



भारतसरकार
GOVERNMENT OF INDIA
केंद्रीय लोक निर्माण विभाग
CENTRAL PUBLIC WORKS DEPARTMENT

Notice Inviting Bids for Appointment of Consultant

NIT No: 03/CE & ED/NDPZ/NIT/2019-20

Name of Work:

Consultancy Services for comprehensive Architectural & Engineering planning for the proposed National War Museum and Underground Connecting Passage between National War Museum and Memorial in New Delhi.

**Office of
The Chief Engineer & Executive Director
New Delhi Project Zone, CPWD,
Vidhyut Bhawan, New Delhi-110011**

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Name of Work: **Consultancy Services for comprehensive Architectural & Engineering planning for the proposed National War Museum and Underground Connecting Passage between National War Museum and Memorial in New Delhi.**

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Certified that this Notice Inviting Bids contains pages 01 to 78.

Executive Engineer & SM(C)-III
New Delhi Project Zone
CPWD, Nirman Bhawan
New Delhi -110011

PRESS NOTICE



**CENTRAL PUBLIC WORKS DEPARTMENT
NOTICE INVITING BIDS FOR APPOINTMENT OF CONSULTANT**

The Executive Engineer & SM(C)-III, New Delhi Project Zone, CPWD, Nirman Bhawan, New Delhi-110011 (Telephone No: 011-23063278, e-mail: deleendpd3@cpwd.gov.in) on behalf of the President of India invites online bids on Lumpsum basis from eligible National/International Consultants in two bid system for the following work:

NIT No. :03/CE & ED/NDPZ/NIT/2019-20

Name of Work: Consultancy Services for comprehensive Architectural & Engineering planning for the proposed National War Museum and Underground Connecting Passage between National War Museum and Memorial in New Delhi.

Earnest Money: Rs. 5 Lakhs

Last date& time of online submission of Bids: 15.00 Hrs on 07/04/2020

Pre-bid Meeting : 11.00 Hrs on 16/03/2020

The bid forms and other details can be obtained from the website www.tenderwizard.com/cpwd or www.eprocure.gov.in

Not to be published below above box

Executive Engineer & SM(C)-III
New Delhi Project Zone
CPWD, Nirman Bhawan
New Delhi -110011

Information & Instructions for Bidders

The Executive Engineer & SM(C)-III, New Delhi Project Zone, CPWD, Nirman Bhawan, New Delhi-110011 (Telephone No: 011-23063278, e- mail: deleendpd3@cpwd.gov.in) on behalf of President of India invites online Lumpsum bids in two bid system from eligible **National/International Consultants for Consultancy Services for comprehensive Architectural & Engineering planning for the proposed National War Museum and Underground Connecting Passage between National War Museum and Memorial in New Delhi.**

NITNo.:03/CE & ED/NDPZ/NIT/2019-20	
Name of Work & Location	Consultancy Services for comprehensive Architectural & Engineering planning for the proposed National War Museum and Underground Connecting Passage between National War Museum and Memorial in New Delhi.
Earnest Money	Rs. 5 Lakhs
Date & Time of Pre-bid meeting	On 16/03/2020 at 11.00 Hrs in the Conference Hall O/o CE & ED, NDPZ, CPWD, Room No. 301, Vidhyut Bhawan, New Delhi.
Last date & time of online submission of initial eligibility bid and financial bid.	07/04/2020 up to 15:00 Hrs
Date & time of opening of eligibility bid	07/04/2020 at 15:30 Hrs onwards
Date of presentation of Technical Bid	Date and time shall be notified separately to successful bidders.
Date of Opening of Financial Bid	Date and time to be notified separately to Bidders qualifying in the Technical Proposal.

1. Consultants who fulfill the following requirements shall be eligible to apply. Joint ventures are not accepted.
 - a) The bidders should have completed following Consultancy works during the last Ten years ending previous day of last date of submission of bid:
 - (i) **Three Consultancy works of similar nature work having Project cost of minimum Rs140 Crores each.**
 - Or**
 - (ii) **Two Consultancy works of similar nature work having Project cost of minimum Rs 210 Crore each.**
 - Or**
 - (iii) **One Consultancy works of similar nature work having Project cost of minimum Rs 280 Crore .**

Similar Comprehensive consultancy work" means a consultancy work involving Comprehensive Architectural work with or without Engineering Planning of Museum/ Art Gallery/Exhibition Hall/Science Centre/Convention Centre.

- b) The Firms / Consultants should have an average annual Financial Turnover of minimum **INR 3 Crore** for consultancy fee during immediate last five consecutive financial years. For this purpose, average of annual financial turnover shall be worked out for all the five years.
- c) Should not have incurred any loss (profit after tax should be positive) in more than two years during available last five consecutive balance sheets ending 31st March 2019 duly certified and audited by the Chartered accountant.
- d) The bidder should have registered office in India and should have in-house architectural / engineering capabilities required for the work. In case of non-availability of in-house capabilities in consultancy for any component of Engineering services, the bidder will submit an affidavit under oath at the time of submission of bid stating intention to engage/associate sub consultant/firms having domain specific specialization having appropriate capacity and experience in executing works which is to be approved by Engineer-in-Charge and submit the MOU/agreement with such specialized firms within 15 Days of award of work. As a part of proposal, bidders are requested to submit draft MOU/Agreement.
- e) 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.
- f) The bidders shall provide project information in the format attached that includes projects details- name, location, scope of services, description, drawings, photographs, cost, implementation period, client certificate, awards etc.
- g) Additional Technical, Non- technical and support staff shall be mobilized as required by the Project Scope and Time frame of implementation and shall deemed to be included in the fees.
- h) The statements and explanations contained in this bid documents are intended to provide a broad understanding to the Bidders about the work involved and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Consultant set forth in the Agreement or Department's rights to amend, alter, change, supplement or clarify the scope of work, to be awarded pursuant to this Bid document or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents are to be noted, interpreted and applied appropriately to give effect to this intent. The Client shall entertain no claims on this account.

- **Documents required in support of Minimum Eligibility Criteria**

The Bidder / Consultant shall fulfill all of the following minimum eligibility criteria:

Sr. No.	Eligibility Criteria	Documents Required
i	The Bidder (National / International) shall be a registered Firm/Company in India	<ul style="list-style-type: none"> • Sole Proprietor or Partnership firm registered under the Partnership Act. OR Certificate of Incorporation/ Registration under Companies Act, 1956. • Memorandum and Articles of Association.
ii	The Bidder shall have registered office in India	<ul style="list-style-type: none"> • Sole Proprietor or Partnership firm registered under the Partnership Act OR Certificate of Incorporation/ Registration under Companies Act, 1956 prior to 2010.
iii	The Bidder shall have an average annual turnover of INR 3 Crore from consultancy services (in India operations only) and a positive net worth in three years out of last Five financial years (Financial years 2014-15, 2015-16, 2016-17, 2017 – 2018, 2018-19).	<ul style="list-style-type: none"> • Audited Financial Statement • Auditor's certificate OR certificate from Company Secretary of the bidder clearly specifying the annual turnover and net worth for the specified years.
iv	The Bidder shall have experience for a single Building Project (as per definition of Similar Project) with or without Comprehensive Detailed Design Services including Architecture, Interiors, MEP, Structure, Infrastructure, Site Development of value not less than INR 280 Crore (Construction Cost) OR Two works of INR 210 Crore each OR Three works of INR 140 Crore each	<ul style="list-style-type: none"> • Work Order/ Client Experience Certificate/ Other Supporting documents to substantiate the experience shall be submitted by the bidder.

Only Bidders fulfilling minimum eligibility criteria shall be considered for further technical evaluation & grading. JV / Consortium / Tie-ups shall not be allowed on account of nature and time-line of project. Specialist sub-consultants (National / International) shall however be allowed.

Notes:

- Projects completed during last 10 years only shall be considered
- Project cost shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum calculated from the date of completion to previous day of last date of submission of tenders.
- Consultant shall provide project information in attached formats ONLY including all Project Details - Name, Location, Scope of services, description, Drawings, Photographs, Cost, Implementation period; Client certificate, Awards etc.

- Additional all Technical, Non-technical and Support staff shall be mobilized as required by Project Scope - Time frame of implementation, shall deemed to be included in the fees.
- 2) Bidders should submit and upload certificates of financial turnover in Form 'A', the details of all Consultancy works of consultancy services of similar nature completed during the last Ten years in Form 'B', the Consultancy works for which consultancy under progress or awarded in Form 'C', list of consultancy works of projects delayed or abandoned during last five years in form 'D', performance report of consultancy services in form 'E', Structure and Organization details in Form 'F', details of technical and administrative personnel in Form 'G' and their Curriculum Vitae in Form 'G-1', form 'H' for EMD receipt as detailed in Bid documents while submitting the bid.
 - 3) Firms/Consultants should have its own office in Delhi/NCR for proper functioning and coordination of work or will have to set up an office in Delhi/NCR during execution of consultancy work. As a part of proposal, bidders are requested to submit an Affidavit that they will have presence in Delhi/NCR.

But the bid can only be submitted after deposition of original EMD either in the office of Executive Engineer inviting bids or division office of any Executive Engineer, CPWD within the period of bid submission and uploading the mandatory scanned documents such as Demand Draft or Pay order or Banker's Cheque or Deposit at call Receipt or Fixed Deposit Receipts and Bank Guarantee of any Scheduled Bank towards EMD in favour of Executive Engineer as mentioned in NIT, receipt for deposition of original EMD to division office of any Executive Engineer, CPWD and other documents as specified.

Interested bidder who wishes to participate in the bid has also to make applicable-bid processing fee to M/s ITI Ltd. through their gateway by credit/debit card, internet banking or RGTS/ NEFT facility.

Details of Beneficiary:
Beneficiary Name: Executive Engineer, NDPD
Name of Bank: State Bank of India, Nirman Bhawan, New Delhi
Beneficiary Account No: 33824459849
IFS Code: SBIN0000583
MICR Code: 110002092
TAN No: DELE07409D

- 4) The intending Bidder must read the terms and conditions of CPWD-6 carefully. He should only submit this bid if he considers himself eligible and he is in possession of all the documents required.
- 5) Information and instructions for bidders posted on website shall form part of bid documents.
- 6) The bid document consisting of scope of work, the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website www.tenderwizard.com/CPWD or www.eprocure.gov.in free of cost.

- 7) The bid can only be submitted after deposition of original EMD either in the office of Executive Engineer inviting bids or Division office of any Executive Engineer, CPWD within the period of bid submission and uploading the copy of receipt of documents such as Demand Draft/or Pay Order or Banker's cheque or Deposit Receipts and Bank Guarantee of any scheduled bank towards EMD in favour of Executive Engineer as mentioned in bid documents (as per proforma "H" on page 66 in bid documents) and other documents as specified.
- 8) Those Bidders not registered on the website mentioned above, are required to get registered beforehand. If needed, they can be imparted training on online bidding process as per details available on the website.
- 9) The intending bidder must have valid class-III digital signature to submit the bid.
- 10) On opening date of Financial Bid, which will be intimated after the screening process of Technical Bids, the Bidder can log in and see the bid opening process. After opening of financial bids, he will receive the competitor's bid sheets.
- 11) Bidder can upload documents in the form of JPG format and PDF format.
- 12) Certificate of Financial Turnover: At the time of submission of bid, bidder may upload affidavit/Certificate from registered CA mentioning Financial Turnover of last 5 years or for the period as specified in the bid document. Further details if required may be asked from the bidder after opening of technical bids. There is no need to upload entire voluminous balance sheet.
- 13) Bidder must ensure to quote rate of each item. The column meant for quoting rate in figures appears in pink colour and the moment rate is entered, it turns sky blue. In addition to this, while selecting any of the cells a warning appears that if any cell is left blank the same shall be treated as "0". Therefore, if any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as "0"(Zero).
- 14) The eligibility (Technical) bid shall be opened first on due date and time as mentioned above. The time and date of opening of financial bid of bidders qualifying the eligibility (Technical) bid shall be communicated to them at a later date.
- 15) Pre-bid conference shall be held with the eligible and intending bidders in the office of **CE & ED, NDPZ, Vidhyut Bhawan, New Delhi** at 11.00 Hrs. on **16/03/2020** to clear the doubts of intending bidders, if any. Bidders should send by email all their queries, before pre-bid conference, latest by 17.00 Hrs **13/03/2020** to the **office of Executive Engineer & SM(C)-III, NDPZ, CPWD (Telephone No.: 011-23063278, email:deleendpd3@cpwd.gov.in)**. Because of pre-bid conference, certain modifications may be issued by the Engineer-in-Charge. If further pre-bid conferences are required for complete and effective interactions, the date and time of the same will be communicated at the end of 1st pre-bid meeting or later. All modifications/ addendums/corrigendum issued regarding this bidding process, shall be uploaded on website only and shall not be published in any Newspaper.
- 16) The Department reserves the right to reject any prospective application without assigning any reason and to restrict the list of qualified contractors to any number deemed suitable by it, if too many bids are received satisfying the laid down criterion.
- 17) After submission of the bid the agency can re-submit revised bid any number of times but before last date and time of submission of bid as notified
- 18) While submitting the revised bid, agency can revise the rate of one or more item(s) any number of times (he need not re-enter rate of all the items) but before last date and time of submission of bid as notified.

- 19) The bid submitted shall become invalid and e-bidding processing fee shall not be refunded if:
- a. The bidder is found ineligible.
 - b. The bidder does not deposit EMD with division office of any Executive Engineer, CPWD or Executive Engineer inviting bids.
 - c. The bidder does not upload all the documents (including GST registration/ or Proof of having applied for GST, PAN card etc.) as stipulated in the bid document.
 - d. If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically by the bidder in the office of bid opening authority.

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

- **Treasury Challan/ Demand Draft / Pay order or Banker`s Cheque/Deposit at Call Receipt of any Scheduled Bank against EMD.**
- **Letter of transmittal, initial Eligibility criteria documents and Forms A,B, C, D, E, F, G, G-I, H and any other documents as per requirement of this bid document.**
- **Certificate of financial turnover from CA.**
- **Affidavit as per provision of Clause 7 of CPWD-6.**
- **Certificate of Registration for GST or proof of having applied for the same.**
- **Affidavit to engage associate sub-consultants having domain specialization as per 1(d) above.**
- **Scanned copy of PAN card issued by Income Tax Department.**
- **Copy of receipt for deposition of original EMD issued from Division office of any Executive Engineer, CPWD .**

Bidders will submit hard copies of all the uploaded documents in the O/o Executive Engineer & SM(C)-III, New Delhi Project Zone, Room No.13, E-Wing CPWD, Nirman Bhawan, New Delhi-110011 before 5.00 PM on 13/04/2020.

Executive Engineer & SM(C)-III,
NDPZ, CPWD

CPWD-6

CPWD-6 FOR e-TENDERING

The Executive Engineer & SM(C)-III, NDPZ,, CPWD, Nirman Bhawan, New Delhi – 110011 (Telephone No: 011-23063278, , e-mail: deleendpd3@cpwd.gov.in), on behalf of the President of India, invites online Lumpsum bids in two bid system from eligible National/International Consultants for Consultancy Services for comprehensive Architectural & Engineering planning for the proposed National War Museum and Underground Connecting Passage between National War Museum and Memorial in New Delhi.

1. Project Background:

India has a rich military heritage. The gallantry of Indian soldiers is recognized world over. Since Independence, the Indian Armed Forces have fought four major wars to defend national borders and uphold our national interests. The Armed Forces have also won laurels and glory while operating in UN mandated peace missions, combating terror and insurgency and during conduct of Humanitarian Assistance and Disaster Relief Operations.

A National War Museum has been planned in New Delhi as tribute to Indian soldiers and to showcase the nation's military culture, customs, traditions and history. The Museum is envisaged to be world class, state of the art building which will be a 'must visit' landmark for those visiting New Delhi.

2. Objectives of Bid documents

The objective of this bid documents is to engage a Consultant to plan the National War Museum at Princes' Park with parking facility in the basement and **Underground passage connecting with National War Memorial**. The National War Museum Complex is to be connected with National War Memorial through a pedestrian **Underground passage**. The land area allotted for development of National War Museum Complex is around 10.71 Acre. The Plan shall entail concept, plan, detailed design and strategies, development works, demolition of existing buildings as well as related infrastructure and site development works. These new iconic structures shall be a legacy for 150 to 200 years at the very least.

3. Scope of Consultancy work:

The Firms/Consultants shall provide comprehensive consultancy services in Project Conceptualization covering Topographical and Contour Survey by using Total Stations, prepare survey site plan showing existing structures, trees, electric poles etc. with geo-coordinates, Geotechnical Investigations along with reports, survey space utilization, functional relations, preparation of master plan including obtaining its statutory and local bodies approval, preliminary project report, preliminary estimate, detailed architectural drawings, structural design and detailing including designing and detailing of all services, their drawings & approval, external development works, landscaping, detailed project report and preparation of all Bid/ Tender documents etc. Consultant should adhere to the Central Vista Committee Guidelines and Lutyens Bungalow Zone Guidelines while carrying out the consultancy work. Consultant shall vet all the drawings including service details prepared by the EPC Contractor and will certify that they are in accordance of proposal conceived/prepared by him. The Consultant shall be associated till completion of the project and assist in obtaining completion certificate from the concerned local body.

4. The required internal and external services shall have to be planned with optimum cost, minimum maintenance and lowest consumption of energy and water.
5. Intending bidder is eligible to submit the bid provided he has definite proof from the appropriate authority, which shall be to the satisfaction of the competent authority of employer, of having satisfactorily completed similar Consultancy works of magnitude specified in this document. In case of Consultancy works of private nature other than Central/State Government/Central Autonomous Body/Central Public-Sector undertaking/City Development Authority/Municipal Corporation of city, they shall be required to submit T.D.S. certificates for Consultancy works issued by respective clients.
6. **A scanned copy of the Affidavit reading “I/We undertake and confirm that eligible similar Consultancy works (s) has/have not been got executed through another Bidder on back to back basis. Further that, if such a violation comes to the notice of Department, then I/we shall be debarred for bidding in CPWD in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee” is to be uploaded at the time of submission.**
7. Earnest Money of Rs. 5 Lakh only, in form of Treasury Challan or Demand Draft or Pay Order or Banker’s Cheque or Deposit at Call receipt or Fixed Deposit receipt of scheduled bank drawn in favour of **Executive Engineer, NDPD, CPWD, New Delhi**. Receipt of the EMD shall be scanned and uploaded to the e-tendering website within the period of bid submission.
8. The consultant can deposit original EMD either in the office of Executive Engineer inviting bids or division office of any Executive Engineer, CPWD within the period of bid submission. The consultant shall obtain the receipt of **EMD from the office of Executive Engineer &SM (C)-III, NDPZ, CPWD, Nirman Bhawan, New Delhi or any Executive Engineer of CPWD** in the prescribed format uploaded with NIT. The Bid Document as uploaded can be viewed and downloaded free of Cost by anyone including intending bidder. But the bid can only be submitted after uploading the mandatory scanned documents such as **Demand Draft/Pay order or Banker’s Cheque of any Scheduled Bank towards (valid for minimum 180 days from the last date of submission of bid)** EMD in favour of respective Executive Engineer, copy of receipt of original EMD and other documents specified in the press notice
9. A combined Quality and Cost Bases selection (QCBS) process shall be adopted for the selection of Consultant. The first stage in the selection process shall be evaluation of the Technical Proposal 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 top three Bidders qualifying in the Technical Proposal shall be opened.
10. The final selection of the firm/consultancy will be on the basis of the Final Composite Score (FCS) derived by combining the Technical Score (TS) and the Financial Score (FS) with 80% and 20% ratio respectively. However, the Department reserves the right to reject any proposal, irrespective of its Final Composite Score. The Department’s decision in this regard shall be considered final and binding to all.
11. Agreement shall be drawn with the successful Bidder on proforma given in this bid document. Bidders shall quote his rates as per various terms and conditions of this document.
12. At any time before the submission of bids, the Department may, for any reason, whether at its own initiative or in response to a clarification requested by an intending bidding firm, modify the Documents by suitable amendment(s). The Department may at its discretion extend the

deadline for the submission of bids. Such amendments shall form part of the agreement and the applicants shall sign each page of such amendments and submit to the Employer along with their bids for the work on the due date and time of submission of bids.

13. The time schedule for carrying out the work will be as per clause 7.10 on page No.35-37.
14. After submission of the bid the Bidder can re-submit revised bid any number of times but before and up to the specified last date and time for submission of bid.
15. Online bid documents submitted by intending bidders shall be opened only of those bidders, whose bids are valid as per uploaded documents.
16. The bid submitted shall become invalid and e-bid processing fees shall not be refunded if:
 - The bidder is found ineligible.
 - The bidder does not upload all the documents (including GST registration or proof of having applied for the same) as stipulated in the bid document.
17. **The eligibility bid submitted shall be opened at 15.30 Hrs. on 07/04/2020**
18. The Bidder whose bid is accepted will be required to furnish Performance Guarantee of 2.5% (Two & Half Percent) of the bid amount within the period specified in Data sheet of this bid document. This guarantee shall be in the form of Deposit at Call receipt of any scheduled bank/ Banker's cheque of any scheduled bank/Demand Draft of any scheduled bank/Payorder of any Scheduled Bank (in case guarantee amount is less than Rs.1,00,000/-)or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form. In case the Bidder fails to deposit the said performance guarantee within the period as indicated in the data sheet including the extended period if any, the Earnest Money deposited by the Bidder shall be forfeited automatically without any notice to the Bidder. The guarantee shall be drawn in favour of **Executive Engineer, NDPD, CPWD, New Delhi** in the standard Proforma given in the bid document. The earnest money deposited along with the bid shall be returned immediately after receiving aforesaid performance guarantee in acceptable form.
19. Intending Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their bids as to the nature of the work involved, ground and sub-soil (so far as is practicable), the form and nature of the site etc. and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence and / or affect their bid. A Bidder shall be deemed to have full knowledge of the site whether he inspects it or not, nature and scope of the work of and no consequent on any misunderstanding or otherwise shall be allowed.
20. Submission of a bid by a Bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and local conditions and other factors having a bearing on the execution of the consultancy work.
21. The competent authority on behalf of the President of India does not bind itself to accept the bid of consultant who has obtained highest marks and reserves to itself the authority to reject any or all the bids received without the assignment of any reason thereof. All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the Bidder, shall be summarily rejected.
22. Canvassing, whether directly or indirectly, in connection with bid is strictly prohibited and the bids submitted by the Bidders who resort to canvassing will liable to be rejected.

23. The competent authority on behalf of President of India reserves the right of accepting the whole or any part of the bid and the Bidder shall be bound to perform the same at the accepted rate.
24. The Bidder shall not be permitted to Bid for Consultancy works in the CPWD office responsible for award and execution of contracts, in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer and Junior Engineer, Senior Architect to Architect (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any Gazetted Officer in the Central Public Works Department or in the Ministry of Urban Development. Any breach of this condition by the Bidder would render his bid for summary rejection.
25. No Architect/ Engineer of Gazetted rank or other Gazetted Officer employed in Engineering/Architecture or Administrative duties in an Engineering Department other Government of India is allowed to work as a Bidder for a period of one year after his retirement from Government service, without the previous permission of the Government of India in writing. This contract is liable to be cancelled if either the Bidder or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the Bid or engagement in the Bidder's service.
26. The Bids (Technical as well as Financial Bid) for the Consultancy works shall remain open for acceptance for a period of 120 days from the date of opening of Technical Bids. If any Bidder withdraws his Bid before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the Bid which are not acceptable to the department, then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the Bidder shall not be allowed to participate in the re bidding process of this work.
27. This Bid document shall form a part of the contract document. The successful Bidder, on acceptance of his Bid by the Accepting Authority of the Employer shall sign the contract within 15 days from the stipulated date of start of the work.
28. If any information furnished by the applicant is found incorrect/ false at any time, his bid is liable to be rejected and also, he shall be liable to be debarred from the Bidding/taking up consultancy works in CPWD in future.
29. The particulars of the work given in the bid document are provisional. They are liable to be changed and must be considered only as information.

INTEGRITY PACT

To,

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.....

Subject: Consultancy Services for comprehensive Architectural & Engineering planning for the proposed National War Museum and Underground Connecting Passage between National War Museum and Memorial in New Delhi

NIT No. 03/CE & ED/NDPZ/NIT/2019-20

Dear Sir(s),

It is hereby declared that CPWD is committed to follow the principle of transparency, equity and competitiveness in public procurement. The subject Bid document is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of bid documents, failing which the bidder will stand disqualified from the bidding process and the bid of the bidder would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the CPWD.

Yours faithfully

Executive Engineer & SM(C)-III
NDPZ, CPWD, New Delhi

INTEGRITY PACT

To,

Executive Engineer & SM(C)-III
NDPZ, CPWD, New Delhi-11

Subject: Consultancy Services for comprehensive Architectural & Engineering planning for the proposed National War Museum and Underground Connecting Passage between National War Museum and Memorial in New Delhi.

Dear Sir,

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

I/We agree that the Notice Inviting Bids is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of bid documents, failing which I/We will stand disqualified from the bidding process. I/We acknowledge that **THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE** of this condition of the Notice Inviting Bids.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when bids finally accepted by CPWD. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article-1 of the enclosed Integrity Agreement.

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

Yours faithfully

(Duly authorized signatory of the Bidder)

(To be signed by the bidder and same signatory competent / authorized to sign the relevant contract on behalf of CPWD).

INTEGRITY AGREEMENT

This Integrity Agreement is made at on this.....day of..... 2020.

BETWEEN

President of India represented through Executive Engineer & SM(C)-III,NDPZ, CPWD, New Delhi-11 here in after referred as the Principal/Owner’, which expression shall unless repugnant to the meaning or context thereof include its successors and permitted assigns)

AND

.....
(Name and Address of the Individual / firm/ Company)
through..... (Herein after referred to as
the (Details of duly authorized signatory)

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

Preamble:

WHEREAS the Principal/ Owner has floated the Bid (03/CE & ED/NDPZ/NIT/2019-20) (hereinafter referred to as “Bid”) and intends to award, under laid down organizational procedure, contract for **Consultancy Services for comprehensive Architectural & Engineering planning for the proposed National War Museum and Underground Connecting Passage between National War Museum and Memorial in New Delhi.**

AND WHEREAS the Principal/ Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relation with its Bidder(s) and Consultant(s). AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (herein after referred to as “Integrity Pact” or “Pact”), the terms and conditions of which shall also be read as integral part and parcel of the Bid / Bid documents and Contract between the parties.

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

Article 1: Commitment of the Principal / Owner

- 1) The Principal / Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Bid, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The Principal / Owner will, during the Bid process, treat all Bidder(s) with equity and reason. The Principal / Owner will, in particular, before and during the Bid process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an

advantage in relation to the Bid processor the Contract execution.

- (c) The Principal / Owner shall Endeavour to exclude from the Bid process any person, whose conduct in the past has been of biased nature.
- 2) If the Principal/ Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC) / Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if, there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

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

- 1) It is required that each Bidder / Consultant (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the bidding process and throughout the negotiation or award of contract.
- 2) The Bidder(s)/ Consultant(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Bid process and during the Contract execution:
- (a) The Bidder(s) / Consultant(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal / Owner's employees involved in the Bid process or execution of the Contractor to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Bid process or during the execution of the Contract.
- (b) The Bidder(s)/ Consultant(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non- submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
- (c) The Bidder(s)/ Consultant(s) will not commit any offence under the relevant IPC/ PC Act. Further the Bidder(s) / Contract(s) will not use improperly, (for the purpose of bidding or personal gain), or pass on to others, any information or document provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted Electronically.
- (d) The Bidder(s) / Consultant(s) of foreign origin shall disclose the names and addresses of agents / representatives in India, if any. Similarly, Bidder(s) / Consultant(s) of Indian Nationality shall disclose names and addresses of foreign agents / representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a bid but not both. Further, in cases where an agent participates in a bid on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent / parallel bid for the same item.
- (e) The Bidder(s) / Consultant(s) will, when present in his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

- 3) The Bidder(s)/ Consultant(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 4) The Bidder(s) / Consultant(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/ forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
- 5) The Bidder(s) / Consultant(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may fall upon a person, his /her reputation or property to influence their participation in the bidding process).

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Principal / Owner, under law or the Contract

- 1) If the Bidder(s) / Consultant(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/ Owner after giving 14 days' notice to the Consultants shall have powers to disqualify the Bidder(s)/Consultant(s) from the Bid process or terminate / determine the Contract, if already executed or exclude the Bidder / Consultant from future contract award processes.

The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.

- 2) Forfeiture of EMD/ Performance Guarantee/ Security Deposit: If the Principal/ Owner has disqualified the Bidder(s) from the Bid process prior to the award of the Contract or terminated/determined the Contractor has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Consultant.
- 3) Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a Bidder or Consultant, or of an employee or a representative or an associate of a Bidder or Consultant which constitutes corruption within the meaning of IPC Act, or if the Principal/ Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

- 1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central / State Public Sector Enterprises in India that could justify his exclusion from the Bid process.
- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Bid process or action can be taken for banning of business dealings / holiday listing of the

Bidder/Consultant as deemed fit by the Principal /Owner.

- 3) If the Bidder/Consultant can prove that he has resorted/ recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/Consultants/Sub Consultants

- 1) The Bidder(s)/Consultant(s) undertake(s) to demand from all sub Consultants a commitment in conformity with this Integrity Pact. The Bidder/Consultant shall be responsible for any violation(s) of the principles laid down in this agreement / Pact by any of its Sub Consultants/sub-vendors.
- 2) The Principal/ Owner will enter into Pacts on identical terms as this one with all Bidders and Consultants.
- 3) The Principal / Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the bid or violate its provisions at any stage of the bid process.

Article 6: Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Consultant/ Vendor - --- months after the completion of work under the contractor till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded. If any claim is made /lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged/ determined by the Competent Authority, CPWD.

Article 7: Other Provisions

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Division of the Principal/ Owner, who has floated the Bid.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.
- 3) If the Consultant is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- 4) Should one or several provisions of this Pact turnout to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement/ Pact, any action taken by the Owner/ Principal in accordance with this Integrity Agreement / Pact or interpretation there of shall not be subject to arbitration.

Article 8: Legal and Prior Rights

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

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

.....
(For and on behalf of Principal/Owner)

.....
(For and on behalf of

Bidder/Consultant)

WITNESSES:

1.....
(signature, name and address)

2.....
(signature, name and address)

Place:

Dated:

DATA SHEET

S No.	Description	Detail
1	Name of work:	Consultancy Services for comprehensive Architectural & Engineering planning for the proposed National War Museum and Underground Connecting Passage between National War Museum and Memorial in New Delhi.
2	Name and address of the Client Department	Ministry of Defence, Govt. of India
3	Engineer-in-Charge	Executive Engineer & SM(C)-III,NDPZ, CPWD, New Delhi-110011 (Telephone No:011-23063278,
4	Employer / Department	Central Public Works Department, Government of India, unless otherwise specifically mentioned
5	Earnest money	Rs.5 Lakh which shall be refunded after submission of 'Performance Guarantee' by the bidder whose bid is finally accepted. In respect of the other bidders, it shall be refunded immediately after their disqualification at appropriate stages.
6	Performance Guarantee	(Two and half percent) 2.5% of Bid Value
7	Security Deposit	2.5% of Bid Value
8	Schedule of fee payment	Page 35-37
9	Time Allowed	As per Clause 7.10 Page 35-37
10	Clauses of Contract	Page No 67
11	Accepting Authority	CE & ED, New Delhi Project Zone, CPWD, New Delhi
12	Performance Guarantee i) Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance ii) Maximum allowable extension beyond the period provided in above	10days 7 days with late fees @ 0.1% per day of PG amount.

13	Authority for fixing Compensation for delay	CE & ED, New Delhi Project Zone, CPWD, New Delhi or his successor as decided by CPWD
14	Number of days from the date of issue of letter of acceptance for reckoning date of start.	10 days
15	Authority to give Extension of time for completion of work	CE & ED, New Delhi Project Zone, CPWD, New Delhi or his successor as decided by CPWD
16	GST liability	The rates quoted by the bidder shall be inclusive of GST applicable.
17	Bid Validity period	120 days from the date of opening of Technical Bid.

FORM OF AGREEMENT

The agreement made on this..... day of month..... year Two Thousand Twenty between the President of India, on the one hand herein after known as the President, which shall include his duly authorized representatives and officers of the Central Public works Department, Government of India and (name of consultant/firms) on the other hand, herein after known as the Consultant, affirm carrying the business of rendering consultancy services from the premises located (Address of consultant/ firms), which includes its authorized representatives, and legal heirs each of which will be finally and severally liable to the President for all the obligations under this agreement.

- In consideration of the payment to be made by the department to the consultant, the consultant hereby agrees with the Engineer-in-charge to perform the service in the best professional manner and in conformity with the terms and conditions of this agreement.
- The following documents shall be part of this agreement
 - (a).....
 - (b).....
 - (c).....

For the work **Consultancy Services for comprehensive Architectural & Engineering planning for the proposed National War Museum and Underground Connecting Passage between National War Museum and Memorial in New Delhi**

Authorized signatory of Consultancy firm

Executive Engineer

(For and on behalf of President of India)

1. Witness:

2. Witness:

SECTION- I

BRIEF PARTICULARS OF THE PROJECT,
and
BROAD SCOPE OF CONSULTANCY JOB

1. Area of Work

The National War Museum is proposed to be constructed in Princes' Park area (10.71 acres) in Central Delhi near India Gate (Lutyens Zone) in harmony with the nearby National War Memorial. Work of National War Memorial was completed in 2019, Survey plan is enclosed as Appendix 'A1' & 'A2'.

New Delhi was conceived by Edwin Lutyens and built in the period 1912 to 1930. Lutyens Zone is centrally located and is part of Zone D of Delhi Master Plan 2021. It has impressive green cover which is a key environmental asset and an essential lung space for the city. The Lutyens Zone was designed on 'Garden City' principles with a magnificent Raj Path aligned centrally and bordered with lush green trees and imposing Government buildings. The entire Raj Path is overlooked by the historical Rashtrapati Bhawan (President House) at one end. The National War Museum and the memorial are planned to be constructed at the other end of the Raj path (Refer site plan showing National War Museum- Appendix 'B').

The existing structures in the demarcated region in the location/ survey plan of the proposed National War Museum need to be demolished. There are some encroachments in the area, which are proposed to be demolished in due course. The proposed museum shall be constructed in encroachment free area of approx. 10.71 acre. There are around 400 Trees at site. Efforts should be made to save as many as Trees as possible & cut least possible trees.

Objectives of the National War Museum

The National War Museum will portray famous battles, eulogise military martyrs, heroes and leaders and chronicle the course of Indian Military history. The institution will collect, interpret, preserve and display military artefacts, and relics of historical value. The components of the Indian Armed Forces and their campaigns, et al will be eternalised for perpetuating the memory of the Services, which will be a source of inspiration for future generations.

The National War Museum will serve following purpose:

- a) Portray military campaigns, heroic deeds and victories through a multi sensory display so as to reinforce citizens faith and pride in the Armed Forces.
- b) Exhibit relics and records of historical significance and military interest, chronicling ascendancy of Armed Forces from ancient times.
- c) Display items of military interest and historical value including development of arms, equipments and their role in the Indian history.
- d) Profile human experience of war and chronicle military events which shaped development of our country and national character.
- e) Enhance awareness of the glorious military heritage of India to instil and motivate citizens to greater devotion and duty to the country.
- f) Inform about the challenges under which Armed Forces operate to enhance comprehension and understanding of the Armed Forces.
- g) Act as Military's premier educational research and archive centre with multimedia libraries, seminal and exhibition facilities.
- h) Establish itself as an outstanding landmark in the National Capital Region for Indian and Foreign visitors.

2. Facilities envisaged in the Museum

The National War Museum building should be an imposing edifice in Princess Park around 'C' Hexagon, matching the grandeur and style of other landmark buildings such as Baroda House, the Hyderabad House etc. It should necessarily serve following purposes:

- a) Lutyens Zone Delhi buildings having traditional exteriors with modern interiors, interlinked and subdivided layouts, seamless integration of display areas, installations, interactive zones, multifunction, libraries, seminar rooms and auditoriums with special effects.
- b) Integrated with National War Memorial.
- c) Green building having minimal carbon footprints with alternate energy sources, zero energy habitability factor and recycling.
- d) Structural Engineering for earthquake resistance, materials engineering for fire and accidents resistance, materials engineering for fire and accidents resistance and New Delhi Municipal Corporation directives compliance.
- e) Integrated with public utilities infrastructure and service providers viz DVB, DJB, NDMC, UTTIPEC, DTC, DMRC with inherent backups.
- f) Progressive design of tertiary facilities in later phase (upon removal of encroachments).
- g) A balance and harmony of urban requirements, aesthetics architectural splendour and grandeur, natural environment considerations should be maintained.
- h) Friendly facilities and unimpaired all round enriching experience for people from all walks of life, including differently abled and blind people, for facilitating individual pursuits and organized studies/ tours.
- i) Failsafe & people friendly biometrics driven sub vault based tiered security facilitating smooth flow of visitors, ease of subpart viewership, entry/ exits, secure evacuation etc. Deterrence against terror strikes, thefts vandalism, stowaways, pests, animals, birds etc.
- j) Restoration/ conservation and archiving workshops, storage vault reserves for artefacts, record keeping, documentation and big data based e-connectivity.
- k) Support staff infrastructure, parking and holding areas.
- l) Eateries, bistros, kiosks and conveniences.
- m) Parking provisions in compliance of applicable Building Byelaws (UBBL) and other statutory provisions are to be met in the proposal along with enhanced parking provisions for catering to large footfall in Museum as well as adjoining National War Memorial.

Consultant shall explore possibilities of Basement parking in view future demands of parking.

3. Artefacts & System for Display

- a) The indoor and outdoor display areas should facilitate depiction of battle scenes, paintings/ photographs, presentation of documents, books, pictures , interactive areas with smart voiceover commentaries etc. These could be in the form of dioramas, terrain walk through, virtual experience, movies, 3D laser shows, war machines/ equipment, mannequins/ models/ sculptures/ statues, uniforms, medals, memorabilia, media coverage. Simulators etc.

4. Outline of Themes

- a) Evolution: Mythical and historical evolution of man's advent on land warfare, pursuits across the water bodies/seas and conceptual forays in the air/space. The exhibits would be arranged in a thematic form employing ancient stone sculptures, equations from ancient documents, maps, drawings, record, archaeological finds of excavation sites such as Lothal, Mohenjodaro (Indus Valley civilization). These could be supplemented by artist's versions of various records, ancient writings and scriptures, flying & missile themes from Indian scriptures and mythology.
- b) Ancient Warfare: Illustrations of 'Military Archaeology' and other aids of ancient warfare i.e ancient India's Dharmayudh and Kutayudh code of war conduct/ art/ weapons of warfare and martial heritage as mentioned in Indian mythology, epics and ancient literature, and archaeological finds relating to the Indus civilization.
- c) Warfare in Early Indian History. Military and maritime exploits of India. Military systems, tactics and war machinery as existed at the time of Alexander's invasion- Kosala Kings, Mauryan & Gupta periods, exploits of Pallavas Narasimhavarman, Chalukyas- Pulakesin, Cholas etc up to the period of Arab/ Mughal incursions.
- d) Decisive Battles & Wars: Researched depictions of battles fought on Indian soil illustrated by means of battle plans, models, documents, sculpture, miniature paintings etc to highlight evolution of medieval warfare tactics i.e. employment of elephant/camel/horse cavalry, evolution of forts & fortifications Coastline of India before arrival of foreigners, after gaining of their foothold, sea skirmishes, boats & weapons used.
- e) Pre British Era: The Deccan armies & navies, the Rajputs, Mughals, Marathas and Sikhs.
- f) Evolution of Indian Military: To illustrate the pattern of military as existed prior to the coming of Europeans, the recruitment and training of Indians in the East India Company Military, the growth of the British Indian Army/ Navy/ Air Force, Indianisation of Indian Armed Force, their growth and modernization Indian naval forces up to 1st World War, activities of Indian war vessels and auxiliaries in the World Wars, specific operations e.g. action by HMIS BENGAL Indian Navies metamorphosis 1947 onwards into two dimensional and later as a three dimensional force. Indian manned aviation units exploits in the World War arenas/ subcontinent and coming into being of the Indian Air Force into a modern air power.
- g) Evolution of Armament & Equipment: A historical and technical display to show the changes over the centuries and their impact on tactics in the battle field.
- h) World War 1 & II: Role of Indian Armed Forces in the World Wars 1 & II. It would include the historical background, tactical and technical aspects deeds of Indian Regiments/units/squadrons/ships, relics and records.
- i) Post Independence Period: Covers the period 1947 to date with special emphasis on operations.

- j) Personallia Gallery: Gallery portraying distinguished military leaders and soldiers, Hall of Honour and Memorial Hall. Use would be made of relics, souvenirs, documents, photographs, personal and official records, citations, uniforms, medals and other information.
- k) Defence Preparedness & Peace Time Activities: Display of modern indigenous and other equipment to portray self reliance in defence matters, ability to meet aggression, aid civilian population at the times of natural calamities and concept of nation's participation in modern war.
- l) Specific Aspects: Displays to illustrate service specific aspects either as a special theme or integrated into the other themes.
- m) Foreign Section: Aim of this section would be to project the development of warfare in other parts of the world to enable the visitors to gain an overall correct perspective of modern developments in the international scene.
- n) Miscellaneous: Important aspects reflecting on credo, ethos, spirit de corps and elan could be suitable displayed or incorporated in the overall exhibition plan e.g. Regimental colours/ crests, evolution/ changes in dress, musical instruments of Regimental bands, war poster/ hoardings. Captured flags/ equipment, outdated formation signs, histories, press cuttings etc. The note worth contributions to sports, arts & sciences, books & journalism etc could also be covered.
- o) Temporary Exhibitions: Temporary exhibitions to highlight special interactive activities or commemorations would be organized such as academic collaborations, centenaries/ jubilee days, administration, recruitment & training discipline/ punishment & rewards, etc.

5. Broad Requirements of the National War Museum (for reference)

1. Entrance Hall
2. Exhibition for Army, Navy, Airforce
3. Audio Visual Rooms
4. Restoration Labs
5. Auditorium (100 persons)
6. Ticketing Counters
7. Outdoor Displays
8. Display in the underground passage connecting National War Museum and War Memorial
9. Open Air Theatre
10. Guard Rooms
11. Administrative Offices
12. Public Utilities
13. Cafeteria, Kitchen etc.
14. Shop for Mementos
15. Central A/C plant including pump house
16. Parking's
17. Interactive Audio Visual Arcades
18. History Section (Repository)
19. Library
20. Conference Rooms
21. Ancient Warfare: Illustrations of 'Military Archaeology' and other aids of ancient warfare.
22. Warfare in Early Indian History: Military and maritime exploits of India.

23. Decisive Battles & Wars: Researched depictions of battles fought on Indian soil illustrated by means of battle plans, models, documents, sculpture, miniature paintings etc to highlight evolution of medieval warfare tactics i.e employment of elephant/ came/ horse cavalry, evolution of forts & fortifications. Coastline of India before arrival of foreigners, after gaining of their foothold, sea skirmishes, boats& weapons used.
24. Medieval Period: Chronicle the military events preceding the British era.
25. Evolution of Indian Military: To illustrate the pattern of military as existed prior to the coming of Europeans, the recruitment and training of Indians in the East India Company Military, the growth of the British Indian Army/ Navy/ Air Force, Indenisation of Indian Armed Forces, their growth and modernization. Indian Naval Forces up to 1st World War, activities of Indian war vessels and auxiliaries in the World Wars. Indian Navies metamorphosis 1947 onwards into two dimensional and later as a three dimensional force, India manned aviation units exploits in the World War arenas/ subcontinent and coming into being of the Indian Air Force into a modern air power.
26. Evolution of Armament & Equipment: A historical and technical display to show the changes over the centuries and their impact on tactics in the battle field. Provision for display of large full scale real Military Equipments like Air Crafts, Tanks etc. in open or closed spaces need to be made as per the requirement
27. World War I & II: Role of the Indian Armed Forces in the World Wars I & II. It would include the historical background, tactical and technical aspects, deeds of Indian Regiments/ units/ squadrons/ ships, relics & records.
28. Recent/ Contemporary Wars and Conflicts'
 - a) Indo Pak Wars, 1947-48 and Indo China War, 1962, Wars in 1965, 1971, Kargil Conflicts 1999, Low Intensity Conflicts, Counter Insurgency and Counter Terrorist Operations, UN Missions and out of Area operations.
 - b) Service specific galleries of Indian Army, Indian Navy and Indian Air Force including Hall of Honour and Memorial Hall
 - c) Other requirements alluded to in the Dossier.

6. Design Philosophy:

Should cover at least the followings:

- To cater for different functional requirements of user with creative indoor spaces, surroundings, better circulation and flexibility in space planning.
- Integrated designs of electrical, mechanical and other services with structural system and construction methodology with low maintenance.
- Climate responsive Architecture with integration of daylight and electric light, thermal comfort, compliance to ECBC, ventilation and highest performance standards for work space efficiency.
- Use of low embodied energy materials and local/reused materials and consideration of green building principles.
- Water and solid waste management with waste water recycling, water conservation and rain

water harvesting.

- Development of surroundings with site terrain consideration, traffic circulation, indigenous vegetation and plantation.
- Guidelines of make in India policy of Govt. of India to be adhered.

Civil Work:

Building work with boundary wall, Gates, underground parking, underground water tanks, rainwater harvesting, internal and external plumbing, hot water, storm water drains, roads, horticulture, paths, disabled friendly corridors, signages, Landscape as per green area norms, Interior and any other items & services as per project requirement. All works to be carried out in compliance to the ECBC Norms and Green Building Norms.

Electrical Work:

Internal Electrification, Central Air Conditioning, Automatic Fire fighting and fire alarm Systems, Sprinklers, BMS, Charging stations for Electric Vehicles in the parking area , Solar Water Heating, CCTV, EPABX, Data Networking, UPS, STP, Lifts, External Lighting, DG Sets, Electric Sub Station, Solar Power Generation, storage and distribution system and other items & services as per project requirement.

7. Scope of consultancy work:

Architectural Planning and design:

Interact with client and assess the exact requirement of client for preparation of concept and comprehensive Scheme/Master Plan for the entire project area. A detailed document for the concept planning for preparation of Scheme/Master Plan shall be prepared by the Consultant with best practices available in the global market confirming to local building bye laws and latest National Building code guidelines and provisions for Central Vista Committee in Master Plan of Delhi so as to ensure compliance of Central Vista Committee and Lutyens Bungalow Zone approvals. The scope of work includes to carry out total station survey of the entire project area, geotechnical investigation, site and infrastructure development, preparation of demolition plan with method of demolition, preparation of conceptual master plan which includes circulation diagram, land use, proposed building blocks, type of works, phasing etc., preparation of final master plan based on final topographical and contour survey and feedback received from client. The plot allotted for construction of National War Museum is in two parts having different land uses. Consultant will help the Department in getting the land use changed of one of the plot, if required, and after that amalgamation of both the Plots from competent authority. Thereafter, existing road between both the Plots will also be shifted along the periphery of combined Plot. Final proposal for implementation shall be prepared by the consultant in close co-ordination with the Employer, Client or any other agency engaged by them such as United Services Institute, New Delhi, School of Planning and Architecture, New Delhi etc. The scope of work also includes-

- Acoustic Studies and Design including auditoriums and interior spaces, exhibition galleries

- Coordination with Exhibition scope of work for seamless integration.
- Coordination with Exhibition fabricator appointed by Client.
- Integrating Site and Building Security requirements into design

The Consultant shall prepare the drawings as per the local Bye Laws. The architectural design shall be carried out in terms of specifications of latest editions of Bureau of Indian Standards (BIS) Codes, National Building Code, and The Rights of Persons with Disabilities Act 2016 and any other guidelines of Ministry of Social Justice for Persons with Disabilities and in compliance to various other approvals/guidelines in India and applicable to this work.

Consultant shall assist the EPC Contractor in obtaining Completion Certificate.

Consultant shall vet all the drawings including service details prepared by the EPC Contractor and will certify that they are in conformity with the Project design conceived by the Consultant.

7.1 Structural planning and design:

Framing and preparation of structural system. Building/structure wise structural analysis and design using latest software to the extent required by local body for approval. Detailed structural designing and drawings shall be done by respective contractors as the work is to be got executed on EPC mode.

Any other designing and detailing required for comprehensive planning and designing of the proposed Museum and connecting Tunnel including “shifting plan” of existing services, etc. for smooth transition and least inconvenience to the neighborhood and service providers etc

Services and Miscellaneous Consultancy works

External Bulk services with schematic planning and design like water supply, sewerage system, storm water drains, Boundary wall, Gates, underground parking, underground water tanks, rainwater harvesting, STP, roads, paths, horticulture, street furniture, paths, differently able person friendly corridors, Signages, Landscape as per green area norms.

Maintenance Plan for two years of the assets created.

Checking of proposals of EPC-contractor of Schematic planning and designing of Internal Electrification, Automatic Fire Alarm System, wet risers, firefighting system, Sprinklers, Fire sensing Fire egress pathways, Solar Water Heating, CCTV, TV-Point wiring from Dish antenna, Lifts, Electric Sub Station and DG Sets and load factor / DG Set specifications, external lighting, car parking, solar power generation and distribution system including coordination of various services for clash free layout.

The required internal and external services are to be planned /checked with respect to economical cost, minimum maintenance and lowest consumption of energy, water & electricity.

One combined integrated drawing of all services will be prepared (For internal & external services separately). For services being laid in false ceiling, an integrated plan of all services will also be checked (which shall be submitted by EPC-contractor) to avoid interference from each other.

7.2 3D BIM model for entire building complex shall be developed from advanced detailed drawings and Co-ordinated drawings shall be issued from 3D BIM model for all the internal

and external services in the building on completion of construction drawing for commencement of work.

7.3 Presentations and Models:

- 7.3.1 Preparation of Physical Model of project area (scale 1:250 or as appropriate) based on approved final master plan. The model shall be prepared using approved material e.g. wood, acrylic, PVC. The materials scale and other related aspects for the model shall have to be approved by Client prior to the preparation of the model.
- 7.3.2 Preparation of 3D views and blow ups of typical and critical areas and walkthrough.

Approval from Local Authorities:

The consultant shall take all necessary statutory approval from all local authorities including DUAC, CPWD/MCD/NDMC/DDA, CFO, DJB, DGCA, Pollution Control Board, Environmental, AAI, DMRC clearances etc. Preparation of all submission drawings (any numbers) / materials and models as per the required size/scale as required by local bodies.

The consultant shall assist the Department/EPC Contractor in obtaining post construction statutory approvals from all local authorities including DUAC/CPWD/MCD/NDMC/DDA, CFO, DJB, DGCA, Pollution Control Board, Environmental Clearances etc. for occupation of the buildings

All statutory payments required for these approvals from local authorities shall be made by the Engineer-in-charge.

Specifications:

Preparation of Data sheet showing Room wise and Building wise finishing, flooring and Door windows as per Client requirement.

7.4 Estimate and Costing:

- 7.4.1 Preparation of floor wise area statement, Preliminary Project estimate(s) for the entire scope of the project involved based on applicable Plinth Area Rates and Market rates as per the prescribed format of CPWD.
- 7.4.2 Preparation of cost estimate(s) of the entire scope of the project by considering individual/group of buildings/structures, Civil Services/Electrical Services/Services/Furniture/Landscaping etc., based on CPWD PAR/Prevailing Market Rates on the prescribed format. The draft bid documents for each phase on EPC Mode along with market rate quotations, at-least three makes of product, specifications etc. shall have to be prepared and submitted by the consultant to the Engineer-in-Charge for formal approval. Six copies of approved bid documents shall be submitted along with softcopies.

7.5 Soil Investigation:

- 7.5.1 Only tentative survey plan will be made available to the consultant. Consultant shall carry out detailed topographic survey and required Soil investigation as per relevant IS Code and expected type of foundation before submitting the drawings for approval by the Department for preparation of Tender document for construction work. Nothing extra shall be payable on this account.

7.6 Bidding / Justification:

- 7.6.1 The consultant shall prepare the bid documents based on EPC mode along with schedule of quantities, specifications, and special conditions etc. for call of bids for execution of work in suitable packages to be decided in consultation with the Department. The document shall be prepared by consultant to the satisfaction of the Department to ensure transparent and competitive bidding as per latest CPWD and CVC guidelines.

The consultant will prepare justification including supplying of reasonable prevailing market rates, quotations and analysis of rates of items as and when required.

7.7 General:

- 7.7.1 The Consultant should preferably interact closely with reputed Institutes with view to take relevant inputs from them for Architectural and Engineering designs.
- 7.7.2 Minimum Eight sets of all finally approved drawings and two sets of soft copies of the same will be furnished by the Consultant free of cost. However, in case additional sets of drawings in hard copy are essentially required by the Employer/Client, the same shall also be provided free of cost and nothing extra shall be payable on this account.
- 7.7.3 The details of the scope of the work involved mentioned in this Bid Document are broad and suggestive. Notwithstanding the details of scope of work and role of consultant mentioned elsewhere in this Bid Document, the consultant is required to provide Consultancy Services for Comprehensive Architectural & Engineering Planning and Designing for National War Museum and the connecting Tunnel.
- 7.7.4 However, the employer reserves the right to exclude any of the above services from the scope of the consultant's work. In case of withdrawal of any services from the scope of consultant's work at later stage, the consultant shall be paid for the work done by him up to the date of withdrawal of such item/ item of work and services. Here, decision of Engineer-in-charge as to the extent of work completed and accepted shall be final and binding on the consultant.
- 7.7.5 The consultant shall maintain constant, regular and proactive interaction with the department, and structural / services proof consultants for formulating the design philosophy and parameters, preparation of preliminary designs/working drawings/ specifications etc.
- 7.7.6 The services of the consultant shall be available during execution phase also. All necessary modification/corrections shall have to be carried out by the consultant as and when the need arise.
- 7.7.7 The Consultant and the Sub-Consultants may also be required to visit the ongoing Consultancy works during execution stage along with the field staff and may advise Engineer-in-Charge to ensure that the Consultancy works are being executed as per approved architectural scheme provided by the Consultants. Rendering advice during this

phase also shall be responsibility of the Consultant.

- 7.7.8 The Consultant shall assist the department regarding the sequence and methodology of construction.
- 7.7.9 The Consultant shall co-ordinate with the department and attend meetings with the department/client as and when required including meeting with the client and bidders for construction work.
- 7.7.10 The consultant shall also assist the department in making presentation of the project in comprehensive manner or in parts as decided by the Department and necessary presentation materials shall be provided by the consultant without any extra cost.

7.8 Obligations and Undertakings

7.8.1 General Obligations of the Consultant

The Consultant shall:

- i) Provide to the Department, all deliverables as per timeline stated in the bid document and mutually agreed upon as per stages of the work and as requested by Department.
- ii) Conduct meeting every Two weeks with the Department at New Delhi to report the progress on the assignment. The Consultant shall also submit a fortnightly / monthly progress report of the progress of design stages.
- iii) The Consultant shall conduct themselves professionally and ethically. They shall maintain harmony and good relations among the personnel employed by Client and their representatives in connection with the performance of the Consultant's obligations under this Notice Inviting Bids.
- iv) Have requisite organizational set-up and designate suitably qualified personnel as deemed appropriate to supervise the execution of its obligation under this Notice Inviting Bids and deal with the Client or its representative and to be responsible for all necessary exchange of information required pursuant to this Notice Inviting Bids.
- v) 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 Notice Inviting Bids.
- vi) Allow and entitle the Engineer-in-Charge or a nominee of the Engineer-in-Charge to step into this contract at Engineer-in-Charge's discretion, in place and substitution of the Consultant in the event of Termination pursuant to the provisions of this Notice Inviting Bids.

7.9 PAYMENT OF REMUNERATION:

The Employer shall pay to the consultant a Lump Sum Amount as remuneration for the services to be rendered by the Consultant in relation to said work. The fees shall be inclusive of all taxes. The consultant shall be paid fees referred in above, in the manner laid down in payment schedule. The fees shall be adjusted subsequently to ensure that the total fees payable to the consultant does not exceed even after readjusting the same sub-head wise. The employer shall, however, have the liberty to omit, postpone or not to execute any work but the consultant shall not be at liberty to omit, postpone or not execute any work. The consultant shall not be entitled to any compensation or damages for such omission, postponement or non-execution of the work, except the fees which have become payable to them for the service actually rendered by them and same accepted by Department.

The consultation fees as per the schedule of fees are inclusive of fees payable by the Consultant to any other sub-consultant including green building consultant and Associates if engaged by him and nothing extra shall be payable by the employer on this account.

The fees payable to the consultant shall be in full discharge of functions to be performed by the consultant and no claim whatsoever against the employer in respect of any proprietary right or copy right by the consultant or any other party will be entertained. The consultant shall indemnify and keep indemnified the employer against any such claims and against all cost and expenses paid by the employer in defending against such claims.

If the consultant fails to execute any sub-component within specified time/extended time (as approved by Engineer-in-Charge) or the same is not to the satisfaction of Engineer-in-Charge then the Engineer-in-Charge may get the same component executed at the risk & cost of consultant. The whole expenditure thus incurred for satisfactory execution of sub-component shall be deducted from the amount due to consultant. The decision of Engineer-in-Charge will be final & binding.

7.10 Payment & Time Schedule:

S. No.	Activities	Fee Schedule		Time Schedule	
		Fee payable (in % of lump sum quoted amount)	Cumulative Fee payable (in % of lump sum quoted amount)	Period (Weeks)	Progressive period from commencement of consultancy services (Weeks)
1	(i)Preparation and approval of layout Plan from CPWD/MoD of the entire complex showing the proposed buildings, roads landscape plan, preparation of models, walk through etc. (ii)Approval of preliminary /concept drawings for the	5%	5%	(i)4 weeks from date of commencement of consultancy services + (ii)2 weeks from date of approval from CPWD (from SI. No 1(i))	6 weeks

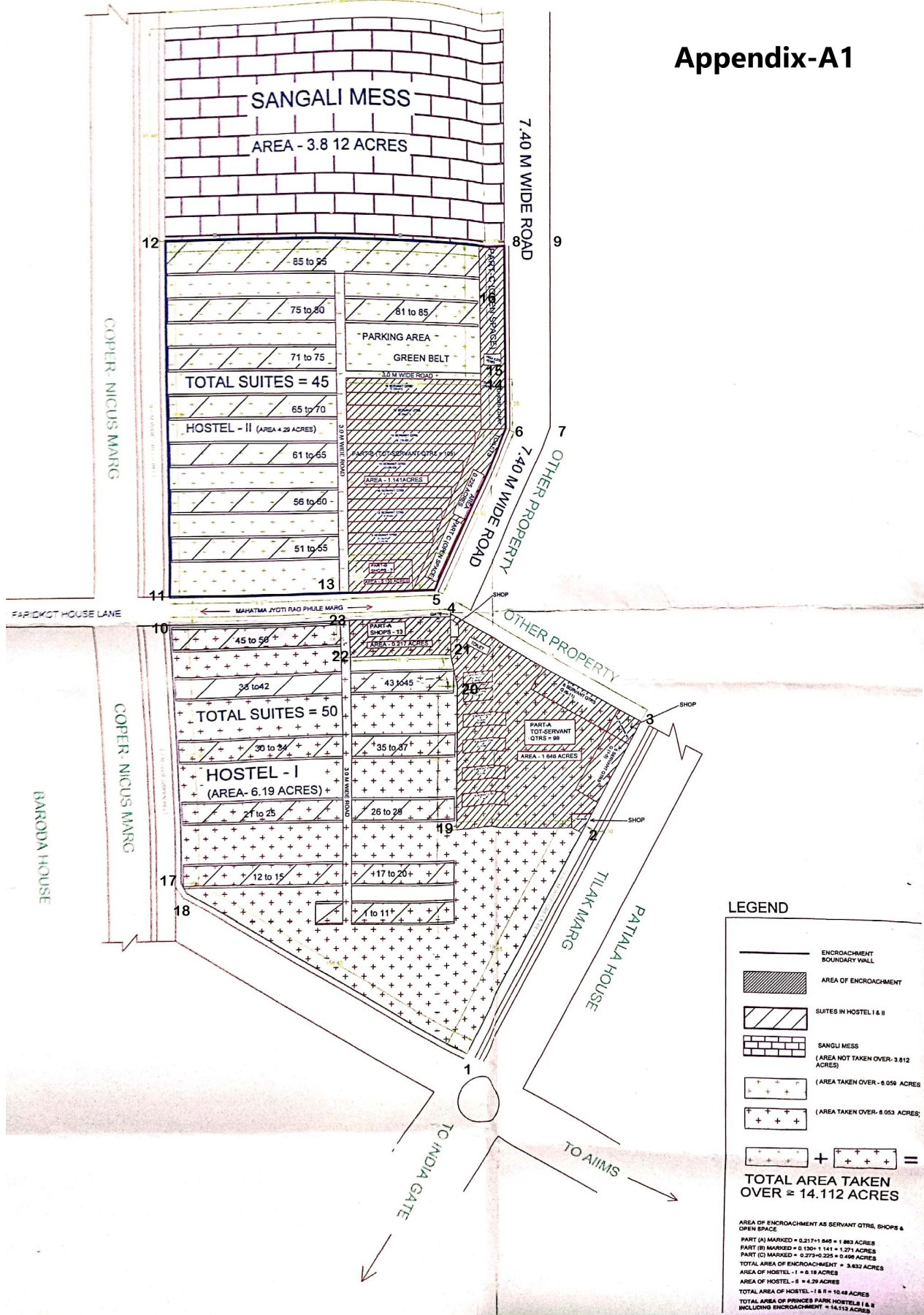
	proposed building/structure by CPWD/ MoD.				
2	Approval of layout plan from local bodies.	10%	15%	4 weeks from date of approval of CPWD (from Sl. No 1(ii))	10 weeks
3	(a) Approval from all local bodies of proposed building/ structure including all statutory clearances including preparation and submission of concept structural design and services with 3D BIM	15%	30%	4 weeks from date of approval from client (from Sl. No 2	14 weeks
	(b) Services planning and design, basic structural design, preparation of drawings, finalization of specifications for approval of CPWD / MoD as per scope of work.	15%	45%		
4	Preparation of cost estimate, bid documents based on EFC Mode including preparation of drawings for bid documents.	10%	55%	4 weeks from date of approval in 2 above	14 weeks
5	On completion of the project work at the following stages:			As per construction period	
	(a) On 25% completion of project (cost wise)	7.5%	62.5%		
	(b) On 50% completion of project (cost wise)	7.5%	70%		
	(c) On 75% completion of project (cost wise)	7.5%	77.5%		
	(d) On 100% completion of project (cost wise)	7.5%	85%		
6	a) On completion of entire construction & Consultancy works and receipt of No Objection Certificates from statutory local bodies	7.5%	92.5%	4 weeks (From date of physical completion of the project as	

	before occupation of the buildings and preparation of all As Built Service Drawings. b) Issue of 'Completion certificate' from the local bodies.	7.5%	100%	recorded by the department) 4 weeks from 6(a) above	
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Notes:

1. Amount@ 1% of final bid amount per month will be withheld from the bills for the delay in activities from Sl. No 1 to 4 and serial no 6 mentioned in time schedule for activities above after lapse of prescribed time subject to maximum 5% of final Bid value. This amount will be released/adjusted after sanction of EOT by competent authority under clause 4 of Clauses of Contract.
2. Payment of fee as per the various stages of the above Payment Schedule shall be considered as due only when the entire work up to that stage is completed in all respects for all the buildings, structures, landscaping, and external development, and service connections etc. as applicable for that stage of the work. Intermediate payment on pro-rata basis shall be admissible for release to the consultant as per phasing of the project.
3. For running payments, the consultants shall submit necessary bill in duplicate. The payment due to the consultant will be made as soon as possible after checking the same with respect to the corresponding stages & satisfactory performance.

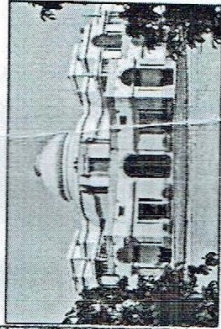
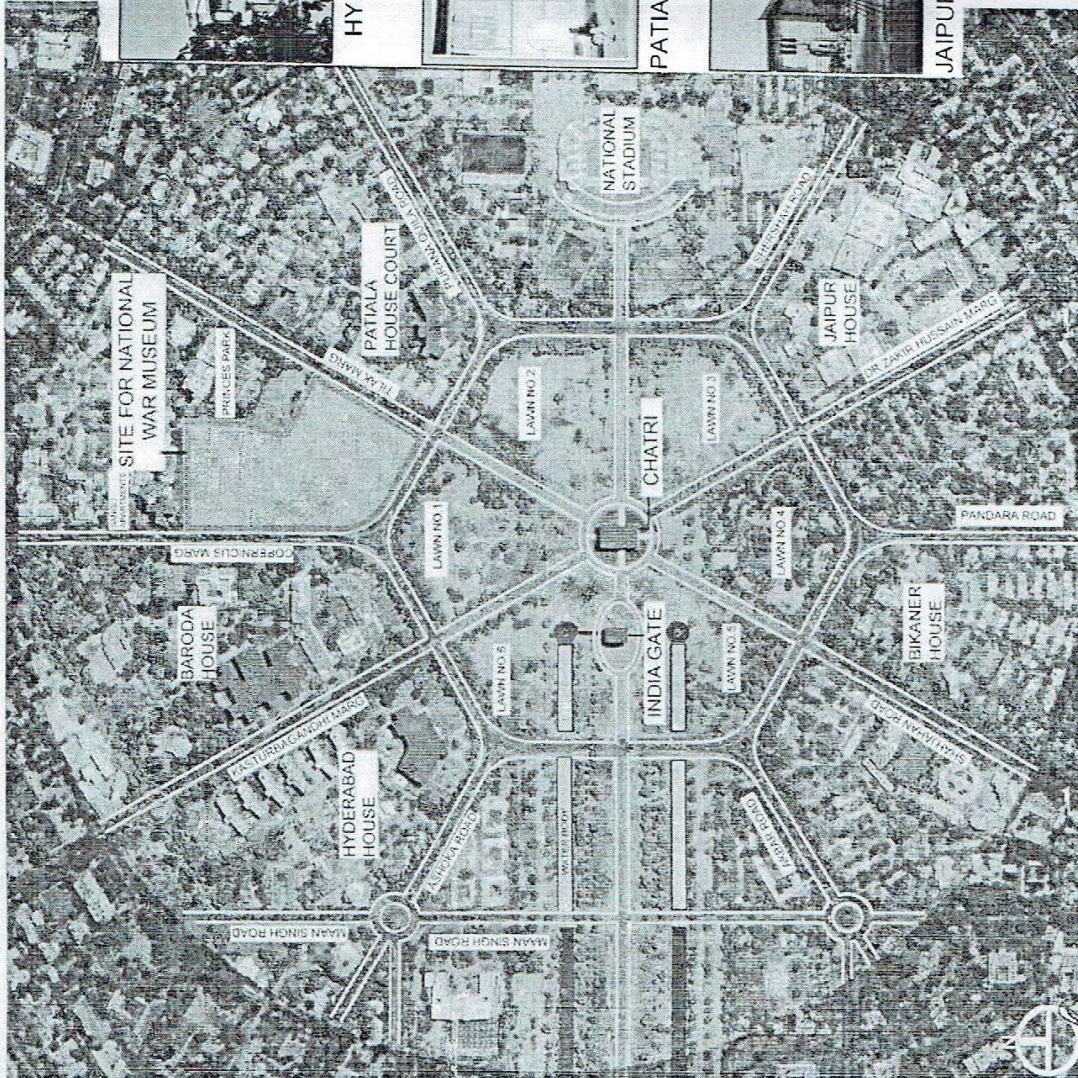
Appendix-A1



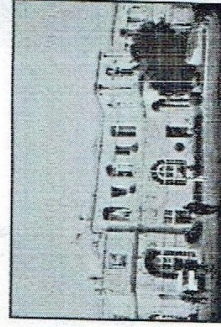
Appendix-A2**Details of Coordinates shown in survey plan are as below:**

Sl.No.	Latitude	Longitude	Elevation (msl)	Remarks
1	28.6156	77.2329	151.522	Road
2	28.61651	77.23358	159.928	Encroachment
3	28.61698	77.2339	161.642	Encroachment
4	28.61757	77.2329	156.857	Encroachment and Road
5	28.61762	77.2328	153.66	Encroachment and Road
6	28.61831	77.23333	157.199	Encroachment and Road
7	28.61829	77.23342	155.833	Encroachment and Road
8	28.61908	77.23337	155.457	Encroachment and Road
9	28.61907	77.23342	153.437	Encroachment and Road
10	28.61762	77.23165	162.821	Encroachment and Road
11	28.61771	77.23166	166.771	Encroachment and Road
12	28.61916	77.23172	162.181	Boundary
13	28.61765	77.23246	160.526	Encroachment / Wall
14	28.61855	77.23316	162.577	Encroachment / Wall
15	28.61861	77.23317	157.419	Encroachment / Wall
16	28.61889	77.23322	161.984	Encroachment / Wall
17	28.61647	77.23156	161.885	Encroachment / Wall
18	28.61642	77.23157	161.319	Encroachment / Wall
19	28.6166	77.23293	159.545	Encroachment / Wall
20	28.61721	77.23299	161.456	Encroachment / Wall
21	28.61734	77.23297	159.392	Encroachment / Wall
22	28.6174	77.23247	162.148	Encroachment / Wall
23	28.61757	77.23245	158.345	Encroachment / Wall

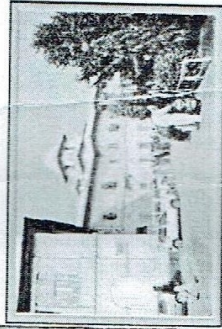
Appendix-B



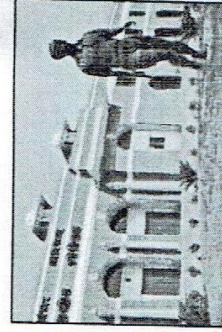
HYDERABAD HOUSE



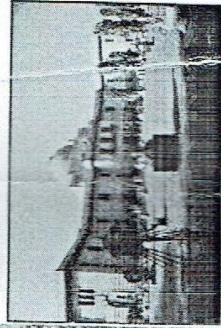
BARODA HOUSE



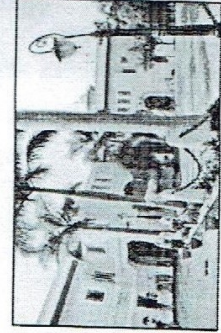
PATIALA HOUSE COURT



NATIONAL STADIUM



JAIPUR HOUSE



BIKANER HOUSE

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SECTION-II

DEFINITIONS AND EVALUATION CRITERION

1.0 General:

- 1.1 Letter of transmittal and forms for deciding eligibility are given in the Section-III.
- 1.2 All information called for in the enclosed forms should be furnished against the relevant columns in the forms. If for any reason information is furnished on a separate sheet, this fact should be mentioned against the relevant column. Even if no information is to be provided in a column, a “nil” or “no such case” entry should be made in that column. If any particulars/query is not applicable in case of the Bidder, it should be stated as “not applicable”. The Bidders are cautioned that not giving complete information called for in the application forms or not giving it in clear terms or making any change in the prescribed forms or deliberately suppressing the information may result in the Bid being summarily disqualified. Bids made by telegram or telex and those received late will not be entertained.
- 1.3 The Bidder should sign each page of the application.
- 1.4 Overwriting should be avoided. Correction, if any, should be made by neatly crossing out, initialing, dating and rewriting. Pages of the eligibility criteria document are numbered. Additional sheets, if any added by the consultant, should also be numbered by him. They should be submitted as a package with signed letter of transmittal.
- 1.5 References, information and certificates from the respective clients certifying suitability, technical knowledge or capability of the Bidder should be signed by an officer not below the rank of Executive Engineer or Director of Firm or his authorized signatory.
- 1.6 The Bidder may furnish any additional information which he thinks is necessary to establish his capabilities to successfully complete the envisaged work. He is, however, advised not to furnish superfluous information. No information shall be entertained after submission of eligibility criteria document unless it is called for by the Employer.
- 1.7 The department reserves the right to verify the credential submitted in respect of initial eligibility criteria before opening of Technical Bid.
- 1.8 Any information furnished by the Bidder found to be incorrect either immediately or at later date, then the present bids would be cancelled & amount due to bidder /PG/SD shall be forfeited & this false information would render him liable to be debarred from Bidding/taking up of work in CPWD.

2.0 Definitions:

In this document, the following words and expressions have the meaning hereby assigned to them.

- 2.1 The “**Contract**” means the documents forming the Bid and acceptance thereof and the formal agreement executed between the competent authority on behalf of The President of India and the Consultant, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer-in- Charge and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
- 2.2 “**Employer**” means the President of India, acting through the Executive Engineer CPWD.
- 2.3 “**Bidder/consultant**” means the individual, proprietary firm, firm in partnership, limited company private or public or corporation undertaking the Consultancy works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.

- 2.4 “**Year**” means “Financial Year” unless stated otherwise.
- 2.5 The expression **Consultancy works** or **work** means comprehensive Consultancy works.
- 2.6 “**Site**” shall mean the land/or other places on, into or through which work is to be executed under the contractor any adjacent land, path or street through which the work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.
- 2.7 The **President** means the President of India and his successors.
- 2.8 “**Engineer-in-charge**” means the Engineer Officer who shall supervise and be in- charge of the work and who shall sign the contract on behalf of the President of India.
- 2.9 “**Government or Government of India**” shall mean the President of India.
- 2.10 The terms “**Director General**” includes Special/Additional Director General and Chief Project Manager /Chief Engineer of the Zone.
- 2.11 “**Department**” means CPWD.
- 2.12 “**Client**” means MoD

3.0 Method of application:

- 3.1 If the Bidder is an individual, the application shall be signed by him above his full type written name and current address.
- 3.2 If the Bidder is a proprietary firm, the application shall be signed by the proprietor above his full type written name and the full name of his firm with its current address.
- 3.3 If the Bidder is a firm in partnership, the application shall be signed by all the partners of the firm above their full typewritten names and current addresses, or, alternatively, by a partner holding power of attorney for the firm. In the later case a certified copy of the power of attorney should accompany the application. In both cases a certified copy of the partnership deed and current address of all the partners of the firm should accompany the application.
- 3.4 If the Bidder is a limited company or a corporation, the application shall be signed by a duly authorized person holding power of attorney for signing the application accompanied by a copy of the power of attorney. The Bidder should also furnish a copy of the Memorandum of Articles of Association duly attested by a Public Notary.

4.0 Final decision making authority:

- 4.1 The employer reserves the right to accept or reject any Bid and to annul the process and reject all Bids at any time, without assigning any reason or incurring any liability to the Bidder.

5.0 Particulars provisional:

- 5.1 The particulars of the work given in Section-I are provisional. They are liable to change and must be considered only as advance information to assist the Bidder/Consultant.

6.0 Site visit:

- 6.1 Bidders are encouraged 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.

7.0 Financial Information:

Bidder should furnish annual financial statement for the last Five consecutive years ending on **31.03.2019** in Form “A”

8.0 Experience in Consultancy works highlighting experience in similar Consultancy works:

8.1 Bidder should furnish the following:

- List of all Consultancy works of similar nature successfully completed during the last seven years in Form “B”.
- List of the projects under execution or awarded in Form “C”. Information in Form “C” should be complete and no work should be left out.
- List of abandoned/delayed during last five years Consultancy works in Form “D”.

8.2 Particulars of completed Consultancy works and performance of the Bidder duly authenticated/ certified by an officer not below the rank of Executive Engineer/Project Manager/Project-In charge/Director or equivalent of the clients should be furnished separately for each work completed or in progress in Form “E” clearly indicating the details of consultancy fee, total built up area etc. For Authenticity of certificate in Form "E" issued by the private owners, TDS certificate must be submitted. In case of verification of are as issued by private owners, plan approved by local bodies may be submitted. The department reserves the right to inspect & verify the details.

9.0 Organization information:

Bidder is required to submit the information in respect of his organization in Forms “F”, “G” & “G1”.

10.0 Letter of transmittal:

The Bidder should submit the letter of transmittal attached with the document.

11.0 Evaluation:

11A. Evaluation criteria for first stage evaluation:

11A.1 The bidder qualifying the initial criteria as set out in this document will be evaluated for **first stage pre-qualification** by following criteria by scoring method on the basis of details furnished by them

S.No.	Attributes	Maximum Marks
1	Financial strength: a. average gross annual financial turn over during immediate last 3 years ending 31.03.2019. Turnover (in lakh) Marks • 300 15 • 600 or more 25 In between on pro rata basis.	25

2	<p>Experience in eligible similar class of Consultancy works</p> <ul style="list-style-type: none"> • 60% marks for minimum initial eligibility criteria. • 100% marks for twice the minimum initial eligibility criteria or more <p style="text-align: center;">In between (i) & (ii) on pro rata basis.</p>	25
3	<p>a) Performance of Consultancy works (Quality)</p> <ul style="list-style-type: none"> • Very good and above :15 • Good/ satisfactory :10 • Fair :7.5 • Poor :0 	15
4	<p>Experience in planning/designing of :</p> <p>Any Museum Building in India or any part of the World-</p> <ul style="list-style-type: none"> • Having cost of the Project < Rs.1000 Lakh- 10 • Having cost of the Project \geq Rs. 1000 Lakh < Rs.5000 Lakh- 20 • Having cost of the Project \geq Rs. 5000 Lakh < Rs.15000 Lakh- 25 • Having cost of the Project \geq Rs. 15000 Lakh - 30 <p>(Marks shall be given on pro rata basis)</p>	35
Total:		100

11A.2 Evaluation criteria and minimum number of key personnel of the firm proposed to be deployed for this project:

Sl. No.	Field of Specialization	Minimum Qualification	Marks for Each		Max Marks
			Experience more than 15 years	Experience more than 10 years	
1	Architects with experience in Office/institutional /Commercial Complex design	Graduate in same field	10	5	10
2	Museum curator/Researcher	Master's in museum studies, history or equivalent. Curated or undertaken research & analysis of at least 1 museum collection of archaeological nature	5	2	5
3	Museum Planner	Masters in museum studies, history, or equivalent. Must have undertaken at least 1 museum project in India from concept to opening stage of not less than 5000 sq.m	5	3	5

4	Conservation architect	Masters in heritage conservation or equivalent . Should have undertaken at least 1 heritage conservation project (for institutional projects) in India.	5	3	5
5	Architect/Engineer accredited with GRIHA	-do-	2	1	2
6	Structural Engineers	Post Graduate in same field	2	1	2
7	Civil utilities Engineers	Graduate in same field	2	1	2
8	Façade Lighting and Museum interior lighting	Graduate in Electrical Engineering	2	1	2
9	Electrical works, Solar System, CCTV, Access Control, Security System & BMS System	Graduate in electrical/ electronic and Communication Engg.	3	2	3
10	Fire Fighting System Experts	Graduate in Mechanical/Electrical Engineering	1	1	1
11	Land Scene Architect	Masters in Land Scaping	2	1	2
12	External Development/ landscape experts.	Graduate in Horticulture/Landscaping	1	1	1
		Total:			40

11A.3 **To pre-qualify, the applicant must secure at least Fifty percent marks (50%) in each of the above criteria mentioned under para 12A.1& 12.A.2 and 60% marks in aggregate.** The department however reserves the right to restrict the list of such qualified firms to any number deemed suitable by it.

11A.4 Even though any Bidder may satisfy the above requirements, he would be liable to disqualification if he has:

- (a) Made misleading or false representation or deliberately suppressed the information in the forms, statements and enclosures required in the eligibility criteria document.
- (b) Record of poor performance such as abandoning work, not properly completing the contract, or financial failures / weaknesses etc.

11B. Evaluation of Technical Bids:

Only those bidders who are first stage pre-qualified after evaluation of documents /details submitted by them as above **will be asked to submit presentation as part of technical bid** at the notified date, time and place before the evaluation committee. In the next stage, presentation of the bidders shall be evaluated.

Evaluation of this part of Technical Bids shall be carried out by the evaluation committee formed by the competent authority of the Employer/Client/Department.

The Technical Bids shall be evaluated and marks shall be assigned based on marking scheme as per table 12B.1 given below. This evaluation shall be on the basis of concept, detailing, overall master plan, and presentation involving details in 3D walkthrough or any other criteria finalized by the evaluation committee, decision of which shall be final and binding and no claim whatsoever shall be entertained.

The Applicant consultants shall be required to make presentation of their concept with the help of adequate and specific details before the committee of the Employer/Client/Department. For this he will also submit three hard copies of this all presentations (Hard Copy). Applicant consultant is also required to submit a precise brief paper on approach & methodology under following topics-

- Architects understanding of requirements given in the brief
- Composition of the team with emphasis on Team leader and his standing in the field of institutional/Museum complexes design.
- Design Methodology & Approach proposed for performing assignment
- Comments on the total project demonstrating bidders knowledge and understanding of project requirement
- Quality Assurance system for consultancy assignment
- Urban Form (Synchronization with existing) Landscape (Site utilization)
- Energy Efficiency /Green Building concept for Energy efficiency and water efficiency along with simulation to showcase the buildings energy performance
- Traffic/Transportation study.

11B.1 Evaluation sheet by jury members on presentation by bidders:

Total marks: - 300

S. No.	Parameters	Max marks	Marks awarded		
PART-I PRESENTATION OF REPORT (Max. Marks= 250)					
A	Concept Site layout and land utilization, Urban Context, Landscaping & aesthetics and Parking (Max. Marks= 100)				
(i)	Site Layout and land utilization	30			
(ii)	Urban context	20			
(iii)	Landscaping & aesthetics	25			
(iv)	Parking	25			
B	Concept Big Idea (Max. Marks = 100)				

(i)	User friendliness of the design to facilitating administration of the entire Museum complex as well as the visitors to premises	30			
(ii)	Flexibility in design for additions, expansion or alternations for accommodating future needs	10			
(iii)	Sensitivity to the local character of the site and its surroundings with special emphasis on the location of the site in the heritage area of Lutyen zone	20			
(iv)	Light and ventilation	10			
(v)	Eco friendly/ Environment aesthetics	10			
(vi)	Circulation & flow of visitors and staff	20			
C	Green Building, Building efficiency, services in building and FAR utilization etc. (Max Marks= 50)				
	Green Building provisions	15			
(i)	Building efficiency, services in building	15			
(ii)	Use of Solar Power Generation	10			
(ii)	Conservation of water	5			
(iii)	Waste management system	5			
	TOTAL PART- I	250			

Part-II: Approach paper on proposed methodology and work plan in response to the terms of reference (Max. Marks = 50)

(i)	Technical approach, objective formulations functional analysis	10			
(ii)	Special Features	10			
(ii)	Program and phasing for approvals and construction in such a way so that some area for display/presentation can be made available at certain intervals	10			
(iii)	Bidder's knowledge and understanding of project requirement	20			
	Total part-II	50			
	G. total = (part-I) + (part-II)=	300			

For above evaluation, Bidders will have to make presentation through

Panels: 10 Nos A1 size panels (no additional panels shall be accepted)

Presentation: Time frame for presentation shall be appx 30 minutes

Walk-through Movie: up to 3 minutes

11B.2 To qualify at-least 50% marks in each part i.e. PART-I & PART-II & overall 60% marks must be secured by the bidder.

11B.3 Finally Technical bids shall be evaluated as under:

S.NO.	Description	Maximum Marks
A	Applicant's relevant experience, financial strength, Qualification and related experience of key personnel to be employed on the job (@ 25% of Marks obtained in the evaluation as per para 11A.1& 11A.2) (25/140 x Marks obtained as per initial evaluation in table mentioned under para 11A.1& 11 A.2)	25
B	Approach paper on methodology, Concept plan for the proposed building complex, various buildings, parking, connectivity, overall Master Plan for the entire land area of about 10.71 Acre and presentation of the proposed buildings including internal and external finishes, services, etc. with details in 3D, walk through, blow ups etc. Marks awarded by Jury Members as per table 11B.1 (75/300x Marks obtained as per table 11B.1)	75
	Technical Score Total	100

Top three firms securing 60% or more marks in table 11B.3 shall only be considered technically qualified for opening of Financial Bids and evaluation thereafter. The department however reserves the right to restrict the list of such qualified firms to any number deemed suitable by it.

Participation Fee of Rs. 2.50 Lakh will be paid to all the bidders who will secure more than 60% Marks

12.0 Opening of Financial Bid:

After evaluation of Technical bid, a list of short listed agencies will be prepared. Thereafter the financial Bids of only Top three accepted qualified Bidders as per table 12B.3 shall be opened at the notified time, date and place in the presence of the qualified Bidders or their representatives. The Bids shall remain valid for 120 days from the date of opening of Technical Bid.

12A. Evaluation of Financial Bid:

12A.1 The bidders are required to quote fees for consultancy work in prescribed format inclusive of all prevailing taxes and levies excluding the applicable service tax (which shall be reimbursed to the Consultant on actual basis on production of documentary proof of payment of such service tax to the concerned Government Authority/department) in the prescribed format. The price bid will include inter-alia, the fee for all components identified including detailed design, drawings and specifications for all parts covered in the scope of Project including all services & other allied Consultancy works.

12A.2 The lump sum quoted fee shall not be increased due to time and cost overrun. The lump sum fee shall be quoted in Indian Rupees only.

12A.3 Conditional bid shall not be accepted.

12B. Selection of bidder after opening of financial bid:

The bidders may please note that 80% weight-age will be given to the Technical score and 20% weight-age will be given to the financial score of the technically qualified bidders as explained below-

For example Lowest quoted amount is 300, quote of 2nd and third is 350 and 400 respectively, then Bidder's Financial Score (BFS) will be as under

BFS of 1st Lowest bidder will be = $300/300 \times 100 = 100$

BFS of 2nd Lowest bidder will be = $300/350 \times 100 = 85.71$

BFS of 3rd Lowest bidder will be = $300/400 \times 100 = 75$

and if, Technical Scores of above Bidders are 85, 80 and 60 as per 11B.3 above, then Bidder's Technical Score (BTS) will be as under

BTS of 1st Lowest bidder will be = $85/85 \times 100 = 100$

BTS of 2nd Lowest bidder will be = $80/85 \times 100 = 94.11$

BTS of 3rd Lowest bidder will be = $60/85 \times 100 = 70.58$

12C. Final Composite Score

- i) Proposals will be ranked according to their Final Composite Score (FCS) marked out of 100 marks, shall be calculated by assigning a weightage of 0.80 to Bidder's Technical Score (BTS) and a weightage of 0.20 to Bidder's Financial Score (BFS).
- ii) The formula to calculate the Final Composite Score (FCS) is as under-

$$\text{FCS} = (\text{BTS} \times 0.80) + (\text{BFS} \times 0.20)$$

BTS is the total technical Score of the Bidder calculated as above.

BFS is the Financial Score of the Bidder calculated as above

The Bidder who obtains highest Final Composite Score (FCS) shall be considered as H1 and may be considered for award of work.

The bidder should take enough care to submit all the information sought by the employer/department in the desired formats. The bids are liable to be rejected if information is not provided in the desired formats. The Employer/Client/Department has right to accept or reject any or all bids without assigning any reason.

13.0 Award of work:

- 13.1 The work will be awarded to the applicant, scoring highest overall rating as calculated vide Para 13B, amongst the technically qualified bidders. The successful applicant shall be informed by the Engineer-in-Charge through a letter of acceptance of his offer.

- 13.2 The consultant shall Communicate to the Engineer-in- Charge with in a fortnight of award of work, the names of all the sub consultants along with their credentials as per the bid document for the approval of the competent authority.

After the approval of the sub consultant by the Department, the consultant shall Enter into a formal agreement with sub consultants bringing out all the relevant terms of their association vis-à-vis consultant i.e., main architect/consultant.

The consultant shall submit to the Engineer-in-Charge for record, all the formal letters of confirmation from the sub consultants to work with the main architect/consultant. The selected applicant is expected to commence the Assignment within 10 (ten) days of issue of letter of award.

- 13.3 Remuneration received as per this agreement will be subject to tax deductions at source at the rate as applicable at that point of time.
- 13.4 Formal agreement will be drawn by the Executive Engineer & SM (C) -III,NDPZ,CPWD, E-Wing, Nirman Bhawan, New Delhi.

14.0 Release of Performance Guarantee:

The performance guarantee shall be released on successful completion of all the activity as mentioned in this agreement under the “**Payment schedule**”.

15.0 Release of Security Deposit:

The security deposit shall be released after 6 months (Six months) of successful completion of all the activity as mentioned in this agreement under the “**Payment schedule**”.

16.0 Number of documents and copyright

- 16.1 All the documents/drawings, designs, reports and any other details envisaged under this agreement shall be supplied in **eight copies**. All drawings as required for submission to all the local bodies and other authorities shall be submitted as per the requirement of local body. Eight copies of all the final drawings shall be submitted to the Engineer-in-Charge along with a soft copy in CD for reproducing it in A-1 or large size. If there is any revision in any drawing / document for any reason, eight copies of drawing/document shall be re-issued along with softcopy in CD without any extra charges. All these drawings will become the property of the Engineer-in-Charge.

The Engineer-in-Charge may use these drawings in part or full in any other work without any notice to the consultant and without any financial claim of the consultant.

- 16.2 Issue of detailed working drawing / Modifications: - The consultant will match and approve the detailed working drawings (architectural as well as structural drawings) after vetting of structural analysis by I.I.T. or other agency appointed by the Engineer-in-Charge.

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

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

Responsibility of accuracy of project proposal:

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

He shall indemnify the department through a performance guarantee against any action arising out of such inaccuracies in the work, which might surface at any time at a later date of implementation of the project.

The drawings prepared by the Consultant should have proper layer management and should be available to Department in Auto CAD format / soft copy in which the flexibility to make any change exists. These drawings shall be the property of the department.

FORM OF PERFORMANCE SECURITY (GUARANTEE)

BANK GUARANTEE BOND

1. In consideration of the President of India (herein after called "the Government") having offered to accept the terms and conditions of the proposed agreement between

.....and..... (Herein after called "the said bidder(s)") for the work

..... (Herein after called "the said agreement") having agreed, to production of an irrevocable Bank Guarantee of Rs..... (Rupees.....only) as a security/ guarantee from the bidder(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

We (Herein after referred to as "as Bank")

(Indicate the name of Bank)

hereby undertake to pay to the Government an amount not exceeding Rs..... (Rupees.....

....

.....) only on demand by the Government.

2. Wedo hereby (indicate the name of Bank) undertake to pay the amount due and payable under this Guarantee without any demure, merely on a demand from the Government stating that the amount claimed is required to meet the recoveries due or likely to be due from the said bidder (s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rupees.....)Only.

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

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

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

5. We.....(indicate the name of Bank)
further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations here under to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said bidder(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said bidder(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said bidder(s) or for any forbearance, act of omission on the part of the Government or any indulgence by the Government to the said bidder(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the bidder(s).
7. We (Indicate the name of bank)
lastly undertake not to revoke this guarantee except with the previous consent of the Government in writing.
8. This guarantee shall be valid up to.....unless extended on demand by Government. Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs. (Rupees.....) only and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee, all our liabilities under this guarantee, shall stand discharged.
- Dated, the Day of.....For.....

(Indicate the name of the Bank)

SECTION-III

Letter of Transmittal

To,

The Executive Engineer & SM(C)- III,
NDPZ, CPWD,
Nirman Bhawan, New Delhi- 110011

Sub: Notice Inviting Bids from National/International Design & Planning Firms for Consultancy Services for comprehensive Architectural & Engineering planning for the proposed National War Museum and Underground Connecting Passage between National War Museum and Memorial in New Delhi.

Sir,

- 1 I/We have read and examined the complete document including the instruction to Consultants, terms of reference and general conditions of the agreement and services to be provided during pre/ post construction stage for above-mentioned work.
- 2 I/We hereby express our interest and submit my/our bid for 'Initial Eligibility Bid' on prescribed formats for undertaking the work referred to in the aforesaid documents. I/We agree to abide by and fulfill all the terms, conditions and provisions of the aforesaid documents.
- 3 I/We confirm that to the best of my/our knowledge and belief the information contained in the specified formats and all supporting and explanatory information is truthful and exact.
- 4 I/We hereby certify that all the statements made and information supplied in the enclosed forms and accompanying statements are true and correct.
- 5 I/We have furnished all information and details necessary for pre-qualification and have no further pertinent information to supply.
- 6 I/ We understand that 'Technical Bid' is required to be submitted of those bidders only who are 'first Stage Pre-qualified' and we agree to submit the same if first stage pre-qualified.
- 7 I/ We have uploaded my/ our 'Financial Bid' in prescribed format. I/ we understand that financial bid of top three final pre-qualified bidders only be opened.
- 8 I/ We also authorize Executive Engineer, Project Division-III, CPWD, Nirman Bhawan, New Delhi to approach individuals, employers, firms and corporation to verify our credentials, competence and general reputation.

Date:

(Signature of authorized signatory of Consultant)

Address:

(Name and Address of Consultant)

FINANCIAL INFORMATION

I. Financial Analysis – Details to be furnished duly supported by figures in balance sheet/ profit & loss account for the **last five consecutive years ending March 2019** duly certified by the Chartered Accountant, as submitted by the applicant to the Income Tax Department (Copies to be attached).

2014-15	2015-16	2016-17	2017-18	2018-19
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(i) Gross Annual turnover on consultancy works.
(ii) Profit

II. Financial arrangements for carrying out the proposed work.

Signature of Chartered Accountant with Seal

Signature of Bidders

Signature of Chartered Accountant with Seal

Signature of Bidders

FORM "B"										
DETAILS OF ALL CONSULTANCY WORKS OF SIMILAR NATURE COMPLETED DURING THE LAST TEN YEARS ENDING PREVIOUS DAY OF LAST DATE OF SUBMISSION OF BID (As per Eligibility Criteria)										
S.No.	Name of Work/project and location	Owner or sponsoring organization	Cost of consultancy work in Lacs of rupees	Date of commencement as per contract	Details of consultancy services including: Similar Consultancy works. (a) Project description in brief. (b) Location of the project site. (c) Span and arrangement of the structures. (d) Special features if any. (e) Was any unique problem faced? If so please specify in brief including remedial action taken to resolve the problem. Services included in the Project. (f) Total built up plinth area of the Project.	Stipulated date of completion	Actual date of completion	Litigation/ arbitration cases pending/ in progress with details	Name and address / telephone number of office to whom reference may be made for verification.	Remarks
1	2	3	4	5	6	7	8	9	10	11

Signature of Bidders

Indicate gross amount claimed and amount awarded by the Arbitrator.

Certified that the above list of Consultancy works is complete and no work has been left out and that the information given is correct to the best of my knowledge and belief.

Note:

1. Supporting documents like Certificate from Client in support of each of the above projects to be furnished.
2. The photographs and/ or sketches/ drawing etc. Can be closed to supplement any salient features/components.

Signature of Bidder(s)

FORM 'C'**PROJECTS UNDER EXECUTION OR AWARDED**

S. No.	Name of Work /project and location	Owner or sponsoring organization	Cost of consultancy work in Lakh of rupees	Date of commencement as per contract	Stipulated date of completion	Up to date percentage progress of work	Slow progress if any and reason thereof	Name and address / telephone number of office to whom reference may be made	Remarks
1	2	3	4	5	6	7	8	9	10

Signature of Bidder(s)

<u>LIST OF PROJECTS DELAYED OR ABANDONED DURING LAST 5 YEARS</u>							
S. No	Name of Work /project and location	Owner or sponsoring organization	Cost of consultancy work in Lacs of rupees	Date of commencement as per contract	Reasons for delay/abandonment/ Slow progress if any and reason thereof	Name and address / telephone number of office to whom reference may be made	Remarks
1	2	3	4	5	6	7	

Certified that the above list of Consultancy works is complete and that the information given is correct to the best of my knowledge and belief.

****. In case the Bidder fails to report regarding Abandoning of already allotted work, but later on if it comes in the notice of the department regarding abandoning of such work by him , considering it as the concealment of facts and the bid will be liable to be rejected.***

Signature of Bidder(s)

PERFORMANCE REPORT OF WORKS REFERRED TO IN FORMS "B" & "C"

1. Name of work /project & location
2. Type of Work:
3. Agreement No.
4. Estimated Cost
5. Plinth Area (FAR +NON-FAR)
6. Bid Cost
7. Date of start
8. Date of completion
 - (i) Stipulated date of completion
 - (ii) Actual date of completion
9. Amount of compensation levied for delayed completion, if any
10. Amount of reduced rate items, if any
11. Performance report

1	Quality of work	Outstanding/Very Good/Good/Poor
2	Financial soundness	Outstanding/Very Good/Good/Poor
3	Technical Proficiency	Outstanding/Very Good/Good/Poor
4	Resourcefulness	Outstanding/Very Good/Good/Poor
5	General Behavior	Outstanding/Very Good/Good/Poor

Date

Executive Engineer or Equivalent

STRUCTURE & ORGANISATION

1. Name & address of the Bidder
2. Telephone No. /Telex No. /Fax No.
3. Legal status of the Bidder (attach copies of original document defining the legal status)
 - (a) An Individual
 - (b) A proprietary firm
 - (c) A firm in partnership
 - (d) A limited company or Corporation
4. Particulars of registration with various Government Bodies (attach attested photocopy)

Organization/ Place of registration	Registration No.
i.	
ii.	
iii.	
5. Names and titles of Directors & Officers with designation to be concerned with this work.
6. Designation of individuals authorized to act for the organization
7. Was the Bidder ever required to suspend contract for a period of more than six months continuously after he commenced the contract? If so, give the name of the project and reasons of suspension of work.
8. Has the Bidder or any constituent partner in case of partnership firm, ever abandoned the awarded work before its completion? If so, give name of the project and reasons for abandonment.
9. Has the Bidder or any constituent partner in case of partnership firm, ever been debarred/ black listed for Bidding in any organization at any time? If so, give details.
10. Has the Bidder or any constituent partner in case of partnership firm, ever been convicted by the court of law? If so, give details.
11. In which field of Civil Engineering construction/ Architecture the Bidder has specialization and interest?
12. Any other information considered necessary but not included above.

Signature of Bidder(s)

DETAILS OF TECHNICAL & ADMINISTRATIVE PERSONNEL OF THE FIRM TO BE EMPLOYED FOR THIS WORK

Sr. no	Designation	Total Number	Number Available for this work	Name	Qualification	Professional experience and detail of works carried out	How these would be involved in this work	Remarks
1	2	3	4	5	6	7	8	9
1	Architects with experience in Office/institutional/Commercial Complex design							
2	Museum curator/Researcher							
3	Museum Planner							
4	Conservation architect							
5	Architect/Engineer accredited with GRIHA							
6	Structural Engineers							
7	Civil utilities Engineers							
8	Expert Façade Lighting and Museum interior lighting							
9	Electrical works, Solar System, CCTV, Access Control, Security System & BMS System expert							
10	Fire Fighting System Experts							
11	Land Scape Architect							
12	External Development/landscape experts.							

Signature of Bidder(s)

FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY TEAM PERSONAL DATA TO BE GIVEN FOR CONSULTANT’S/SUB CONSULTANT’S FIRM.

(As applicable)

1. Proposed Position: _____

2. Name of _____ the _____ person

3. Date of Birth: _____

4. Nationality: _____

5. Educational Qualifications:

(Summarize college/ university and other specialized education of staff member, giving names of college, dates attended and degrees obtained.) **(Please furnish proof of qualification.)**

6. Membership of Professional Societies: _____

7. Employment Record:

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

8. Permanent Employment with the firm (Yes /No) If yes, how many years :

If no, what is the employment :

Arrangement with the firm? :

9. Details of the current assignment and the time duration for which services are required for the current assignment.

Certification:

1. I am willing to work on the project of National War Museum and I will be available for entire duration of the project assignment.

2. I, the undersigned, certify that to the best of my knowledge and belief, this bio data is correctly described myself my qualifications and my experience

Signature of the Person proposed to be engaged

Place :

Date:

Signature of the Authorized Representative of the firm

EMD RECEIPT FORMAT**Receipt of deposition of original Bank Guarantee as EMD**

Receipt No.....*/...../date.....*.....

Name of Work: Consultancy Services for comprehensive Architectural & Engineering planning for the proposed National War Museum and Underground Connecting Passage between National War Museum and Memorial in New Delhi

1. NIT No:03/CE & ED/NDPZ/NIT/2019-20

2. Estimated Cost: **Not Known**3. Amount of Earnest Money Deposit: **Rs. 5 Lakh**

i) In the form of Treasury Challan or Demand draft or pay order or Banker's cheque or Deposit at call Receipt or

Fixed deposit Receipt Rs..... VideDate.....

Last date of submission of bid: **15:00 Hrs. – 07/04/2020**

1. Name of Bidder:.....#

2. Total EMD Deposited:#

3. Amount of Earnest Money Deposit:#

i) In the form of Treasury Challan or Demand draft or pay order or Banker's cheque or Deposit at call Receipt or Fixed deposit Receipt Rs..... VideDate.....

4. Date of submission of EMD: **upto 15.00 Hrs. 07/04/2020**

Signature, Name and Designation of EMD receiving officer (EE/AE(P)/AE/AAO alongwith
Office stamp.

CLAUSES OF CONTRACT

1. Performance Guarantee:

The Bidder shall submit an irrevocable **Performance Guarantee of 2.5%** (Two and Half percent) of the Bided amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within **10 days** from the date of issue of letter of acceptance. This period can be further extended by the Engineer-in-Charge up to a maximum period of **7 days with late fees as per the Data sheet mentioned above** on written request of the Bidder stating the reason for delays in procuring the Performance Guarantee, to the satisfaction of the Engineer-in-Charge. This guarantee shall be in the form of Deposit at Call receipt of any scheduled bank/Banker's Cheque of any scheduled bank/Demand Draft of any scheduled bank/ Pay Order of any scheduled bank (in case guarantee amount is less than Rs. 1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the form annexed hereto. In case a fixed deposit receipt of any Bank is furnished by the Bidder to the Government as part of the performance guarantee and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the Bidder and the Bidder shall forth with on demand furnish additional security to the Government to make good the deficit.

The Performance Guarantee shall be initially valid for **36 months (i.e. proposed time** of completion of construction work plus one month for preparation of as built drawings plus two months). In case the time for completion of work gets enlarged, the Bidder shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority and issue of completion plans by local bodies, the performance guarantee shall be returned to the Bidder, without any interest.

The Engineer-in-Charge shall not make a claim under the performance guarantee except for amounts to which the President of India is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:

- (a) Failure by the Bidder to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer-in-Charge may claim the full amount of the Performance Guarantee.
- (b) Failure by the Bidder to pay President of India any amount due, either as agreed by the Bidder or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by Engineer-in- Charge.
- (c) Failure to execute any subcomponent for which action to get it done at "Risk and cost of the bidder is taken as per the relevant clause of this agreement.

In the event of the contract being determined or rescinded under provision of any of the Clause/Condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the President of India.

1A. Recovery of Security Deposit:

The person/persons whose bid(s) may be accepted (herein after called the Bidder) shall permit Government at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 2.5% of the gross amount of each running and final bill till the sum deducted, will amount to security deposit of 2.5% of the bided value of the work. Such deductions will be made and held by Government by way of Security Deposit unless he/they has/have deposited the amount of Security at the rate mentioned above in cash

or in the form of Government Securities or fixed deposit receipts. In case a fixed deposit receipt of any Bank is furnished by the Bidder to the Government as part of the security deposit and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the Bidder and the Bidder shall forthwith on demand furnish additional security to the Government to make good the deficit.

All compensations or the other sums of money payable by the Bidder under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising there from, or from any sums which may be due to or may be come due to the Bidder by Government on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions or sale as aforesaid, the Bidder shall within 10 days make good in cash or fixed deposit receipt bided by the State Bank of India or by Scheduled Banks or Government Securities (if deposited for more than 12 months) endorsed in favour of the Engineer-in-Charge, any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit shall be collected from the running bills of the Bidder at the rates mentioned above. Earnest money deposited at the time of bids will be refunded after receipt of Performance Guarantee.

The security deposit as deducted above can be released against bank guarantee issued by a scheduled bank, on its accumulations to a minimum of Rs. 5 lakh subject to the condition that amount of such bank guarantee, except last one, shall not be less than Rs. 5 Lakh. Provided further that the validity of bank guarantee including the one given against the earnest money shall be in conformity with provisions contained in various clauses and which shall be extended from time to time depending upon extension of contract granted under provisions of clause 2 and clause 5.

- Note-1: Government papers bided as security will be taken at 5% (five per cent) below its market price or at its face value, whichever is less. The market price of Government paper would be ascertained by the Divisional Officer at the time of collection of interest and the amount of interest to the extent of deficiency in value of the Government paper will be withheld if necessary.
- Note-2: Government Securities will include all forms of Securities mentioned in Rule No.274 of the G.F. Rules except fidelity bond. This will be subject to the observance of the condition mentioned under the rule against each form of security.
- Note-3: Note 1 & 2 above shall be applicable for both clause 1 and 1A.

2. Compensation for Delay:

If the Bidder fails to maintain the required progress to complete the work or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the Government on account of such breach, pay as agreed compensation the amount calculated @ 1 % per month of delay to be computed on per day basis decided by the Chief Engineer (whose decision in writing shall be final and binding) may decide on the amount of Bided value of the work for every completed day/month (as applicable) that the progress remains below that specified in Time Schedule of work given in this document or that the work remains in complete.

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

3. When Contract can be Determined:

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

If the Bidder has been given by the Engineer-in-Charge a notice in writing to that the work is being performed in an inefficient or otherwise improper or unwork man like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.

If the Bidder has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of the Engineer-in-Charge (which shall be final and binding) he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of seven days from the Engineer-in-Charge.

If the Bidder fails to complete the work within the stipulated date or items of work with individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-Charge.

If the Bidder persistently neglects to carry out his obligations under the contract and/ or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge.

If the Bidder shall offer or give or agree to give to any person in Government service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for Government.

If the Bidder shall enter into a contract with Government in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Engineer-in-Charge.

If the Bidder shall secure a contract with Government as a result of wrong Bidding or other non-bonafide methods of competitive Bidding or commits breach of integrity agreement.

If the Bidder being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors.

If the Bidder being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.

If the Bidder shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.

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

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

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

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

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

4. Time and Extension for Delay:

The time allowed for execution of the Consultancy works as specified or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the Consultancy works shall commence from such time period or from the date of handing over of the site whichever is later. If the Bidder commits default in commencing the execution of the work as aforesaid, Government shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the performance guarantee and security deposit absolutely.

If the work(s) be delayed by:-

- (i) Force majeure, or
- (ii) Serious loss or damage by fire, or
- (iii) Civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or
- (iv) Delay on the part of other Bidder or tradesmen engaged by Engineer- in- Charge in executing work not forming part of the Contract, or
- (v) Any other cause which, in the absolute discretion of the Engineer-in-Charge is beyond the Bidder's control.

Then upon the happening of any such event causing delay, the bidder shall immediately give notice thereof in writing to the Engineer-in-Charge but shall nevertheless use constantly his best endeavors to prevent and make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the work.

Request for extension of time, to be eligible for consideration, shall be made by the Bidder in writing within fourteen days of the happening of the event causing delay on the prescribed form to the **Engineer-in-Charge**. The Bidder may also, if practicable, indicate in such a request the period for which extension is desired.

In any such case, the authority Chief Engineer may give a fair and reasonable extension of time and reschedule the “time schedule for Consultancy works” given in this document for completion of work. Such extension or re scheduling of “time schedule for Consultancy works” shall be communicated to the Bidder by the authority in writing, within 1 month or 4 weeks of the date of receipt of such request. Non application by the bidder for extension of time/ re-scheduling of “time schedule for Consultancy works” shall not be a bar for giving a fair and reasonable extension/re scheduling of “time schedule for Consultancy works” by the authority and this shall be binding on the bidder

5. Foreclosure of Agreement:

If at any time after acceptance of bid, Engineer-in-Charge shall decide to the abandonment or reduction of scope of Consultancy works due to any reason whatsoever do not require the whole or any part of the Consultancy works to be carried out, the Engineer-in-charge shall give notice in writing to that effect to the bidder and the bidder shall act accordingly in the matter. The bidder shall have no claim to any payment of compensation or otherwise whatsoever in account of any profit or advantage which he might have derived for the execution of work in full but which he did not derive in consequence of the foreclosure of the whole or part of the work. In such circumstances the consultant shall be paid at contract rates full amount for Consultancy works carried out by him and accepted by the department, security deposit and the Performance guarantee of the consultant shall be refunded, but no payment on account of interest, loss of profit or damages etc. shall be payable at all and the employer shall be at liberty to make full use of all or any of the drawings, designs or other documents prepared by the Consultant.

6. Bidder to indemnify Govt. against Patent Rights:

The Bidder shall fully indemnify and keep indemnified the President of India against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the contract. In the event of any claims made under or action brought against Government in respect of any such matters as aforesaid, the Bidder shall be immediately notified thereof and the Bidder shall be at liberty, at his own expense, to settle any dispute or to conduct any litigation that may arise there from, provided that the Bidder shall not be liable to indemnify the President of India if, the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Engineer-in-Charge in this behalf.

7. Levy/taxes payable by Bidder:

- (i) All taxes in respect of this contract shall be payable by the Bidder. Government shall not entertain any claim whatsoever in this respect. In respect of Goods & service tax (GST), the same shall be paid by the Bidder to the concerned department. The rates quoted by the bidder shall be inclusive of GST.
- (ii) If pursuant to or under any law, notification or order any royalty, cess or the like becomes payable by the Government of India and does not any time become payable by the Bidder to the State Government, Local authorities in respect of any material used by the Bidder in the

Consultancy works, then in such a case, it shall be lawful to the Government of India and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from dues of the Bidder.

8. Additions and Alterations:

The clients / Employee shall have the right to request in writing changes, additions, modifications in the scheme resulting in additional consultancy work in connection therewith and the Consultant shall comply with such request. If the Client deviates substantially from the original scheme which involves extra services, expenses and extra labour on the part of the consultant for making changes and modifications or other documents rendering major part or the whole of his work in fruituous, the consultant may then be compensated for such extra services and expenses on quantum merit basis at mutually agreed rates and other terms and conditions, unless such changes, alterations are due to consultants own commissions and /or discrepancies including changes proposed by consultants. The decision of the department shall be final and binding on whether the deviations and additions are substantial and required any compensation to be paid to the consultant. However, for the minor modification or alteration which does not affect the entire design, planning etc. no extra amount will be payable.

9. General Condition:

The Architectural Consultant shall be fully responsible for the technical soundness of the proposal including those of specialists engaged, if any, by him.

The Engineer-in-Charge will have the liberty to supervise and inspect the work of consultant and/or his sub consultant at any time by any officer nominated by him who shall be at liberty to examine the records/documents.

The proposals shall be based on National Code of Practice, local bye-laws, environmental regulations and design norms and sound engineering practice.

The consultant shall render every assistance, guidance and advice in general to the Engineer-charge on any matter concerning the technical aspects of the project.

The consultant shall promptly notify the Engineer-in-charge of any change in the constitution of his firm. It shall be open to the Engineer-in-Charge to terminate the Agreement on the death, retirement, insanity or insolvency of any person being Director in the said firm, or on the addition or introduction of a new Director not promptly informed in writing to the Engineer-in-charge.

But until its termination by the Engineer-in-Charge as foresaid, this agreement shall continue to be in full force and effect notwithstanding any changes in the constitution of the firm by death, retirement, insanity or insolvency of any of Director or addition or introduction of any new Director. In case of death or retirement the surviving or remaining Directors of the firm shall be jointly and severally liable for the due and satisfactory performance of all the terms and conditions of the agreement.

The consultant shall during the period of his assignments and thereafter, till satisfactory completion of the project, act as consultant and give related advice regarding the project.

The professional fees of the consultant shall be inclusive of all cost related to the visit to site, attending meetings, and conferences and making suitable presentations. The Fee quoted shall be inclusive of all prevailing taxes and levies including applicable GST.

Consultant professional fees are also inclusive of responsibilities of carrying out modifications in design and drawings.

The consultant shall exercise all reasonable skill, care and diligence in the discharge of duties hereby agreed to be performed by them.

10. Terms of completion:

The time of completion of the consultancy is as mentioned in data sheet from the date of the letter of award for consultancy services.

11. Settlement of Disputes & Arbitration:-

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

- (i) If the contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by the Engineer-in-Charge or if the Engineer in Charge considers any act or decision of the contractor on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable and is disputed, such party shall promptly within 15 days of the arising of the disputes request the Chief Engineer & Executive Director who shall refer the disputes to Dispute Redressal Committee (DRC) within 15 days along with a list of disputes with amounts claimed if any in respect of each such dispute. The Dispute Redressal Committee (DRC) shall give the opposing party two weeks for a written response, and, give its decision within a period of 60 days extendable by 30 days by consent of both the parties from the receipt of reference from Chief Engineer & Executive Director. The constitution of Dispute Redressal Committee (DRC) shall be as indicated in this contract. Provided that no party shall be represented before the Dispute Redressal Committee by an advocate/legal counsel etc. If the Dispute Redressal Committee (DRC) fails to give its decision within the aforesaid period or any party is dissatisfied with the decision of Dispute Redressal Committee (DRC) or expiry of time limit given above, then either party may within a period of 30 days from the receipt of the decision of Dispute Redressal Committee (DRC), give notice to the Chief Engineer, CPWD, in charge of the work or if there be no Chief Engineer, the Additional Director General of the concerned region of CPWD or if there be no Additional Director General, the Director General, CPWD (CE/CA/ADG/DG) for appointment of arbitrator on prescribed proforma under intimation to the other party.

It is a term of contract that each party invoking arbitration must exhaust the aforesaid mechanism of settlement of claims/disputes prior to invoking arbitration.

The CE/CA/ADG shall in such case appoint the sole arbitrator or one of the three arbitrators as the case may be within 30 days of receipt of such a request and refer such disputes to arbitration. Wherever the Arbitral Tribunal consists of three Arbitrators, the contractor shall appoint one arbitrator within 30 days of making request for arbitration or of receipt of request by Engineer-in-charge to CE/CA/ADG/DG for appointment of arbitrator, as the case may be, and two appointed arbitrators shall appoint the third arbitrator who shall act as the Presiding Arbitrator. In the event of a. A party fails to appoint the second Arbitrator, or b. The two appointed Arbitrators fail to appoint the Presiding Arbitrator, then The Director General, CPWD shall appoint the second or Presiding Arbitrator as the case may be.

- (ii) Disputes or difference shall be referred for adjudication through arbitration by a Tribunal having sole arbitrator where Tendered amount is Rs. 100 Crore or less. Where

Tendered Value is more than Rs. 100 Crore, Tribunal shall consist of three Arbitrators as above. The requirements of the Arbitration and Conciliation Act, 1996 (26 of 1996) and any further statutory modifications or reenactment thereof and the rules made there under and for the time being in force shall be applicable. It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed, if any, in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the decision of the DRC. It is also a term of this contract that any member of the Arbitration Tribunal shall be a Graduate Engineer with experience in handling public works engineering contracts at a level not lower than Chief Engineer (Joint Secretary level of Government of India). This shall be treated as a mandatory qualification to be appointed as arbitrator.

Parties, before or at the time of appointment of Arbitral Tribunal may agree in writing for fast track arbitration as per the Arbitration and Conciliation Act, 1996 (26 of 1996) as amended in 2015. Subject to provision in the Arbitration and Conciliation Act, 1996 (26 of 1996) as amended in 2015 whereby the counter claims if any can be directly filed before the arbitrator without any requirement of reference by the appointing authority, the arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each dispute and claim referred to him and in all cases where the total amount of the claims by any party exceeds Rs. 1,00,000/-, the arbitrator shall give reasons for the award. It is also a term of the contract that if any fees are payable to the arbitrator, these shall be paid as per the Act The place of arbitration shall be in Delhi.

The constitution of Dispute Redressal Committee (DRC) shall be as below or as approved by the Engineer-in-charge.

(1) **For total claims more than Rs. 25 Lakh**

Chief Engineer : CE & ED, GPOA Project, CPWD

Member : Superintending Engineer (P), Civil (PRD)

Member : Superintending Engineer (P), Electrical (PRD)

(2) **For total claims upto Rs. 25 Lakh**

Chairman : Superintending Engineer (P), Civil (PRD)

Member : Executive Engineer (P), O/o Chief Engineer (W cum TLQA)

Member : Executive Engineer & SM(C)-I, NDPZ

If the Dispute Redressal Committee (DRC) fails to give his decision within the aforesaid period or any party is dissatisfied with the decision of Dispute Redressal Committee (DRC), then either party may within a period of 30 days from the receipt of the decision of Dispute Redressal Committee (DRC), give notice to the Chief Engineer/Chief Project Manager for appointment of arbitrator on prescribed Performa failing which, the said decision shall be final binding and conclusive and not referable to adjudication by the arbitrator.

- (ii) Except where the decision has become final, binding and conclusive in terms of Sub Para (i)

above, disputes or difference shall be referred for adjudication through arbitration by a sole arbitrator appointed by the Chief Engineer/Chief Project Manager, CPWD, in charge of the work or if there be no Chief Engineer/Chief Project Manager, the Additional Director General of the concerned region of CPWD or if there be no Additional Director General, the Director General of CPWD. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another sole arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the rejection by the Chief Engineer/Chief Project Manager of the appeal.

It is also a term of this contract that no person, other than a person appointed by such Chief Engineer/Chief Project Manager, CPWD or Additional Director General or Director General, CPWD, as aforesaid, should act as arbitrator and if for any reason that is not possible, the matter shall not be referred to arbitration at all.

It is also a term of this contract that if the Bidder does not make any demand for appointment of arbitrator in respect of any claims in writing as aforesaid within 120 days of receiving the intimation from the Engineer-in-charge that the final bill is ready for payment, the claim of the Bidder shall be deemed to have been waived and absolutely barred and the Government shall be discharged and released of all liabilities under the contract

in respect of these claims.

The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) or any statutory modifications or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

It is also a term of this contract that the arbitrator shall adjudicate on only such disputes as are

referred to him by the appointing authority and give separate award against each dispute and claim referred to him and, in all cases, where the total amount of the claims by any party exceeds Rs.1, 00,000/-, the arbitrator shall give reasons for the award.

It is also a term of the contract that if any fees are payable to the arbitrator, these shall be paid equally by both the parties.

It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof shall be paid and fix or

settle the amount of costs to be so paid.

12. Bidder to indemnify Govt. against Patent Rights -

The Bidder shall fully indemnify and keep indemnified the President of India against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the contract. In the event of any claims made under or action brought against Government in respect of any such matters as aforesaid, the Bidder shall be immediately notified thereof and the Bidder shall be at liberty, at his own expense, to settle any dispute or to conduct any litigation that may arise there from, provided that the Bidder shall not be liable to indemnify the President of India if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Engineer-in-Charge in this behalf.

FINANCIAL OFFER

FINANCIAL OFFER

NIT No: 03/CE & ED/NDPZ/NIT/2019-20

Name of Work: Consultancy Services for comprehensive Architectural & Engineering planning for the proposed National War Museum and Underground Connecting Passage between National War Museum and Memorial in New Delhi.

I/We hereby offer to provide consultancy services as per terms and conditions in the bid documents in consideration of a Lump Sum Fee quoted here inclusive of all prevailing taxes and levies including applicable GST for the whole project.

<u>Schedule of Quantity</u>					
S.No	Description of Item / Work	Qty.	Unit	Rate in figures in Rupees	Amount in Rupees
1	Consultancy Services for comprehensive Architectural & Engineering planning for the proposed National War Museum and Underground Connecting Passage between National War Museum and Memorial in New Delhi.	1	Lump Sum		
Total					

I/We agree to keep this Financial Offer valid for 120 days from the date of opening of the Technical Bid.

I/We declare that we shall treat these documents and other documents connected with the work confidential and shall not communicate the information derived there from to any person other than a person to whom we have authorized to communicate. FAR area, non-FAR areas e.g. Site Development, Basement/s, etc. shall be deemed to be included in the total quoted price and bid nothing extra shall be payable on this account.

I/We have read and examined the bid document relating to the Consultancy Notice Inviting Bids from National/International Design & Planning Firms for Consultancy Services for comprehensive Architectural & Engineering planning for the **Consultancy Services for comprehensive Architectural & Engineering planning for the proposed National War Museum and Underground Connecting Passage between National War Museum and Memorial in New Delhi**

Signed for and on behalf of the Firm

(Authorized Signatory of the Firm)

Date: