Proposal.

- viii) The evolution of bid will be based on the online uploaded documents only i.e., the documents which will be uploaded by the bidder online will be considered for selection/rejection of the bid.
- ix) If financial bid submitted physically with technical bid then the bid shall be cancelled.

## **2.5 Proposal Opening Process**

- i) The technical bid will be downloaded on due date and time and the Financial Proposal shall be opened only of technically qualified bidders.
- ii) Final Composite Score (FCS) shall be assigned to Bidders whose Financial Proposals are opened. Selection of successful Bidder shall be done based on the Final Composite Score as per the evaluation process and conditions mentioned in this RFP.

## **2.6 Evaluation of Proposal**

The Proposals will be evaluated through a Quality and Cost Based Selection (QCBS) based approach. Only those proposals submitted with the Tender Fee, EMD and fulfil the technical criteria shall be evaluated. The evaluation of proposals shall be carried out in the manner as described below:

### **2.6.1 Evaluation of Technical Proposal and Technical Score**

The technical competence of the Bidders shall be evaluated in three steps as under:

#### **STEP 1: Evaluation of Technical Proposal -- Out of 60 marks**

The Technical Proposal as submitted by the Bidders shall be evaluated based on the information/documents uploaded online.

#### **STEP 2: Evaluation of Presentation -- Out of 40 marks**

The Bidders shall be invited to make a Presentation. The Presentation must be made by the proposed Team Leader and at least two other experts from the Core Team.

#### **STEP 3: Arriving at Technical Score (TS) -- Out of 10.0 marks**

Marks obtained by the Bidders from the Presentation in STEP 2 (out of 40 marks) shall be added to the marks obtained in STEP 1 (out of 60 marks) earlier. Thus, the combined score out of 100 marks shall be considered as the TECHNICAL SCORE (TS). The Bidder who scores 60 marks or more out of 100 marks shall qualify for the next stage, i.e., opening and evaluation of the Financial Proposal.

### **2.6.2 Evaluation of Financial Proposal and Financial Score**

- i) After the evaluation of the Technical Proposals, the Client shall evaluate the Financial Proposals of the bidders qualified as per the Technical Score, on the date and time as intimated later on for bidding process of RFP. However, the Client may, at its sole discretion, extend the dates by informing the bidders about the same.
- ii) The Financial Proposals shall be opened in the presence of the representatives

of the qualified Bidders who wish to present.

- iii) The Client shall declare the names of the qualified Bidders along with their respective Technical Score before opening the Financial Proposals.
- iv) Since the Bidder has to quote the fee in lump sum amount in clear figures and words in terms of % of the total project cost, The lowest bidder (Fm) will be given a financial score (FS) of 100 points. The financial score (FS) of the other financial proposal will be computed as follows:

$$FS = 100 \times Fm/F$$

(FS is the financial score, Fm is the lowest quote i.e. percentage quoted and F is the percentage quoted for the proposal under consideration)

### 2.6.3 Final Composite Score

- i) Proposals will be ranked according to their Final Composite Score (FCS) marked out of 100 marks, which shall be calculated by assigning a weightage of 0.70% to Technical Score (TS) and a weightage of 0.30% to Financial Score (FS).
- ii) The formula to calculate the Final Composite Score (FCS) is as under-

$$FCS = (TS \times 0.70) + (FS \times 0.30)$$

- iii) The Bidder who obtains highest Final Composite Score (FCS) shall be considered as H1.

### 2.7 Award of Contract

- i) The Bidder securing the highest Final Composite Score will be invited for negotiations by the Client; where, upon successful negotiation, the work will be awarded to the firm. In case the negotiations fail, the Client reserves the right to call the next firm in succession for negotiations.
- ii) The Commissioner, Temple Trust SNDJ reserves the right to reject any proposal, irrespective of its Final Composite Score, quoting consultancy fees so low that, in the opinion of Client, such a Bidder may not be able to perform the required services in accordance with this RFP within the financial fees quoted therein.
- iii) The Commissioner, Temple Trust SNDJ reserves the right to reject any or all the proposals without assigning any reason.
- iv) The Client's decision in this regard shall be considered final and binding to all.
- v) The Selected Bidder shall be required to submit a Performance Guarantee which shall be equal to 5% of the Negotiated Contract Value, in the form of a Bank Guarantee / FDR as a prerequisite to signing of the Agreement. The Performance Guarantee shall be submitted within 10 days of the issue of the LOA and shall be kept valid for 26 months from the date of signing of agreement. Failing to adhere to the said conditions might lead to the withdrawal of the LOA and the Performance Guarantee shall be forfeited. Additionally, 5% retention money from each bill shall be deducted and released back as per the tender conditions.

The Performance Guarantee, as submitted, shall have to be renewed by the Consultant before its expiry, if so desired.

## **2.8 Tender Fee and Earnest Money Deposit (EMD)**

- i) The Proposals submitted in response to this RFP shall be accompanied by-
  - a) Tender Fee of INR 2000/- (Indian Rupees two Thousand Only) in the form of a Demand Draft from a Nationalized Bank in favor of The Chairman, Temple Trust Shri Naina Devi Ji and payable at Shri Naina Devi Ji.
  - b) Earnest Money Deposit (EMD) of INR 2,00,000 (Indian Rupees Two Lakhs Only) in the form of a Demand Draft from a Nationalized Bank in favor of The Chairman, Temple Trust Shri Naina Devi Ji, and payable at Shri Naina Devi Ji.
- ii) Submission of the Tender Fee and/or EMD drawn from banks other than Nationalized Banks could result in a disqualification of the Bidder.
- iii) Any Proposal not accompanied with requisite Tender Fee and/or EMD shall be summarily rejected.
- iv) The EMD shall be returned after the completion of the tender process to the Bidder:
  - a) Whose Proposal has not been selected by the Client for awarding the assignment
  - b) Whose Proposal has been accepted by the Client for awarding the assignment, but only after signing of the Agreement
  - c) The EMD is not from a Nationalized Bank
- v) The EMD shall stand forfeited in following situations:
  - a) In case of fraudulent offer and/or conditional offer
  - b) In case of withdrawal/revision/modification/transfer of terms of the Proposal during the Proposal Validity Period
  - c) If the Agreement is not executed and /or performance security not deposited by the selected Bidder within the time period specified in the Letter of Award (LOA) or as specified otherwise in subsequent written communications by the Client.

## **2.9 Proposal Validity Period**

The Proposal Validity Period shall be 90 days from the date of opening of the technical bid. The validity of the Proposal may be extended by mutual consent of the respective Bidders and the Client.

## **2.10 Further Information**

The Client retains the right to ask for any further information, document or clarification that may be required from the Bidder for evaluation purposes.

## **2.11 Single Proposal**

No Bidder firm shall submit more than one Proposal in pursuance to this RFP. None of the Team Leader and other members of the Project Team as proposed by the Bidder firm shall be part of the project team proposed by any other Bidder.

## **2.12 Cost of Proposal**



The Bidder shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiation, visits to the Client, project area etc. The Client will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

### **2.13 Site Visit and Verification of Information**

- i) Bidders are advised to submit their respective Proposals after visiting the project area and ascertaining for themselves the site conditions, location, surroundings, availability of drawings and other data with the Client, applicable laws and regulations or any other matters considered relevant by them.
- ii) It is mandatory for the bidders to submit the proposal only after visiting the site. A certificate of site visit from the Authorized representative of Client must be submitted with the technical bid. Any bid submitted without site visit certificate shall be disqualified in technical stage.

### **2.14 Acknowledgement by Bidder**

- i) It shall be deemed that by submitting the Proposal, the Bidder has:
  - a) made a complete and careful examination of the RFP;
  - b) received all relevant information requested from the Client;
  - c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Client;
  - d) satisfied itself about all matters, things and information, necessary and required for submitting an informed Application and performance of all of its obligations thereunder;
  - e) acknowledged that it does not have a Conflict of Interest; and
  - f) agreed to be bound by the undertaking provided by it under the terms hereof by them.
- ii) The Client shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Client.

### **2.15 Late Proposals**

Proposals received by the Client after the specified date and time shall not be eligible for consideration and shall be summarily rejected.

### **2.16 Modification/Substitution/Withdrawal of Proposals**

- i) The Bidder may modify, substitute, or withdraw its Proposal after submission, provided that written notice of the modification, substitution, or withdrawal is received by the Client prior to the Proposal Due Date. No Proposal shall be modified, substituted, or withdrawn by the Bidder on or after the Proposal Due Date.
- ii) The modification, substitution, or withdrawal notices shall be prepared, sealed, marked, and deli

vered, with the envelopes being additionally marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL”, as appropriate.

- iii) Any alteration/modification in the Proposal or additional information or materials supplied subsequent to the Proposal Due Date, unless the same has been expressly sought for by the Client, shall be disregarded.

## **2.17 Right to Reject any or All Proposals**

- i) Notwithstanding anything contained in this RFP, the Client reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reason thereof.
- ii) The Client reserves the right to reject any Proposal if:
  - a) at any time, a material misrepresentation is made or discovered, or
  - b) the Bidder does not provide, within the time specified by the Client, the supplemental information sought by the Client for evaluation of the Proposal
- iii) Misrepresentation/improper response by the Bidder may lead to the disqualification of the Bidder. If such disqualification/rejection occurs after the Proposals have been opened and the highest-ranking Bidder gets disqualified/rejected, then the Client reserves the right to consider the next best Bidder, or take any other measure as may be deemed fit at the sole discretion of the Client, including annulment of the Selection Process.

## **2.18 Disqualification**

Even though the Bidders may meet the Proposal Evaluation criteria, they are subject to disqualification for any of the following reasons:

- a) Misleading or wrong representation in the forms, statements, and attachments submitted as part of the Proposal in response to this RFP. This shall lead to forfeiture of EMD.
- b) Record of poor performance such as abandoning the work, rescinding of the contract for which the reasons are attributable to the non-performance of the consultant, consistent history of litigation awarded against the Consultant or financial failure due to bankruptcy.
- c) Has been identified by the Client as a poor performer in implementation of ongoing work for any State/Central Government department, Urban Local Body, or Development Authority.
- d) Any effort to influence the processing of Bids or award decision by the Client, or any officer, agent or advisor thereof.
- e) Blacklisted by any Central or State Government/Government agency/ PSU/ Urban Local Body/Development Authority.

### 3 Terms of Reference (TOR)

#### 3.1 Area of Work

The Area of Work areas follow: -

| Sr. No. | Name of work   | Tentative area | Remarks |
|---------|--|----------------|---------|
| 1.      | Comprehensive Architectural planning, Structural designing and DPR for the development/beautification/rejuvenation of Shri Naina Devi Ji Temple Complex. | 2000 Sqm       |         |
| 2.      | Const. Of Modern Langar complex and renovation of Kripali Kund   | 2500 Sqm.      |         |
| 3.      | Const. of Auditorium at Stadium  | 1200 Sqm       |         |
| 4.      | Construction of Camp House and development and renovation of Kollan Walla Toba, District Bilaspur , (H.P.)   | 13000 Sqm.     |         |
| 5.      | Const. of entry gates at Kollan Walla Toba, Ghuwandal Chowk & Near Bus Stand.  | 3 Nos.         |         |

#### 3.2 Scope of Work

- Chairman, Temple Trust Shri Naina Devi Ji, District BILASPUR (H.P.) would furnish the requirements and area schedule for various functions to the Architect firms /Consultant, the Architect firms/Consultant shall, there upon, render the following services and deemed to be included in their quoted price unless mentioned otherwise:
- Preparation of the Detailed lay out plan, structural designs and drawings including floor plans with specifications of the materials and items including false ceilings, architectural design of the new proposed building in conformity with the legal requirements. Approximate total plot area is 2000 Square meters.
- Architectural Structural shall be detailed and Structural design shall confirm to latest "Indian Standards on Earthquake Engineering" and other relevant code as applicable.
- The project falls in the earthquake Zone 5.
- Architectural Structural of Sanitary & Plumbing (External & Internal)
- Architectural Structural of Electrification (External & Internal connections of power) with Power Back up systems including lay out and specifications of solar panels.
- Interior design, Furniture lay out, Air conditioning system, Fire protection & detection systems, Access Control & PA System, lift, site development, parking, gates and boundary wall and landscaping workings.
- The Safe Bearing Capacity (SBC) of soil will be taken as per Soil Investigation report.
- Architectural Structural of approach road/internal road from existing main road.
- Green building specifications and rainwater harvesting.
- Assist in obtaining all clearance from govt. agencies as required for such a project.
- To carry out inspection during the construction of works under consideration in this RFP at Temple Trust Shri Naina Devi Ji, District BILASPUR (H.P.).

#### i. Preliminary Stage

## **I. Preliminary Concept Report:**

The Consultant shall: -

- a) Furnish a site evaluation and analysis report with basic approach to Circulation, activity, distribution and interaction and external linkage.
- b) Chairman, Temple Trust Shri Naina Devi Ji, District BILASPUR (H.P.) shall provide the Topographic Survey Drawings. However, it shall be the responsibility of consultant to doubly check at his own level the Topographic Survey Drawings & get Soil Investigation done. Further, consultant is not absolved of his responsibility of accuracy of his design on account of topographic survey/soil investigation. The Consultant is also responsible for collection of any data/information which he may need for his design from any relevant source including (but not limited to) statutory bodies, Power Distribution companies etc.
- c) Report on Ultimate disposal point, intermediate rain water harvesting system and Source/availability of electricity, water and other services to be identified.
- d) Prepare site plan (layout plan) showing contours, features and services and facilities available, general layout of buildings and services, preliminary sketch and design with drawing, giving details of useful areas, services areas, circulation area and total plinth area and preliminary estimate to provide information in respect of magnitude of work and its component and service and cost of all such items involved.
- e) The Architectural firms/ Consultant should submit the design and modify it if considered necessary by Chairman, Temple Trust Shri Naina Devi Ji, District BILASPUR (H.P.) Site inspections for finalization of above details shall be conducted by the Architect firms/Consultant.
- f) Submit the preliminary estimate on detail as per PWD norms. The estimate shall also include the non-scheduled items on prevailing market rate along with justification, specification.
- g) Obtain the approval of Chairman, Temple Trust Shri Naina Devi Ji, District BILASPUR Himachal Pradesh and supply 4 copies of approved site plan (Layout Plan).
- h) Preparation & submission of 3D views and perspective views if required of the complete scheme as per requirement of Chairman, Temple Trust Shri Naina Devi Ji, District BILASPUR (H.P.).
- i) The consultant, in case required, shall prepare and give presentations on the schemes as and

when required by Chairman, Temple Trust Shri Naina Devi Ji, and District BILASPUR (H.P.) and shall incorporate the change desired by Chairman, Temple Trust Shri Naina Devi Ji, District BILASPUR (H.P.) without any extra cost.

## **II. Preliminary Planning:**

- a) Preliminary planning of all internal and external utility services like water supply, sewerage, storm water drainage, electrical, HVAC (Heating, Ventilation and Air- conditioning) Fire Alarm & Fire-fighting appliances acoustics, telephone conduit, street/compound lighting landscaping, Rain water harvesting, development plans showing roads, paths, parks, paved areas, drains, culverts, compound walls, external lighting, Electrical sub-station, DG sets, Lifts, interior design and graphic signage, security system, telecommunication system etc. indicating scope, specifications and costs separately of such sub-head. The scope of work shall be as defined above, however, Chairman, Temple Trust Shri Naina Devi Ji, District BILASPUR (H.P.) reserves the right to exclude any of the above services from the scope of the Consultants' work.
  - b) Prepare the DPR covering the following: -
    - i) Detailed Architectural, structural, & flowchart drawings.
    - ii) The Structural design details shall be got proof checked by consultant, from IIT, NIT or NITTTER if so ordered by Chairman, Temple Trust Shri Naina Devi Ji, District BILASPUR (H.P.). The consultant has the obligation to make as many required modifications in the design incorporating the observation of above authority and re- submit the design and drawing. Fees of proof checking institution/agency shall be reimbursed to tenderer by Chairman, Temple Trust Shri Naina Devi Ji, District BILASPUR (H.P.) to the consultant on production of receipt from institution or Directly Paid by the CLIENT/ Chairman, Temple Trust Shri Naina Devi Ji, District BILASPUR (H.P.) to the Institute after getting the Invoice.
    - iii) Detailed specifications of each work.
    - iv) Bills of quantities duly priced along with take-off sheets. All estimates shall be prepared on the norms of Latest Himachal Pradesh state schedule of rates and mostly on the basis of updated market rate analysis. These estimates should be comprehensive and should include for all items. Detailed analysis for the item not included in State schedule of rates/DSR etc. shall have to be submitted, by collecting competitive invoices from the market.
- The consultant shall supply Four Copies of the same with the preliminary drawings to Chairman, Temple Trust Shri Naina Devi Ji, District BILASPUR (H.P.)
- c) Submit market rate analysis for Non-Schedule Items if required.
  - d) Assist in obtaining the approval of layout plan & drawing from the competent authority

statutory body, if necessary, according to the local Acts, laws, Regulations etc. and make any changes desired by such authorities. The approved/modified layout plan and drawings are to be submitted to the Chairman, Temple Trust Shri Naina Devi Ji, District BILASPUR (H.P.).

- e) The consultant will incorporate eco-friendly building materials like energy efficient equipment & fixtures etc. as per prevailing government rules.
- f) To assist the executing agency in preparing the Tender Documents and Tender Drawings and to supply BOQ, Specifications etc. to executing agency with special condition of the contract.
- g) Design Calculations for required components of the schemes including assist in getting approvals from the concerned authorities if any.
- h) Detailed Structural Drawings/Design Calculations for required components of the scheme.
- i) Detailed Electrical/Mechanical Drawings/Design Calculations if any for the components of the schemes including assist in getting approvals from the concerned authorities.
- j) Detailed Technical specifications for all the non-scheduled items proposed in the schemes.
- k) Any other drawings/information's/details required for completion and execution of work but not mentioned above.
- l) The consultant shall discuss all the points/shortcomings/new requirements, if any with the Chairman, Temple Trust Shri Naina Devi Ji, District BILASPUR (H.P.) and shall take their concurrence on all the observations.
- m) If any new component is to be added to the scheme, the consultant shall collect all the data, shall get done all the surveys/investigations/tests required for the planning/designing of additional component and nothing extra shall be payable on this account, but added in the cost of project for payment of fee.
- n) Undertake site visits or to attend meetings to collect details/data/information required for planning purposes, holding necessary discussions with Chairman, Temple Trust Shri Naina Devi Ji, District BILASPUR (H.P.) Client representatives/local bodies and obtaining requirements of the Project and attending meetings with officials of Local bodies/Govt. Authorities/State/ Chairman, Temple Trust Shri Naina Devi Ji, District BILASPUR (H.P.) or any other agency, as and when required.

## **ii. Working Drawing Stage:**

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

This will include: -

- a) Preparation of working and detailed architectural and structural drawings and detailed estimate as per the latest Himachal Pradesh Schedule of Rates or any other Standard Schedule of Rates (SOR) for civil work and electrical works, specifications for civil works, General specifications for electrical works Part I (Internal), Part II (External), Part III (Lifts and escalators), Part IV (Substation), Part V (Wet riser and sprinklers system), Part VI (HVAC works), Part VII (DG sets) and other specifications for services like substation, Air conditioning etc. for all items of the above work, including internal and external utility services, along with details of quantities (Bill of quantities), supporting calculations and details of structural design of the work or in part of to facilitate call of tender in stages by Chairman, Temple Trust Shri Naina Devi Ji, District BILASPUR (H.P.).
- b) For items not covered by the schedule of rates the Architect/Consultant would provide details specifications, description of the item and market rates.
- c) To prepare & submit well for construction drawings & visit the sites of work as and when required as per requirement of Local bodies Authorities/ Chairman, Temple Trust Shri Naina Devi Ji, District BILASPUR (H.P.) /State to solve the problems of site & issue necessary clarifications/details of the Project along with Special Conditions of the Contract.
- d) Obtaining approval of local authorities, if any, and make changes required by them
- e) Facilitate in preparation & submission of adequate no. of the Tender Documents/ Tender Drawings comprising BOQ/Estimates, particular specifications etc. as required by Chairman, Temple Trust Shri Naina Devi Ji, District BILASPUR (H.P.).
- f) Preparation & submission of adequate no. of Detailed Designs calculations/ BOQ/good for construction drawings for the components of the schemes as per requirement of Chairman, Temple Trust Shri Naina Devi Ji, and District BILASPUR (H.P.) .The structural design shall have to be done on latest version of the software.
- g) Preparation & submission of Detailed Engineering Drawings, Detailed specifications & list of makes for all the equipment to be installed at site.

### **Assistance in tender invitation, analysis, negotiations, and selection of agencies.**

- 1) Preparation of integrated time schedule for execution.
- 2) Short listing of vendors and agencies for execution
- 3) Scrutiny, evaluation, and thorough analysis of technical and financial bids.
- 4) The approach and methodology for better implementation of project professionally & comprehensive planning is to be submitted for approval and smooth implementation of the project in time bound manner.
- 5) Liaising & co-ordination with the local authorities, contractor / agency and the Authority for obtaining necessary permissions /NOCs / statutory approvals, if any
- 6) Furnish six copies of working drawings, schedules, new specification, and quantities to enable them to fulfil their obligations under the conditions of the Tender.
- 7) Assist the Trust in evaluating all new item quotations and make recommendations in connection with the specifications and drawings connected with the project.

### **Supervision and Inspection Stage**

The Consultant shall appoint a local liaising person / technical staff required to be consulted by the Authority for the purpose of the Project. The supervision work at site will be done periodically by the qualified engineer. The measurement sheets shall be signed by the Consultant following due verifications for certification of contractor's bills and monitoring the performance of the contractor. The Consultant shall provide day to day supervision and inspection as may be necessary to ensure that works are being executed in accordance with the concept and working drawing and specification.

The Consultant shall advise the Authority about the progress and quality of work and the standard of materials used and endeavor to guard the Authority against any defect and deficiencies in the work of the contractor/s.

Following the design phase, the Consultant shall render services as a PROJECT MANAGEMENT CONSULTANCY.

1. Supervise the Execution / Implementation of work.
2. Interact with various Agencies, Contractor & Other Consultants for speedy flow of information, drawings, clarification etc. with verification of actual site situation in relation to the drawings issued.



3. Supervise / monitor the works continuously on daily basis for conformity with quality, good workmanship, line, levels etc. and provide total superintendence to works.
- 4) Co-ordinate with participating agencies, liaison with Local Authorities / stakeholders on daily basis to ensure all the works progress in a systematic, synchronized manner and time bound manner.
- 5) Conduct regular site meetings to sort out the bottlenecks holding the progress, including taking up required permissions & sort out the Land Use issues (if any) & in case the work is hold up for a week, PROJECT MANAGEMENT CONSULTANCY should report to TTNDSJI's Head office (HO) in person and coordinate to resolve the issue/s from Head office, TTNDSJI by deputing Senior Engineer till it is resolved to further recommence the work.
- 6) Interact regularly with TTNDSJI on all matters related to execution including submission Of weekly progress reports, cost status etc.
- 7) Verify the contractor's site measurements, bills and issue appropriate payment certificate with taking and recording MB (Measurement Book).
- 8) Organize and witness the testing along with various test reports of contractor and commissioning of services and systems
- 9) Prepare cash flow charts and update budget estimate as per actual execution and keep TTNDSJI informed on all the changes prior to implementation & execution of works if any with submission of specific reports.
- 10) Monitor the variations and deviations from the original designs, concept and work order and keep the TTNDSJI informed including obtaining prior approvals from the client whenever required with submission of Excess/Saving Statements.
- 11) Following Registers should be maintained along with other registers required as per necessity at every site with addition of other registers required as per need basis which will be inspected by TTNDSJI Engineers as and when there is site visit.
  - a. Site visit Register
  - b. Drawing Register- which should clearly depict the Drg No, Title, Date of Issue, Received date, Revision Dates & Revision Nos
  - c. Tender's Technical & Financial Bid
  - d. Steel and Cement Consumption Register
  - e. Quality control Register
  - f. BBS Register
  - g. Cube Test Register

- 12) The Consultant shall not make any deviations, alterations or omissions from the approved drawings, involving financial implications without prior consent of TTNDSJI.
- 13) Work has to be carried out only after understanding all Drawings, should follow in totality the note written in the structural drawing which is issued by Architect for implementation & before starting the work according to Drawings, in case if there is any increase/discrepancy in tendered quantity, it should be immediately informed to TTNDSJI for taking written permission
- 14) The Consultant shall not, without prior written sanction of the TTNDSJI, make any deviation in the plans, specification, approved rates & quantities etc. for any items approved by the TTNDSJI.
- 15) The TTNDSJI shall be communicated for all changes, decisions, etc. in writing as shortest in time as possible well in advance.
- 16) Drawing, plans and specification are the property and ownership of TTNDSJI, irrespective of whether the work has been executed or not.
- 17) Consultant should check the specification of all the aggregates including sand, Grit & kapachi & should be used as per Gradation/specification of work only.
- 18) Consultant shall supervise thoroughly and get the work implemented for structural soundness & operational effectiveness of the works by the Contractor.
- 19) The Consultant is required to provide services in respect of monitoring, supervision, implementation, execution and recording of work as being correctly interpreted/implemented with the design of architect by the contractor
- 20) At any point of time, if doubt or discrepancy found in allotted drawing / design, Consultant shall submit the clear alternate / solution with technical justification to TTNDSJI.
- 21) The Consultant shall supervise and monitor the construction work for preoperative and execution on day to day basis during the work under progress to achieve the stipulated standards of quality of the project and timely completion.
- 22) To conduct regular site meetings, coordinate & liaison to sort out the bottlenecks obstructing the progress
- 23) To interact regularly with Authority on all matters related to execution including submission of weekly progress reports, cost status etc.
- 24) To prepare cash flow charts and update budget estimate as per actual execution and keep Authority informed on all the changes prior to implementation & execution of works if any.

- 25) The PROJECT MANAGEMENT CONSULTANCY shall develop and follow the computerized reporting and record management system and shall obtain prior concurrence of the same from TTNDSJI.
- 26) To Co-ordinate with participating agencies on daily basis to ensure all the works progress in a systematic, synchronized and time bound manner & has to submit weekly report to TTNDSJI showing clearly whether work progress is as per the Work Bar- chart, Time limit and scheduled of implementation with highlighting delayed activities & action required from whom -along with any critical issue / Bottleneck to be resolved & if the work is held up for more than 10 days, Consultant should report to TTNDSJI head office and resolve the issues from TTNDSJI office and follow up the matter till resolved.
- 27) To monitor the variation and deviation from the original designs, concept and quantity in the work order and keep the client informed including obtaining prior approvals from the client whenever required.
- 28) In no case Consultant will allow excess in execution of items- where quoted rate is higher than estimated rate & No saving will be there -where quoted rate is below estimated rate- Except written approval of TTNDSJI.
- 29) Consultant shall depute additional coordination engineer- project wise in TTNDSJI office irrespective of the project cost.
- 30) Consultant shall mandatory establish separate fully equipped local site office within 15 km radius of site.
- 31) The Selected Consultant shall deploy experienced resources, full time at the site as below during the implementation stage consisting of a Civil Engineer, Structural Engineer and an Electrical Engineer.
- 32) Consultant whose head office/base is out of Himachal Pradesh shall establish a regional office in Shri Naina Devi Ji irrespective of the project cost.
- 33) During the course of implementation of projects, prior & post execution stages, including settlement of claims & arbitration matters, if any- in all actions Consultant should indemnify & safeguard the interest of TTNDSJI.
- 34) If the works gets stop due to some or the other encroachments, Consultant is supposed to inform the respective Department and till the works get started on site the concerned Engineer should remain present in the Office of the Concerned Engineer in the Department.
- 35) Other than the fee which is to be given to the Consultant, no other expense i.e. Laboratory

testing, to and fro transportation cost to attend the meetings etc will be given by the

Department. The fees will be paid by checking the actual work carried out by the Contractor on site.

### **iii. Construction Stage:**

- a) Supply to Chairman, Temple Trust Shri Naina Devi Ji, District BILASPUR (H.P.) Four copies of the detailed working drawings, specifications, Bill of quantities and detailed estimates etc. free of charge for use during execution of work.
- b) Supply to Chairman, Temple Trust Shri Naina Devi Ji, District BILASPUR (H.P.) such further drawings, specifications or details which may be required for proper execution of work.
- c) Assist in obtaining approval from any statutory body/local Govt. Body as applicable to this project for execution of work or for designs/drawings of the scheme.
- d) Assist to obtain Chairman, Temple Trust Shri Naina Devi Ji, District BILASPUR (H.P.) approval for any material deviation in design, cost, working drawings, schedule and specifications from the approved scheme, without any extra charge.
- e) Carrying out all modifications /deletions/additions / alterations /in design/ drawing / documents as required by Local bodies Authorities /State / Chairman, Temple Trust Shri Naina Devi Ji, District BILASPUR (H.P.) or any other authorities as applicable for proper execution of works at site till completion and handing over of the project to the client.
- f) Provide BOQ, Specifications, detailed analysis for any extra / substituted items and its justification.
- g) Undertaking site visits or to attend meetings during execution of the project to ensure adherence of execution as per detailed drawings and specifications, including sorting out problems and issue necessary clarifications at site including preparation & submission of additional drawings and details for proper execution of work at site shall have to be borne by the consultant and shall be covered within his quoted/negotiated fees and nothing extra shall be payable on this account. At least one visit per month shall be mandatory which shall be done keeping in view the stage of work and in consultation with Chairman, Temple Trust Shri Naina Devi Ji, District BILASPUR (H.P.). After each site visit the Architect should confirm that the work is being executed as per drawings & specifications and deviations if any shall be brought to the notice of Chairman, Temple Trust Shri Naina Devi Ji, District BILASPUR (H.P.).

### **iv. Completion Stage:**

- a) Assist in obtaining completion and occupation certificates, wherever necessary from the local bodies after completion of work and inspection by Municipal/Fire/Electrical Inspectors with liaison through the concerned contractor and supply the same to Chairman, Temple Trust Shri Naina Devi Ji, District BILASPUR (H.P.). For this purpose, any assistance required from Chairman, Temple Trust Shri Naina Devi Ji, District BILASPUR (H.P.) will be extended to the Contractor. Any statutory fee payable to local bodies for issue of completion certificate shall be borne by Chairman, Temple Trust Shri Naina Devi Ji, District BILASPUR (H.P.).
- b) Get the as built Completion Drawings prepared from contractor including 1:100 scale plans elevations and cross sections etc. indicating the details of the building and all internal and external services as completed and supply 4 sets of completion drawings to Chairman, Temple

Trust Shri Naina Devi Ji, District BILASPUR (H.P.) and also hand over the original of the completion drawings to Chairman, Temple Trust Shri Naina Devi Ji, District BILASPUR (H.P.).The changes, if any during the execution of work will be intimated by Chairman, Temple Trust Shri Naina Devi Ji, District BILASPUR (H.P.) to the Contractor for preparation of above drawings.

- c) Assist in preparation & submission of completion reports, Operation & maintenance manual, completion of as built drawings and documents for the project as required and acceptable to Chairman, Temple Trust Shri Naina Devi Ji, District BILASPUR (H.P.) and Clients/local bodies/or any other authorities applicable including getting 'completion certificate' from concerned authorities through Contractor.
- d) Assist Chairman, Temple Trust Shri Naina Devi Ji, District BILASPUR (H.P.) in Arbitration/Litigation case(s) that may arise out of the contract entered into, in respect of above work, regarding clarifications/interpretations, supply of drawings, designs, specifications as and when required. The consultants' role will be limited to these clarifications only and unless specifically required by Arbitrator/Court, he shall not be required to participate in actual Arbitration/Litigation proceedings.

#### **v. Defect Liability Stage:**

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

#### **b. Remuneration**

The fee includes travel expenses for periodical supervision during construction of the project, for attending meetings with Chairman, Temple Trust Shri Naina Devi Ji, District BILASPUR (H.P.) /Clients/ visits to local authorities, shall be included in the Fee, any actual fee charged by the govt. department for approval of the planning/permission charges/developmental charges/green certification charges shall be reimbursed on actual basis by the Chairman, Temple Trust Shri Naina Devi Ji, District BILASPUR (H.P.). However, the vetting charges of the structural design from the institutions like IIT, NIT shall be borne by the consultant himself. All payments shall be made in Indian currency only.

#### **Schedule of Fees & Timelines**

The total duration for preparation of the whole work under the assignment shall be 150 days, including the time taken by the Authority in providing the requisite documents or in conveying its comments on the Draft Reports. The Consultant shall deploy the Key Personnel as per the deployment of Personnel proposed.

| Sr. No. | Activities & Submission Stages  | % payment | Timelines                                 |
|---------|---|-----------|---|
| 1.      | <p>a) On completion of topographical survey (Total Station Survey) and submission of drawings showing site boundary, contour levels, details of existing structure, HFL etc.</p> <p>b) On completion of soil investigation study and submission of soil investigation report.</p> <p>c) Submission of Inception Report</p> <p>d) On submission of the following elements:<br/> Master plan conforming relevant I.S. Code showing roof of the building, road network, landscape proposal, pedestrian movement pathways etc.<br/> - Conceptual architectural drawings<br/> - All floor plans,<br/> - all crucial Sections and<br/> - all four side Elevations,<br/> - Conceptual Structural proposal,<br/> - Conceptual Interior design proposal,<br/> - Conceptual proposal for Electrical works,<br/> - plan showing conceptual Fire Hydrant layout and firefighting proposal,<br/> - Plan showing Sewerage layout and location of Treatment plant<br/> - Proposal for green building parameters</p> <p>e) Submission of 3D views</p> <p>f) Submission of Cost Appraisal,</p> <p>g) Audio/ Visual Presentation at different selected levels of Authority.</p> | 10%       | 30 days after issuance of Letter of Award |
| 2.      | On Submission of Detail Project Report incorporating client suggestions and submission of modified architectural drawings after due approval from the concerned authority and Final Feasibility Report  | 10%       | 45 days after issuance of Letter of Award |
| 3.      | Preparation and submission of detailed architectural & structural design & drawings of all buildings and obtaining vetting from any reputed institutes such as IIT/NIT<br>Preparation and submission of all internal and external services design & drawings and obtaining all necessary statutory approvals.   | 30%       | 75 days after issuance of Letter of Award |

|    |  |     |  |
|----|--|-----|--|
| 4. | Submitting detailed specifications, bill of quantities, detailed architecture working designs together with estimates of cost sufficient to invite Tenders.  | 5 % | 135 days after issuance of Letter of Award                       |
| 5. | Preparation and submission of detailed estimate & detailed measurements. Analysis of rates tender drawings, specifications and final tender documents according to CPWD guidelines/ PWD guidelines. Submission of complete detailed Architectural & services drawings "Good for construction" (Architectural, interior, structural, services, interior, E&M services and all other required drawings). (Pro rata Basis). | 5%  | Within 07 days of Award of the project to the contractor         |
| 6. | During Construction (Up to Plinth level)   | 5%  | Within 07 days of report of engineer in charge                   |
| 7. | Up to Super Structure  | 5%  | Within 07 days of report of engineer in charge                   |
| 8. | Upto Finishing all Works and Services, Testing and Commissioning   | 10% | Within 07 days of report of engineer in charge                   |
| 9. | On completion of entire construction works and after ‘‘ Completion certificate’’ from the executing agency. No objection Certificate/Occupancy Certificate from Chairman, Temple Trust Shri Naina Devi Ji and checking and approving of ‘As built Architectural Drawings’’ constructed by contractor.<br>Project/work including PROJECT MANAGEMENT CONSULTANCY cost in all respect                                       | 20% | 07 days after releasing of B.G. and S.D. to the executing agency |

**Note:**

- (A) The part payment against above stages on part completion of required scope of work under a particular stage can be released as per decision of Engineer in-charge/ Chairman Committee Temple Trust by mentioning the reasons for the same.
- (B) All the payments due to the consultant shall be made online and no cheques/ draft shall be issued.
- (C) In case the project does not get sanctioned from clients, the consultant shall be paid a lump sum amount limited to Rs.50,000 (fifty thousand) for the project value upto Rs. 50.00Cr and @0.01% of the project value above Rs.50.00 Crs. subject to the ceiling of Rs.5.00 Lakhs.
- (D) Chairman Temple Trust Shri Naina Devi Ji shall have the right to request in writing for additions alterations, modifications or deletions in the design and drawing of any part of the work and to request in writing for additional work in connection therewith and the consultants shall comply with such requests without any extra cost.
- (E) No extra payment shall be made to Consultant by Chairman Temple Trust Shri Naina Devi Ji on

account of such Additions & Alterations as enumerated above, provided the total built up area remains same.

- i) In case of delay in submission of any deliverables, the Consultant shall be given additional time commensurate with the nature of the delay and the reason thereof. This additional time shall be called Remedy Period and shall be approved by the Client in writing on the request sent to the Client by the Consultant in writing. The Client may or may not approve such a Remedy Period. The length of the Remedy Period shall also be as approved by the Client. If the Consultant is not able to comply with the timeline including Remedy Period, if any, it may attract Liquidated Damages at the sole discretion of the Client.
- ii) The Client shall not consider the following circumstances as delay and the time period required for these circumstances shall be excluded from the delivery schedule, provided the Consultant has put proper and timely effort and resources as required to not have any such delay and shall keep the Client informed about such effort through proper correspondence and evidence.
  - a) Delay in approval of previous deliverables on which subsequent deliverables depend substantially.
  - b) Delay in obtaining data from Government offices/institutions.
- iii) Total Consultancy Fees payable to the Consultant shall be paid as per above schedule, on completion of the respective stages.
- iv) The Client shall endeavor to approve the deliverables within 15 days of submission of the deliverables of the respective stage, and the fees payable for the respective stages shall be released within 7 days from such approvals.
- v) In case of delay in approval beyond 15 days, 50% of the invoiced amount for the respective stages shall be released against the submitted deliverables, while remaining 50% shall be released only after the approval from the Client.

**c. General terms of reference:**

1. The scrutiny of bids by Chairman, Temple Trust Shri Naina Devi Ji, District BILASPUR (H.P.)'s own supervisory staff or executing agency, if any, does not absolve the bidders of their responsibility under the agreement. The bidders shall remain solely responsible for structural soundness of the design and other services for all provisions of the contract so as to satisfy the particular requirement of the Architectural specifications.
2. The bidders shall supply to Chairman, Temple Trust Shri Naina Devi Ji, District, drawings, specifications, bill of quantities and also other documents as may be BILASPUR (H.P.) copies of all documents, instructions issued to Architect firms/Consultants, if any, relating to the work required.



3. The Architects hereby agree that the fees to be paid as provided herein (clause 3.0) will be in full discharge of function to be performed by him and no claim whatsoever shall be against Chairman, Temple Trust Shri Naina Devi Ji, District BILASPUR (H.P.) in respect of any proprietary rights or copy rights on the part of any party relating to the plans, models and drawings.
4. While providing consultancy services, the consultant shall ensure that there is no infringement of any patent or design rights and he shall be fully responsible for consequences/any actions due to any such infringement. Consultant shall keep Chairman, Temple Trust Shri Naina Devi Ji, District BILASPUR (H.P.) indemnified all the times and shall bear the losses suffered by Chairman, Temple Trust Shri Naina Devi Ji, District BILASPUR (H.P.) in this regard.
5. Consultant shall appoint and notify one senior officials of his organization as nodal officers to represent the consultant in all the meetings/presentations with Local Municipal Committee Authorities/State/ Client / Chairman, Temple Trust Shri Naina Devi Ji, District BILASPUR (H.P.) or higher authority.
6. All designs and drawings shall be the property of NAME OF Chairman, Temple Trust Shri Naina Devi Ji, District BILASPUR (H.P.) The name and logo of Chairman, Temple Trust Shri Naina Devi Ji, District BILASPUR (H.P.) shall be predominantly displayed on all the drawings and documents.
7. The originals of approved completion drawings shall be on good quality reproducible paper and soft copy of all the drawings & design shall have to be given on compact disc (CD) / Pen drive. The proprietary rights of all the design shall remain with Chairman, Temple Trust Shri Naina Devi Ji, District BILASPUR (H.P.).
8. The consultant shall be required to sign an Agreement with Chairman, Temple Trust Shri Naina Devi Ji, District BILASPUR (H.P.) within 07 days of the receipt of LOA based on these terms & conditions.
9. Recovery/Penalties can be recovered from the consultancy fee/EMD/BG of the other works that the consultant is doing or would be doing for Chairman, Temple Trust Shri Naina Devi Ji, District BILASPUR (H.P.) at that time.

**d. General Obligations of the Consultant**

The Consultant shall:

- i) Provide all assistance to the Client or its representative as they may reasonably require for the approval of the all stages of the Master Plan.
- ii) Provide to the Client, all deliverables as per timeline set in the RFP document and as requested by Client.
- iii) Conduct meeting every 2 weeks with the Client at Shri Naina Devi Ji to report the progress on the assignment. The appointed firm will also submit a monthly progress report.

- iv) Make efforts to maintain harmony and good relations among the personnel employed in connection with the performance of the Consultant's obligations under this RFP.
- v) Have requisite organization and designate and appoint suitably qualified personnel as deemed appropriate to supervise the execution of its obligation under this RFP and deal with the Client or its representative and to be responsible for all necessary exchange of information required pursuant to this RFP.
- vi) Undertake, do and perform all such acts, deeds and things as may be necessary or required to adhere to the completion of the work under and in accordance with this RFP.
- vii) Allow and entitle the Client or a nominee of the Client to step into this contract at Client's discretion, in place and substitution of the Consultant in the event of Termination pursuant to the provisions of this RFP.

#### **e. Obligations of the Client**

The Client shall:

- i) Get all necessary statutory approval and liaison including approvals from Archeological Survey of India
- ii) Permit the Consultant to work on the assignment site to execute its obligations.
- iii) Grant or where appropriate provide necessary assistance to the Consultant in securing required permissions, information and documents in connection with the preparation of the Master Plan and Design.
- iv) Make payments in timely manner as per the terms mentioned herein for work completed in a satisfactory manner.

### **4. General Conditions**

#### **4.1 Letter of Acceptance and Agreement**

As the first step for the assignment, the Client shall issue to the successful bidder, a Letter of Acceptance. This letter will refer to the proposal and confirm its acceptance. The Client and the successful bidder shall then enter into an Agreement in due course which shall consist of Terms and Conditions as mutually agreed upon between the two parties and any additional terms that the Client may find suitable for carrying out the work pertaining to project as per the Terms of Reference mentioned in this RFP.

#### **4.2 Performance Security**

- i) For the due performance of the contract in accordance with the terms and conditions specified, the consultant shall on the day or before signing the contract which shall not be later than (fifteen) days of the issue of the Letter of Award/ Letter of Intent, furnish performance security / Guarantee in the form of DD to Chairman, Temple Trust Shri Naina Devi Ji, District BILASPUR (H.P.) from a Nationalized Bank to the extent of 5% of the value of approved total consultancy fees of consultant or FDR of same amount pledged to Chairman, Temple Trust Shri Naina Devi Ji, District BILASPUR (H.P.) with auto renewal. The FDR shall remain valid till stipulated time for completion of work plus 90 days. The EMD paid by the Consultant shall be returned to the consultant after receipt of Performance Security. However, consultant shall be at liberty to allow

the conversion of EMD to Performance security.

It is expressly understood and agreed that the performance security is intended to secure the performance of entire contract. It is also expressly understood and agreed that the performance security is not to be construed to cover any damages detailed/ stipulated in various clauses in the Contract document.

The performance security will be discharged by Chairman, Temple Trust Shri Naina Devi Ji, District BILASPUR (H.P.) and returned to the Architect firm/consultants after successful physical completion of the project at site and submission of completion drawings and documents to Chairman, Temple Trust Shri Naina Devi Ji, District BILASPUR (H.P.) and statutory bodies.

- ii) Chairman, Temple Trust Shri Naina Devi Ji, District BILASPUR (H.P.) reserve the right of forfeiture of the performance security in additions to other claims and penalties in the event of the consultant's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract.
- iii) Should the stipulated time for completion of work, for whatever reason be extended, the consultant, shall at his own cost, get the validity period of FDR in respect of performance security furnished by him extended and shall furnish the extended / revised FDR to Chairman, Temple Trust Shri Naina Devi Ji, District BILASPUR (H.P.) before the expiry date of the FDR originally furnished / submitted.

#### **4.3 Tax liability**

- a) All taxes, income tax and any other livable tax excluding GST in connection with the execution of the contract levied by the statutory Authorities/State of India/State Govt. or any local authorities on the consultant in accordance with the applicable law shall be borne by the consultant and are deemed to be included in their bid price. The tenderers shall note that the Tax Deduction at Source (TDS) as per applicable law shall be made from the payments due/made to the consultants and which shall not be reimbursed.
- b) Consultant has to mention GST in the invoice and amount of GST should be shown separately in the bill as per GST Rules as applicable from time to time.
- c) Any decrease / increase of taxes / duties by the authorities/ Government of India/State Government, during currency of this contract shall be borne by the Chairman, Temple Trust Shri Naina Devi Ji, District BILASPUR (H.P.) only and which shall be reimbursed by Chairman, Temple Trust Shri Naina Devi Ji, District BILASPUR (H.P.).

#### **4.4 Additions, Alterations and Variation:**

- i) Chairman, Temple Trust Shri Naina Devi Ji, District BILASPUR (H.P.) shall have the right to request in writing for additions alterations, modifications or deletions in the design and drawing of any part of the work and to request in writing for additional work in connection therewith and the consultants shall comply with such requests within in the total mentioned Built-up area.

- ii) No extra payment shall be made to Consultant by Chairman, Temple Trust Shri Naina Devi Ji, District BILASPUR (H.P.) on account of such additions & Alterations as enumerated above, provided the total built up area remains same.
- iii) The consultant shall not make any material deviation, alteration, addition to or omission from the work except without first obtaining the written consent of Chairman, Temple Trust Shri Naina Devi Ji, District BILASPUR (H.P.) The overall variations in actual cost of project w.r.t the approved estimated cost by not more than 10% (Ten percent) subject to the approval from the competent authority. The decision of the Chairman, Temple Trust Shri Naina Devi Ji, District Bilaspur (H.P.)/ Engineer-in- charge in this regard shall be final and binding on the Architect firm/Consultant.

#### **4.5 Understanding of the Terms**

By submitting a proposal, each Bidder shall be deemed to acknowledge that it has carefully read all parts of this RFP, including all forms, schedules and annexes hereto, and has fully informed itself as to all existing conditions and limitations.

#### **4.6 Failure to Agree with the Terms and Conditions**

Failure of the successful bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event the Client may award the contract to the next best value bidder or call for new proposals.

#### **4.7 Signing of Agreement**

At the same time as the Client notifies the successful Bidder that its proposal has been accepted and after acceptance of the award of work by the successful Bidder in writing, the Client shall enter in a separate agreement, incorporating all conditions as mutually agreed upon between the Client and the successful Bidder. The terms and conditions of this RFP shall constitute the major part of the agreement. Such Agreement may have additional clauses and/or provisions that further explain or clarify the provision of this RFP, or certain provisions which the Client may require to include as per law or being a publicly owned institution, as per its practices.

#### **4.8 The Client's Right to Reject or Accept Any Proposal**

The Client reserves the right to accept or reject any proposal, and to annul the bidding process, modify evaluation/selection procedure and reject all proposals at any time prior to the award of contract, without incurring any liability to the affected bidders or any obligation to inform the affected Bidders of the ground for the Client's decision.

#### **4.9 Completion period:**

- a. The overall completion period for the execution of this project from the date of commencement of work shall be mentioned in NIT.
- b. If at any stage, the Project has been delayed by the acts of by the deployed contractor for the work, nothing extra shall be payable to the consultant. However suitable extension of time for completion of work shall be granted accordingly.

#### **4.10 Escalation/ Price Variation**

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

#### **4.11 Commencement of Work:**

The commencement of work will be considered from 7th day of issuance of LOA. The architect/Consultant has to submit detailed program of the work as per the below mentioned guidelines within 10 days from the date of commencement of the work. The time schedule submitted by the architects shall include time for obtaining required approvals, completion certificate etc. from local bodies. However, if delay is caused by the local bodies beyond reasonable control of the consultant, the department may consider such delays favorably.

#### **4.12 Compensation for Delay:**

The time allowed for carrying out the work as specified in Table 1 “ImportantDatesandTimelineforBiddingProcess/work” shall be strictly observed by the consultants and shall be deemed to be the essence of the contract on the part of the consultants. The work shall throughout, the stipulated period of the contract, be processed with all diligence.

The Consultant will be required to complete the entire job within stipulated time. No extension of time for completing the same shall be given owing to any variations made in the works by the orders of the client, unless the clients in consequences of such variations extends the time allowed to consultant. for the completion of the works.

In case the Consultant fails to complete the work within the Contract period or extended period as above owing to reasons attributable to consultant, liquidated damages @ 0.20% per week of the total fees subject to a maximum of 10% of the total fees payable shall be levied on the Consultant. Chairman, Temple Trust Shri Naina Devi Ji, District BILASPUR (H.P.) shall be entitled to deduct such damages from the dues that may become payable to the consultant. If the work is held up at site due to non- availability of Drawings/Specifications/Other Details as per mutually agreed schedule penalty, proportionate to the value of the work which is held up, shall be imposed on the consultant.

#### **4.13 Abandonment of Work:**

- i) That if the consultant abandons the work for any reason whatsoever or become incapacitated from acting as consultants as aforesaid, Chairman, Temple Trust Shri Naina Devi Ji, District BILASPUR (H.P.) may make full use of all or any of the drawings prepared by the consultants and that the consultants shall be liable to refund any excess fees paid to them up to that date plus such damages as may be assessed by Chairman, Temple Trust Shri Naina Devi Ji, District BILASPUR (H.P.).
- ii) If at any time after start of work, the Chairman, Temple Trust Shri Naina Devi Ji, District BILASPUR (H.P.) decides to abandon or reduce the scope of work for any reason

whatsoever and hence not required the whole or any part of the works to be carried out, Chairman, Temple Trust Shri Naina Devi Ji, District BILASPUR (H.P.) shall give notice in writing to this effect to the Consultant and the consultant shall have no claim for any payment of compensation, or otherwise whatsoever, on account of any profit or advance which he might have derived from the execution of works in full but which he did not derive in consequence of the foreclosure of the whole or part of the work.

- iii) If at any time after award/start of work, the Chairman, Temple Trust Shri Naina Devi Ji, District BILASPUR (H.P.) decides to abandon or reduce the scope of work for any reason whatsoever and hence not require the whole or any part of the works to be carried out, Chairman, Temple Trust Shri Naina Devi Ji, District BILASPUR (H.P.) shall give notice in writing to this effect to the Consultant and the consultant shall have no claim for any payment of compensation, or otherwise whatsoever, on account of any profit or advance which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the work.

#### **4.14 Termination of Contract and Termination payment**

- i) In the event that either party does not perform as per the terms of the Agreement, both parties reserve the right to terminate this Agreement with a minimum of thirty days' written notice.
- ii) Failure on the part of the Client to make timely payments to the Consultant in accordance with the terms of this Agreement shall be considered as substantial grounds for initiating termination of the Agreement by the Consultant.
- iii) Failure of the Consultant to adhere to agreed time schedules in accordance with the terms of this Agreement shall be considered as substantial grounds for initiating termination of the Agreement by the Client.
- iv) In the event of termination of this Agreement for no fault of the Consultant, the Client shall compensate the Consultant for all services provided by the Consultant along with any reimbursable expenses incurred up to the date of termination.
- v) In the event of termination of this Agreement by the Client for non-performance by the Consultant in accordance with the terms of this Agreement, the Client reserves the right to employ others to complete any outstanding services by the Consultant and deduct such fees incurred by the Client from any monies due to the Consultant.

#### **4.15 Number of Drawing Sets etc. and Copyright:**

The Consultant shall supply free of charge to Chairman, Temple Trust Shri Naina Devi Ji, District BILASPUR (H.P.) the 05 sets of drawings as specified elsewhere of following documents in soft as well as hard copy.

- i) Detail Project Reports with colored drawings.
- ii) All the Drawings and estimates to be submitted to clients.
- iii) Complete detailed design calculations (structural and other services) including supply of

drawings incorporating subsequent modifications.

- iv) All working drawings for all the components (Good for Construction Drawings).
- v) Detailed estimates and rate analysis of all works.
- vi) Completion drawings and detailed documents.
- vii) Tender drawings as per Chairman, Temple Trust Shri Naina Devi Ji, District BILASPUR (H.P.)
- viii) Fabrication Drawings of all equipment if any.
- ix) As built drawings after completion of project.

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

#### **4.16 De-termination or Rescission of Agreement:**

Chairman, Temple Trust Shri Naina Devi Ji, District BILASPUR (H.P.) without any prejudice to its right against the consultant in respect of any delay by notice in writing absolutely may determine the contract in any of the following cases:

If the consultants being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of the creditor shall be appointed or if circumstances shall arise which entitle the court or creditor to appoint a receiver or a manager which entitles the court to make up a winding order If the consultants commit breach of any of the terms of agreement. When the consultants have made themselves liable for action under any of the clauses aforesaid, Chairman, Temple Trust Shri Naina Devi Ji, District BILASPUR (H.P.) shall have powers: a) to determine or rescind the agreement b) to engage another consultant(s) to carry out the balance work at the risk and cost of the consultant and debiting the consultant(s) the excess amount, if any, so spent.

In case contract of consultant is determined, the performance Guarantee and Security Deposit of the consultant shall stand forfeited. The decision of Chairman, Temple Trust Shri Naina Devi Ji, District BILASPUR (H.P.) in this regard shall be final and binding on the consultant.

#### **4.17 Responsibilities for Accuracy of Project Proposals**

- a) The Consultant shall be responsible for the accuracy of the technical / financial data collected and the designs, drawings, quantities and estimates prepared by him as a part of the project. He shall indemnify Chairman, Temple Trust Shri Naina Devi Ji, District BILASPUR (H.P.) & Client against any inaccuracy in the work, which might surface out at the time of ground implementation of the project. In such an eventuality, the consultant will be responsible to correct the drawings including re- investigations etc. as required without any extra cost implication on Chairman, Temple Trust Shri Naina Devi Ji, District BILASPUR (H.P.). The Consultant shall fully indemnify Chairman, Temple Trust Shri Naina Devi Ji, District BILASPUR (H.P.) from and against all claims and proceedings for or on

account of any infringement of any patent right, design, trade mark or name or other protected rights in respect of any construction plant, machinery work or material used for or in connection with the work or temporary works.

- b) Chairman, Temple Trust Shri Naina Devi Ji, District BILASPUR (H.P.) reserves the right to award the work of one or more sectors/area to one or more consultant. Nothing extra shall be paid on this account. Further the payment of consultancy fees shall be regulated as mentioned under the Clause 4.0 “Mode of Payment”.

#### **4.18 Confidentiality**

The Consultant shall agree not to disclose to any third party or use confidential or proprietary information of the Client or Project learnt during the course of the Work.

#### **4.19 Indemnity**

The consultant shall, during the term of the whole contract, indemnify and hold Client harmless from any loss, claim or damage, third party suit, proceedings, judgments, cost and expenses (including reasonable attorney fees) relating to any infringement claim by a third party if the same is based on any consultant materials provided to the Client by or on behalf of the Consultant in connection with the Consultant's performance of services hereunder without breaching the terms of the RFP. The Consultant will be required to take out a Professional Indemnity Insurance policy up to the total value of the professional fees and maintain this insurance policy for the duration of the works.

#### **4.20 Force Majeure**

- i) Should either party be prevented from performing any of its responsibilities by reason caused by an Act of God or any cause beyond its reasonable control including but not limited to work stoppages, fires, riots, terrorist strikes, accidents, explosions, floods, cyclones, storms, wars, revolutions, acts of public enemies, blockages, embargos any laws, orders, proclamations, ordinances, demands or requirements for any government or authority or representative of any such government including restrictive trade practices or regulations strike, shutdowns, labour disputes which are not instigated for the purpose of avoiding obligations herein failures and/or fluctuations in electric power, light, telecommunications or air-conditioning equipment the time for performances shall be extended until the operation or such cause has



ceased, provided the party affected gives prompt notice to the other of any such factors or inability to perform, resumes performances as soon as such factors disappear or are circumvented. Under this clause, if either party is excused performance of any obligation for a continuous period of 30 days, then the other party may at any time thereafter while such performance continues to be excused, terminate the Contract without liability, by notice in writing to the other. However, the aforementioned reasons do not include lack of personnel and non-performance of third parties hired.

- ii) The Consultant shall not be entitled to any termination payment from the Client in case of force majeure, including termination of contract due to force majeure. The Client shall pay the Consultant all payments due as of the termination date as stated in the notice, including those for the proportion of work completed fully in the on-going stage, until termination. The payment shall not be released by the Client until any due from consultant under this contract is remained unpaid.

#### **4.21 Independent Consultant**

The Consultant shall be deemed to be acting as an independent consultant of the Client and shall not be deemed an agent, legal representative, joint venture or partner of the Client. Neither party is authorized to bind the other party to any obligation, affirmation or commitment with respect to any person or entity.

#### **4.22 Representations and Warranties of the Consultant**

The Consultant warrants to Authority that:

- i) It is a duly organized, validly existing and in good standing under the laws of India;
- ii) It has full power and authority to execute, deliver and perform its obligations under the RFP and to carry out the transactions contemplated hereby;
- iii) It has taken all the necessary corporate and other actions under all applicable laws and its constitutional documents to authorize the execution, delivery and performance of the RFP
- iv) It has the financial standing and capacity to undertake the Project;
- v) The RFP constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- vi) It is subject to civil and commercial laws of India with respect to the RFP and it hereby expressly and irrevocably waives any immunity in any jurisdiction in respect thereof;
- vii) The execution, delivery and performance of the RFP will not conflict with, result in the breach of, constitute a default under or accelerate performance required by any of the terms of the Consultant's Memorandum and Articles of Association or any applicable laws or any covenant, agreement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;
- viii) There are no actions, suits, proceedings, or investigations pending or, to the Consultant's knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority the outcome of which may result in the breach of or constitute a default of the Consultant under the RFP or which individually or in the aggregate may result in any

material adverse effect;

- ix) It has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Agency which may result in any material adverse effect or impairment of the Consultant's ability to perform its obligations and duties under the RFP;
- x) It has complied with all applicable laws and has not been subject to any fines, penalties, injunctive relief or any other Civil or criminal liabilities which in the aggregate have or may have material adverse effect;
- xi) No representation or warranty by the Consultant contained herein or in any other document furnished by it to the Client or to any Government Agency in relation to applicable permits contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading; and
- xii) No sums, in cash or kind, have been paid or will be paid, by or on behalf of the Consultant, to any person by way of fees, commission or otherwise for securing the RFP or entering into of the Agreement or for influencing or attempting to influence any officer or employee of authority in connection therewith.

#### **4.23 Withholding and Lien of Payment**

Whether any claim or claims for payment of money arises out of or under the contract against the Consultant, Chairman, Temple Trust Shri Naina Devi Ji, District BILASPUR (H.P.) shall be entitled to withhold and also to have a lien to retain in whole or in part, the security deposit, performance guarantee and or to withhold and have a lien to retain in part or in full the payments due to the consultant, or any claims of the consultant, so as to cover the claimed amount till the claim arising out of or under the contract is determined by the competent court.

#### **4.24 Dispute Resolution Mechanism**

In the event of the any dispute relating to the interpretation and / or application of the provisions of the contracts, (whether during the progress of works or after their completion) the same shall be settled amicably through mutual discussion or shall be referred to the Commissioner, Temple Trust Shri Naina Devi Ji, District Bilaspur (H.P.) whose authority shall be final both and binding for both the parties.

#### **4.25 Governing Law and Jurisdiction**

The agreement shall be governed by the Indian Law for the time being in force and the Courts at Bilaspur (H.P.). alone will have jurisdiction to deal with matter arising there from. In any case any necessity arises for any of the parties to this agreement to file any suit or preceding the same shall be filed in court jurisdiction of District Courts BILASPUR Himachal Pradesh only.

#### **4.26 Ownership of Intellectual Property**

- i) Drawings, specifications and other documents prepared by the Consultant for this project are solely the instruments for the Consultant's services. These shall be used only with respect to this Project. The consultant shall be deemed as the author of these documents. The consultant shall retain all

common law statutory and other reserved rights, including copyright. The Client shall be allowed to retain copies of consultant's drawings, specifications and other documents for information and in connection with the Client's use and occupancy of the Project. The Client or others shall not use the Consultant's drawings, specifications and other documents on any other projects. The Consultant's drawings, specifications or other documents shall not be used by the Client for additions to this project or for the completion of this project by others, unless the Consultant is adjudged to be in default under this Agreement.

- ii) The Consultant will have rights of Publication of the Project, in their interest in terms of design, drawings, construction, cost and photographs. The consultant shall obtain the Client's prior approval for the same.

#### **4.27 FORECLOSURE OF CONTRACT BY CHAIRMAN, TEMPLE TRUST SHRI NAINA DEVI JI, DISTRICT BILASPUR (H.P.) /OWNER**

If at any time after the commencement of the work Chairman, Temple Trust Shri Naina Devi Ji, District BILASPUR (H.P.) shall for any reason whatsoever if required to foreclose the work or is not require the whole work thereof as specified in the tender to be carried out, the Authorized Officer of Chairman, Temple Trust Shri Naina Devi Ji, District BILASPUR (H.P.) shall give notice in writing of the fact to the consultant, who shall have no claim to any payment of compensation whatsoever on account of any profit or advantage which he might have derived from the work in full, but which he did not derive in consequence of the foreclosure of the whole or part of the works.

#### **4.28 SUSPENSION OF WORKS**

- (a) The consultant shall, on receipt of the order in writing of the Authorized Officer of Chairman, Temple Trust Shri Naina Devi Ji, District BILASPUR (H.P.) suspend the progress of the works or any part thereof for such time and in such manner as the Authorized Officer may consider necessary for any of the following reasons:
  - i) On account of any default on part of the consultant, or
  - ii) For proper execution of the works or part thereof for reason other than the default of the consultant, or
  - iii) If the work is partly or fully abandoned/suspended by Chairman, Temple Trust Shri Naina Devi Ji, District BILASPUR (H.P.) for any reasons.

The consultant shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Chairman, Temple Trust Shri Naina Devi Ji, District BILASPUR (H.P.) / Engineer-in charge.

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

- i) The consultant shall be entitled to an extension of the time equal to the period of every such suspension plus 25%. No adjustment of contract price will be allowed for reasons of such suspension.
- ii) In the event of the consultant treating the suspension as an abandonment of the Contract by Chairman, Temple Trust Shri Naina Devi Ji, District BILASPUR (H.P.) shall have no claim to payment of any compensation on account of any profit or advantage which he may have derived from the work in full or part.

#### **4.29 RETENTION MONEY**

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

The retention money will be discharged by Chairman, Temple Trust Shri Naina Devi Ji, District BILASPUR (H.P.) and returned to the Architect firm/consultants after successful physical completion of the project at site and submission of completion drawings and documents to Chairman, Temple Trust Shri Naina Devi Ji, District BILASPUR (H.P.) and statutory bodies Chairman, Temple Trust Shri Naina Devi Ji, District BILASPUR (H.P.) reserve the right of forfeiture of the performance guarantee in additions to other claims and penalties in the event of the consultant’s failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract.

#### **4.30 GENERAL:**

1. The scrutiny of the drawing, and designs by Chairman, Temple Trust Shri Naina Devi Ji, District BILASPUR (H.P.)’s own supervisory staff or executing agency, if any, does not absolve the Architects of their responsibility under the agreement. The Architects shall remain solely responsible for structural soundness of the design and other services for all provisions of the contract so as to satisfy the particular requirement of the Architectural specifications.
2. The Architect firms/Consultant shall supply to Chairman, Temple Trust Shri Naina Devi Ji, District BILASPUR (H.P.) copies of all documents, instructions issued to Architect firms/Consultants, if any, relating to the work, drawings, specifications, bill of quantities and also other documents as may be required.
3. The Architects hereby agree that the fees to be paid as provided herein (clause 3.0) will be in full discharge of function to be performed by him and no claim whatsoever shall be against Chairman, Temple Trust Shri Naina Devi Ji, District BILASPUR (H.P.) in respect of any proprietary rights or copy rights on the part of any party relating to the plans, models and drawings.

4. While providing consultancy services, the consultant shall ensure that there is no infringement of any patent or design rights and he shall be fully responsible for consequences/any actions due to any such infringement. Consultant shall keep Chairman, Temple Trust Shri Naina Devi Ji, District BILASPUR (H.P.) indemnified all the times and shall bear the losses suffered by Chairman, Temple Trust Shri Naina Devi Ji, District BILASPUR (H.P.) in this regard.
5. Consultant shall appoint and notify one senior officials of his organization as nodal officers to represent the consultant in all the meetings/presentations with Local Municipal Committee Authorities/State/ Client / Chairman, Temple Trust Shri Naina Devi Ji, District BILASPUR (H.P.) or higher authority.
6. All designs and drawings shall be the property of NAME OF Chairman, Temple Trust Shri Naina Devi Ji, District BILASPUR (H.P.) The name and logo of Chairman, Temple Trust Shri Naina Devi Ji, District BILASPUR (H.P.) shall be predominantly displayed on all the drawings and documents.
7. The originals of approved completion drawings shall be on good quality reproducible paper and soft copy of all the drawings & design shall have to be given on compact disc (CD) / Pen drive. The proprietary rights of all the design shall remain with Chairman, Temple Trust Shri Naina Devi Ji, District BILASPUR (H.P.).
8. The consultant shall be required to sign an Agreement with Chairman, Temple Trust Shri Naina Devi Ji, District BILASPUR (H.P.) within 07 days of the receipt of LOA based on these terms & conditions.
9. Recovery/Penalties can be recovered from the consultancy fee/EMD/BG of the other works that the consultant is doing or would be doing for Chairman, Temple Trust Shri Naina Devi Ji, District BILASPUR (H.P.) at that time.

## Template for Eligibility& TechnicalEvaluationCriteria

### **Annexure-1:FormsforEligibilityCriteria**

- ❖ FORM1:CoveringLetterwithCompanyProfileandEligibilityCriteriaCompliance
- ❖ FORM3.Project DescriptionSheet-SelectedProjects

### **Annexure-2:FormsforTechnicalEvaluation**

- ❖ FORM4:ProjectDescriptionSheet-AdditionalProjects
- ❖ FORM5:SummaryofProjectsforTechnicalEvaluation
- ❖ FORM6:CurriculumVitae(CV)forProjectTeam
- ❖ FORM7:SummaryofInformationonProposedExperts

### **Annexure- 3: Forms for Financial Proposal**

### **Annexure- 4: Other Forms**

- ❖ Affidavit
- ❖ Agreement Form
- ❖ Performance Bank Guarantee
- ❖ Proposal Submission Form
- ❖ Letter of Acceptance
- ❖ Acceptance of Tender Conditions

**Annexure-1:Forms for EligibilityCriteria**

**FORM-1** **-COVERING**  
**LETTERWITHCOMPANYPROFILEANDELIGIBILITYCRITERIACOMPLIANCE**

(Tobe signedbyauthorizedsignatoryandprintedontheletterheadoftheleadbidder)

**To**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Subject: SubmissionofEligibilityCriteriainresponsetotheRequestfor**  
**Proposals RFP for “Comprehensive Architectural planning,**  
**designing and DPR for the development /beautification /rejuvenation**  
**of Shri Naina Devi Ji Temple Complex, Camp House and Water**  
**body in Toba, District BILASPUR Himachal Pradesh”.**

DearSir,

Having examined the entire RFP document, we, the undersigned, herewith submit our proposal in responseto your RFP Notification number..... for the works stated in the said RFP.

We statethatwehavereadtheentireprovisionsoftheRFPdocument,Corrigendum’sifanyandc onfirmthat the same are acceptable to us. We further declare that additional conditions, variations, deviations, ifany,foundinourproposalshall notbegiveneffectbyClient.Wefurtherstatethat:

- ❖ We agree to abide by this proposal, consisting of this letter, the detailed response to the RFP and all attachments uploaded.
- ❖ We declare that we are not involved in any litigation that may have an impact of affecting or compromising the delivery of services as required under this assignment, and we are not under a declaration of ineligibility for corrupt or fraudulent practices.
- ❖ We declare that there is no conflict of interest in the services that we will be providing under the terms and conditions of this RFP.
- ❖ We hereby declare that all the information and statements made in this proposal are true and accept that any misrepresentation contained in it may lead to our disqualification.

- ❖ We understand you are not bound to shortlist/accept any or all the proposals you receive.
- ❖ We hereby declare that we qualify and fulfill all the eligibility criteria mentioned in the RFP.
- ❖ We submit the bid at our own risk and indemnify Client from any litigation.
- ❖ We further submit our Company Profile and other Eligibility Criteria as follows:
- ❖ **Company Profile**

| No  | Information   | Details |
|-----|---|---------|
| 1.  | Name of bidder:   |         |
| 2.  | Address of bidder:  |         |
| 3.  | Name, Designation and Address of the contact person to whom all references shall be made regarding this EOI |         |
| 4.  | Number of Years in Business   |         |
| 5.  | Number of Years of relevant experience  |         |
| 6.  | Telephone number of contact person:   |         |
| 7.  | Mobile number of contact person:  |         |
| 8.  | Fax number of contact person:   |         |
| 9.  | E-mail address of contact person:   |         |
| 10. | Status of Firm/Company (Public Ltd., Pvt. Ltd., etc.)/ Individual consultant                                |         |
| 11. | Company Registration Certificate (Enclosed Certificate)   |         |
| 12. | Place and year of incorporation   |         |
| 13. | Details of registration/ membership with council of Architects or other institute                           |         |
| 14. | Name of Authorized person and his details, to deal with client (Attach power of attorney)                   |         |
| 15. | Key personnel in organization   |         |
| 16. | Details of awards/ appreciation (with Documentary Evidence)   |         |
| 17. | Any other information   |         |

### Pre-qualification Compliance Checklist-Self Compliance

- ❖ Detail on Tender Fees-Draft No. xx, drawn on xx Bank, dated xxx
- ❖ Detail on Earnest Money Deposit-BG/Draft No. xx, drawn on XX Bank, dated XXX
- ❖ Eligibility Criteria as under

| Sr. No. | Eligibility Criteria  | Yes/No |
|---------|---|--------|
| 1       | The Bidders shall be a registered Company.  |        |
| 2       | The Bidder shall have been in operation for a period of at least 10 years in India, prior to the last date of submission of bid.  |        |
| 3       | The Bidder shall have an average annual turnover of <b>INR One Crore</b> from consultancy services (in India operations only) and a positive Net Worth, from last three financial years (Financial years 2020-21, 2021-22 & 2022-23). |        |
| 4       | The Bidders shall have experience in India for Historical/Religious places Master Plan preparation of value not less than <b>INR 35 Crores.</b>   |        |
| 5       | The Bidder shall have experience in India for Temple development/beautification project with large scale public amenities of value not less than <b>INR 35 Crores.</b>  |        |
| 6       | The Bidder shall have experience in Architectural Building Project for State or Central Government of India of value not less than <b>INR 35 Crores.</b>  |        |
| 7       | The Bidders shall have experience in India for Water body beautification/rejuvenation project with large scale public amenities of value  |        |



|  |                                     |  |
|--|-------------------------------------|--|
|  | not less than <b>Rs. 35 Crores.</b> |  |
|--|-------------------------------------|--|

- ❖ **NOTE: - All the documents in support of proof of the laid down qualification as stated in the table under point 2.7(i) and 2.8 (i) are to be attached and must be duly issued and signed by the competent and the concerned govt. authority. The same will have to be shown in original at the time of opening of the bid.**

We hereby declare that our proposal submitted in response to the RFP is made in good faith, and the information contained is true and correct to the best of our knowledge and belief. We are jointly and severely responsible for this RFP.

Sincerely,

[LeadBidderAuthorizedSignature]

Name

Title

Signature

Date and Stamp of the Signatory

**Enclosures:** Tender Fee, EMD, Company Registration Certificate and Memorandum /Articles of Association etc.

## FORM-2-FINANCIALDETAILSOFTHEBIDDER

(TobesubmittedonletterheadofStatutoryAuditororcertified byStatutoryAuditor)

To

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Subject:

**SubmissionofEligibilityCriteriainresponsetotheRequestforProposals(R  
FP)for  
development  
Camp House**      **“Comprehensive Architectural planning, designing and DPR for the  
/beautification /rejuvenation of Shri Naina Devi Ji Temple Complex,  
and Water body in Toba, District BILASPUR Himachal Pradesh”.**

DearSir,

Thisistocertifytheturnoverdetailsandnetworthoffirm\_\_\_\_\_

| No                               | Year<br>s | TurnoverDetails<br>inINR(IndianRupees<br>) | NetworthinINR. |
|----------------------------------|-----------|--|----------------|
| A                                | 2020-21   |  |                |
| B                                | 2021-22   |  |                |
| C                                | 2022-23   |  |                |
| Average AnnualTurnover (A+B+C)/3 |           |  |                |

Sincerely,  
seal

Signature of consultant/firm with

[Auditor]

Name

TitleSignature

Date and Stamp of the Auditor

Enclosures:

- Audited & Certified by competent authority, Balancesheet and Profit & Loss accountstatement oftheBidder (Lead Member and Other Memberin case of Consortium) for

each of the last 3 audited financial years FY2020-21, FY2021-22 and FY2022-23 shall be submitted as supporting evidence.

- Copy of valid GST number with update details.
- Copy of PAN/TAN card.
- Details of litigation, if any.
- Other relevant details, if any.

**FORM-3 –PROJECT DESCRIPTION SHEET– (SELECTED PROJECTS, WHICH WERE COMPLETED DURING LAST 5 YEARS)**

(Submit project details which will be used for Technical Evaluation. Each project description must be followed by the work order and work completion certificate).

|  |   |
|--|---|
| Assignment name:   | Approx. Value of Services (INR)   |
| Country:<br>Location within country:   | Duration of assignment (months):  |
| Name of Client:<br>Address of client:  | Contiguous Area of Project (in Hectare - Ha)  |
| Project Classification   |   |
| Contact<br>Person, Title/Designation,<br>Tel.No./Address of the Client:      | Land area of the project (in Hectare - Ha)  |
|  | Land Use:   |
| Start date (month/year):<br>Completion date (month/year):                    | No. of professional staff-months & Details of the staffs provided by your firm/organization |
| Description of Project:  |   |
| Description of Actual Services provided with any other relevant information: |   |

**Note:**

- Description means whether consultancy job included complete architectural planning and drawings, preparation of estimates or any other allied services (please specify).
- Kindly enclose copy of award letter, completion certificate and other relevant documents duly signed by the competent authority.

## **Annexure-2:Forms forTechnicalEvaluation**

### **FORM-4 –PROJECTDESCRIPTIONSHEET (ADDITIONAL PROJECTS)**

(SubmitprojectsdetailswhichwillbeusedforTechnicalEvaluation.Eachprojectdescriptionmustbefollowed bytheworkorderand workcompletioncertificate).

|   |   |
|---|---|
| Assignmentname:   | Approx.Valueof Services(INR)  |
| Country:<br>Locationwithincountry:                                  | Durationofassignment(months):   |
| NameofClient:<br>Address of client:                                 | ContiguousAreaofProject(inHectare -Ha)  |
| ProjectClassification   |   |
| Contact<br>Person,Title/Designation,<br>Tel.No./AddressoftheClient: | Landarea ofthe project(inHectare-Ha)<br>LandUse:                                    |
| Startdate(month/year):<br>Completiondate(month/year):               | No.ofprofessionalstaff-months&Detailsofthestaffsprovided<br>byyourfirm/organization |
| DescriptionofProject:   |   |
| DescriptionofActualServicesprovidedwithanyotherrelevantinformation: |   |

**FORM-5 -SUMMARYOFPROJECTSFORTECHNICAL EVALUATION**

| The Bidder shall have experience in India for Historical/Religious places Master Plan preparation of value not less than <b>INR 20 Crores (40% of Project Cost/Construction Cost)</b> .                       |                 |                |                            |
|---|-----------------|----------------|----------------------------|
| Sr.No.  | Name of Project | Name of Client | Amount of Work<br>(in INR) |
| Project 1   |                 |                |                            |
| Project 2   |                 |                |                            |
| Project 3   |                 |                |                            |
| The Bidders should have experience in India for Water body Development/rejuvenation/beautification project with public amenities of value not less than <b>INR 10 Crore. Project Cost/Construction Cost</b> . |                 |                |                            |
| Sr.No.  | Name of Project | Name of Client | Amount of Work<br>(in INR) |
| Project 1   |                 |                |                            |
| Project 2   |                 |                |                            |
| Project 3   |                 |                |                            |
| The Bidders shall have experience in Architectural Building Project for, State or Central Government of India of value not less than <b>INR 35 Crores. (70% Project Cost/Construction Cost)</b> .             |                 |                |                            |
| Sr.No.  | Name of Project | Name of Client | Amount of Work<br>(in INR) |
| Project 1   |                 |                |                            |
| Project 2   |                 |                |                            |
| Project 3   |                 |                |                            |

**FORM-6-****CURRICULUM VITAE (CV) FORMAT TO BE SUBMITTED FOR PROPOSED PERSONNEL**

The CVs must be submitted in the following format)

| No. | Details  | Response  |
|-----|--|---|
| 1   | Proposed Position & Skill Set  |   |
| 2   | Name of Staff  |   |
| 3   | Date of Birth  |   |
| 4   | Education [Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]   |   |
| 5   | Membership of Professional Associations/Societies  |   |
| 6   | Summary of key Training and Certifications   |   |
| 7   | Countries of Work Experience: [List countries where staff has worked in the last ten years]  |   |
| 8   | Language Proficiency   | (Read/Write/Speak)-<br>(Excellent/Good/Fair)  |
| 9   | Number of years of experience  |   |
| 10  | Employment Record<br>[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment as per format provided]   | From [Year]: ____ To [Year]: ____<br>Employer: ____<br>Positions held: ____   |
| 11  | Detailed Tasks Assigned<br>[List all tasks to be performed under this assignment]  |   |
| 12  | Highlights of assignments handled and significant accomplishments. [Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 12.] | Name of assignment or project :<br>Year: ____<br>Location: ____<br>Client: ____<br>Main project features: ____<br>Positions held: ____<br>Activities performed: ____  |
| 13  | Any Other Exemplifying Work  | Name of assignment or project :<br>Year: ____<br>Location: ____<br>Client: ____<br>Main project features : ____<br>Positions held: ____<br>Activities performed: ____ |

I, the undersigned certify that, to the best of my knowledge and belief, this bio-data correctly describes my qualifications, my experience and myself. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

I am willing to undertake the assignment if the Project contract is awarded to the firm and ensure my availability for the duration of the assignment.

SIGNATURE:.....

DATE OF SIGNING:   Day   Month Year

Certified that the contents of the above are  
verified and found correct

Sign and Seal of the authorized signatory of the Bidder with date



## FORM-7 -SUMMARYOF INFORMATIONONPROPOSEDEXPERTS

| No. | Full Name | Proposed position for the project | Name of the Firm | Length of Service with the Firm | Education/ Degree (Year/Institution) | No. of years of relevant project experience | Total Experience since Completion of Education in no. of years | CV Signature (by Expert/authorized Signatory) |
|-----|-----------|-----------------------------------|------------------|---------------------------------|--------------------------------------|---|--|---|
|     |           |                                   |                  |                                 |                                      |   |  |   |
|     |           |                                   |                  |                                 |                                      |   |  |   |
|     |           |                                   |                  |                                 |                                      |   |  |   |

Signature of Bidder/ Authorized signatory with Seal

Full Name Title Address

### Note:-

- Certificates of qualification are required to be attached.

**Annexure-3: Forms for Financial Proposal Submitted online only**

Date: \_\_\_\_\_

**TO:**

*Client Name and address*

**Subject:** Financial Proposal in response to the Request for Proposals (RFP) for Appointment of a Consultant for “Comprehensive Architectural planning, designing and preparation of DPR & PMC for the development/beautification/rejuvenation of Shri Naina Devi Ji Temple Complex, Camp House and Water body in Toba, District BILASPUR Himachal Pradesh”.

Dear Sir,

We, the undersigned, offer to provide the consultancy services for the work cited in the subject above in accordance with your Request for Proposal. We are hereby submitting our Financial Proposal in reference to our Technical Proposal submitted to you.

In this regard, we are pleased to quote our consultancy fees in terms of percentage (% age) of total project cost, for the services mentioned in the Terms of Reference as follows:

| Particulars of service   | Fees Figure | Fees in Words |
|--|-------------|---------------|
| Master Plan and Concept Design for: -<br>“Comprehensive Architectural planning, designing and preparation of DPR & PMC (Project Management Consultancy) for the development/beautification/rejuvenation of Shri Naina Devi Ji Temple Complex, Camp House, Const. of Modern Langar Complex, Renovation of Kriplai Kund, Const. of Auditorium and Renovation of Sarovar at Toba, District Bilaspur Himachal Pradesh” |             |               |

The fees quoted above is exclusive of Good and Service Tax (GST). GST as applicable on the above-said fees shall be payable additionally at the applicable rate.

We understand you are not bound to accept any Proposal you receive or may cancel or postpone the selection process without assigning any reason.

We confirm that the Financial Proposal conforms to all the terms and conditions stipulated in the TENDER. We would be solely responsible for any errors or omissions in our Financial Proposal.

We confirm that our Financial Proposal is FINAL in all respects and contains No conditions.

Yoursfaithfully,

*Signature,nameanddesignation oftheauthorizedsignatory*

*NameofFirm*

*Address*

**Annexure-4: Other Forms**

**AFFIDAVIT**

(TO BE SUBMITTED ON NON-JUDICIAL STAMP PAPER OF MINIMUM **RS.500/-**  
DULY CERTIFIED BY NOTARY PUBLIC)

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

R/o.....

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

1. That I am the Proprietor/ Authorized signatory of M/s..... having  
its Head Office/ Regd. Office at.....
2. That the information/ documents/ Experience certificates submitted by  
M/s..... along with this tender to Chairman,  
Temple Trust Shri Naina Devi Ji, District BILASPUR (H.P.) ....., are genuine  
and true and nothing has been concealed.
3. I ..... shall have no  
objection in case Chairman, Temple Trust Shri Naina Devi Ji, District BILASPUR  
(H.P.) verifies them from issuing authority(ies). I shall also have no objection in  
providing the original copy of the document(s), in case Chairman, Temple Trust  
Shri Naina Devi Ji, District BILASPUR (H.P.) demand so for verification.
4. I hereby confirm that in case, any document, information &/Or certificate submitted  
by me are found to be incorrect/ false/ fabricated, Chairman, Temple Trust Shri  
Naina Devi Ji, District BILASPUR (H.P.) at its discretion may disqualify/ reject  
my application for pre-qualification outrightly and also debar me /  
M/s..... from participating in any future tenders.

**DEPONENT**

I,....., the            Proprietor/Authorized    signatory    of    M/s  
.....

.....do hereby confirm that the contents of the above Affidavit are true to the best  
of my knowledge and nothing has been concealed there from and that no part of it, is  
false.

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

**DEPONENT**

## AGREEMENT FORM

This agreement made ..... day of ----- (Month) -----  
(Year), between the

“Chairman, Temple Trust Shri Naina Devi Ji, District BILASPUR (H.P.) A statutory body governed under The Hindu Religious Institution and Charitable Endowment Act, 1984 and constituted under The Department of “Language, Art and Culture to the Government of Himachal Pradesh” and having its Office at Shri Naina Devi Ji, District BILASPUR (H.P.), (hereinafter referred to as the “**Temple Trust**,” which shall include its administrators, successors, executors and assigns) of the one part and the “**Consultant**” which expressions shall unless the context requires otherwise include its administrators, successors, executors and permitted assigns) of the other part.

WHEREAS, Chairman, Temple Trust Shri Naina Devi Ji, District BILASPUR (H.P.) is desirous of getting prepared **Comprehensive Architectural planning, designing and DPR for the development /beautification /rejuvenation of Shri Naina Devi Ji Temple Complex, Camp House and Water body in Toba, District BILASPUR Himachal Pradesh** (Here in after referred to as the “**PROJECT**”) invited tenders as per Tender documents vide NIT No. ---  
-----Date-----and Corrigendum No-----& Amendment No.-----Dated-----  
uploaded on Temple Trust Shri Naina Devi Ji website for Engaging Architects / Architectural Firms for Architectural planning, Designing and Detailing AND  
WHEREAS ----- had participated in the above referred tender vide their TECHNICAL & Financial Bid dated -----and subsequent clarifications vide letter no ----- dated ----- in response to Chairman, Temple Trust Shri Naina Devi Ji, District BILASPUR (H.P.)’s letter No. ----- Dated -- --. Chairman, Temple Trust Shri Naina Devi Ji, District BILASPUR (H.P.) has accepted their tender and awarded the contract for Consultancy Services for Architectural planning, Designing and detailing of drawings vide Letter of Award No----- dated----- Which have been unequivocally accepted by Commissioner, Temple Trust Shri Naina Devi Ji, Distt. BILASPUR (H.P.). Vide their acceptance dated-----.

NOW THEREFORE THIS DEED WITNESSETH AS UNDER:

## ARTICLE 1.0 – AWARD OF CONTRACT

### 1.1 SCOPE OF WORK

Chairman, Temple Trust Shri Naina Devi Ji, District BILASPUR (H.P.) has awarded the contract to-----  
-----for the

work of Architectural planning, Designing and detailing of as per contract document defined in Article 2.0 below. The award has taken effect from 7<sup>th</sup> day of issue of aforesaid Letter of Award (LOA). The terms and expressions used in this agreement shall have the same meanings as are assigned to them in the “Contract Documents” referred to in the succeeding Article.

## ARTICLE 2.0 – CONTRACT DOCUMENTS

2.1 The contract shall be performed strictly as per the terms and conditions stipulated herein and in the following documents attached herewith (hereinafter referred to as “Contract Documents”) Temple Trust’s Notice Inviting Tender vide NIT No.-----Dated ----- comprising tender document (Section---to ).

b) Corrigendum No. ----- & Amendment No.----- Dated-----

c) ----- vide Technical & Financial Bid -----Dated -----

d) Chairman, Temple Trust Shri Naina Devi Ji, District BILASPUR (H.P.) letter No.--  
-----Dated ----- Clarifications vide letter ----- dated-----

2.2 Chairman, Temple Trust Shri Naina Devi Ji, District BILASPUR (H.P.)’s Letter of Award-----dated-----Minutes of the kickoff meeting held on-----

All the aforesaid contract documents referred to in Para 2.1 to 2.3 above shall form an integral part of this Agreement, insofar as the same or any part thereof conform to the tender documents and what has been specifically agreed to by ....., Any matter inconsistent therewith, contrary or repugnant thereto or deviations taken by the Consultant in its “TENDER” but not agreed to specifically by Chairman, Temple Trust Shri Naina Devi Ji, District BILASPUR (H.P.) in its Letter of Award, shall be deemed to have been withdrawn by the Contractor without any cost implication to Chairman, Temple Trust Shri Naina Devi Ji, District BILASPUR (H.P.). For the sake of

brevity, this Agreement along with its aforesaid contract documents and Letter of Award shall be referred to as the “Contract”.

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

The scope of Contract, Consideration, and terms of payments, advance, security deposits, and taxes wherever applicable, insurance, agreed time schedule, compensation for delay and all other terms and conditions contained in aforesaid contract documents. The contract shall be duly performed by the Consultant strictly and faithfully in accordance with the terms of this contract.

The scope of work shall also include all such items which are not specifically mentioned in the Contract Documents but which are reasonably implied for the satisfactory completion of the entire scope of work envisaged under this contract unless otherwise specifically excluded from the scope of work in the contract documents.

Consultant shall adhere to all requirements stipulated in the Contract documents.

Time is the essence of the Contract and it shall be strictly adhered to. The progress of work shall conform to agreed works schedule/contract documents.

This agreement constitutes full and complete understanding between the parties and terms of the presents. It shall supersede all prior correspondence to the extent of inconsistency or repugnancy to the terms and conditions contained in Agreement. Any modification of the Agreement shall be effected only by a written instrument signed by the authorized representative of both the parties.

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

### **ARTICLE 4.0 – NO WAIVER OF RIGHTS**



4.1 Neither the inspection by Chairman, Temple Trust Shri Naina Devi Ji, District BILASPUR (H.P.) or Trust Engineer-in-Charge or any of their officials, employees or agents nor order by Chairman, Temple Trust Shri Naina Devi Ji, District Bilaspur (H.P.) or the Engineer- in-Charge for payment of money or any payment for or acceptance of, the whole or any part of the work by Temple Trust. Neither Temple Trust Engineer-in-Charge nor any extension of time nor any possession taken by (CLIENT DEPARTMENT) Temple Trust Shri Naina Devi Ji, Engineer-in-Charge shall operate as a waiver of any provision of the contract, or of any power herein reserved to (CLIENT DEPARTMENT) Temple Trust Shri Naina Devi Ji, or any right to damage herein provided, nor shall any waiver of any breach in the contract be held to be a waiver or any other or subsequent breach.

#### ARTICLE 5.0 – GOVERNING LAW AND JURISDICTION

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

#### Notice of Default

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

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

For and on behalf of:

For and on behalf of:

WITNESS:

1.

2.

WITNESS:

1.

2.

## **PERFORMANCE BANK GUARANTEE**

To,

\_\_\_\_\_  
\_\_\_\_\_  
(Name of the Authority)  
(Address of the Authority)

WHEREAS ..... (Name and address of Agency) (hereinafter called "The Agency") has undertaken pursuance of Contract ..... dated..... to execute .....  
.....  
..... (Name of Contract and brief description of works)  
(Hereinafter called "the Contract")

AND WHEREAS it has been stipulated by you in the said contract that the Agency shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the obligation in accordance with the Contract.

AND WHEREAS we have agreed to give the Agency such a Bank Guarantee. NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you on behalf of the Agency, up to a total of ..... (Amount of guarantee) ..... (in words) such sum being payable in the types and proportions of currencies in which the Contract Price is payable. And we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of ..... (Amounts of guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Agency before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the works to be performed there under or of any of the contract documents which may be made between you and the Agency shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition of modification.

That guarantee shall be valid until 60days from the date of completion of event.

Signature and seal of the Guarantor Name of  
Bank

Address

Dated

## **PROPOSAL SUBMISSION FORM**

[Location, Date]

From: [Name of the Firm]

To

Chairman,  
Temple Trust Shri Naina Devi Ji,  
District BILASPUR (H.P.).

Subject: Selection of Consultant for Providing Comprehensive Exhibit Design Services at  
Mata Shri Naina Devi Ji Temple Trust, District BILASPUR (H.P.)

Sir/Madam,

We, the undersigned, offer to carry out the subject cited assignment in accordance with your Tender dated ..... We hereby submit our bid, which includes EMD, Technical in separate envelopes.

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

Yours Sincerely,

Signature:

Name & Designation of the authorized Signatory: Name of  
Consultant:

Address:

## **LETTER OF ACCEPTANCE**

..... (Date)

To,

..... (Name and address of the  
Consultant/Consultancy Firm)

.....

Dear Sir,

This is to notify that your bid dated .....for Consultancy Services for Providing Comprehensive Exhibit Design Services for “Comprehensive Architectural planning, designing and DPR for the development/beautification/rejuvenation of Shri Naina Devi Ji Temple Complex, Camp House and Water body in Toba, District BILASPUR Himachal Pradesh at the contract price quoted by you in accordance with the Instructions to Bidders is hereby accepted.

You are hereby requested to furnish performance security, for an amount equivalent to Rs. .... within ..... days of this letter of acceptance valid up to 90 days from the date of completion of Consultancy Services.

Yours Faithfully,

Authorized Signature Name & title of Signatory

## ACCEPTANCE OF TENDER CONDITIONS

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

To

Chairman,

Temple Trust Shri Naina Devi Ji,

District BILASPUR (H.P.).

Sub: Architectural Engineering Planning, Designing and Construction Inspection verification of Topographical survey, soil investigation of site supplied by Chairman, Temple Trust Shri Naina Devi Ji, District BILASPUR (H.P.) from conceptualization to completion.

Sir,

- 1 This has reference to above referred tender. I/We are pleased to submit our tender for the above work and I/We hereby unconditionally accept the tender conditions and tender documents in its entirety for the above work.
- 2 I/we are eligible to submit the bid for the subject tender and I/We are in possession of all the documents required.
- 3 I/We have viewed and read the terms and conditions of the tender document issued by Chairman, Temple Trust Shri Naina Devi Ji, District BILASPUR (H.P.) carefully.  
I/We have downloaded / submitted the following documents forming part of the tender document:

- a) Notice Inviting E-Tender
  - b) Quoting Sheet for Tenderer
  - c) General Conditions of Contract
  - d) Conceptual Drawings As per Requirement /Site Layout/Plan, Drawings received from Chairman, Temple Trust Shri Naina Devi Ji, District BILASPUR (H.P.).
  - e) Corrigendum, if any
- 4 I/we have submitted the mandatory certified documents such as cost of bid document, EMD and other documents as per Notice Inviting Tender

Yours faithfully,

Dated:

(Signature of the tenderer) With rubber stamp

Sd/-  
Assistant Engineer,  
Temple Trust Shri Naina Devi Ji,  
District Bilaspur, HP.

Sd/-  
Assistant Controller (F&A) ,  
DC Office Bilaspur,  
District Bilaspur, HP.

Sd/-  
Assistant Controller(F&A)  
Temple Trust Shri Naina Devi Ji,  
District Bilaspur, HP.

Sd/-  
Superintendent Engineer  
HPPWD Div. No. 2 Bilaspur,  
District Bilaspur, HP

Sd/-  
Superintendent Engineer  
HPSEBL Bilaspur,  
District Bilaspur, HP

Sd/-  
SDM-cum-Joint Commissioner,  
Temple Trust Shri Naina Devi Ji,  
District Bilaspur, HP

Sd/-  
Superintending Engineer,  
JSV Circle Bilaspur,  
District Bilaspur, HP

Sd/-  
Additional Deputy Commissioner-cum-  
Commissioner, Temple Trust Shri Naina Devi Ji,  
District Bilaspur, HP.