



# **GURU NANAK DEV UNIVERSITY AMRITSAR**

## **EOI AND RFP FOR EMPANELMENT OF CONSULTANTS FOR PROVIDING MEP CONSULTANCY SERVICES FOR CENTRE OF INTERFAITH STUDIES AND OTHER UPCOMING CONSTRUCTION PROJECTS OF GNDU AMRITSAR**

**Place of Work – Various Campuses of University.**

**LIST OF IMPORTANT DATES****Website :** [www.gndu.ac.in](http://www.gndu.ac.in)**List of Important Dates of Submission of Bids :-**

- |     |   |       |  |
|-----|---|-------|--|
| 1.  | Name of Work  | :     | Expression of Interest and Request for proposal for empanelment of consultant for providing quantity survey consultancy services for upcoming construction projects of GNDU Amritsar |
| 2.  | Period  | :     | Initially appointed for the period of 3 years (May be Extendable after review by GNDU )  |
| 3.  | Mode of submission of Tender  | :     | To be submitted offline  |
| 4.  | Period & Time for download of Bidding Documents from website <a href="http://www.gndu.ac.in">www.gndu.ac.in</a> | From: | Date <u>03</u> Month <u>12</u> Year <u>2020</u><br>Time : 9:00 AM  |
|     |   | To:   | Date <u>23</u> Month <u>12</u> Year <u>2020</u><br>Time : 3:59 PM  |
| 5.  | Time, Date & Place of Pre-Bid Meeting   | :     | Date <u>16</u> Month <u>12</u> Year <u>2020</u><br>Time : 9:00 AM<br>Place: office of Incharge, Construction Deptt. GNDU Amritsar.   |
| 6.  | Time & Date of submission of Bids   | From: | Date <u>03</u> Month <u>12</u> Year <u>2020</u><br>Time : 9:00 AM  |
|     |   | To:   | Date <u>23</u> Month <u>12</u> Year <u>2020</u><br>Time : 4:00 PM  |
| 7.  | Time & Date of opening of Technical Bids  | :     | Date <u>24</u> Month <u>12</u> Year <u>2020</u><br>Time : 11:00 AM   |
| 8.  | Time & Date of opening of Financial Bids  | :     | To be Intimated later on.  |
| 9.  | Place of opening of Bids  | :     | Address : Incharge Construction Deptt. GNDU Amritsar.  |
| 10. | Last Date of Bid validity   | :     | 120 Days from closing of Tender  |
| 11. | Officer Inviting Bids   | :     | Incharge Construction Deptt GNDU Amritsar.   |

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## **SECTION 0**

### **INVITATION FORBIDS (IFB)**

**GURU NANAK DEV UNIVERSITY AMRITSAR  
(ENGINEERING DEPARTMENT)**

**NOTICE INVITING BIDS**

Bid No.:

Date:

1. Incharge, Construction Deptt GNDU Amritsar On behalf of the The Registrar, GNDU Amritsar invites bids from eligible bidders for empanelment of consultant for providing MEP consultancy services as detailed in the following table:

| Sr. No | Name of Project/ Work (s)  | Bid Security/ Earnest Money (Rs.) | Cost of Document/ Tender Fee (Rs.) | Period of Empanelment  | Approx Value of the Project/ Work (Rs.) |
|--------|--|-----------------------------------|------------------------------------|--|---|
| 1      | 2  | 3                                 | 4                                  | 5  | 6                                       |
| 1.     | Request for proposal for engagement / appointment of consultant for providing MEP consultancy service for centre of interfaith studies and other upcoming construction projects of GNDU Amritsar | Rs. 10,000/-                      | Rs.2,000/-                         | Initially appointed for the period of 3 years. (May be Extendable after review by GNDU ) | As per RFP                              |

2. **Important dates are as under :**

- i) The Period of availability of Tender : From 03-12-2020 to 23-12-2020 upto 3:59 PM shall be
- ii) The last date & time for submission : 23-12-2020 upto 4:00 PM of bids shall be
- iii) Date & time of opening of : 24-12-2020 Time : 11:00 AM Technical Bid

- 3. The Bidding Documents can be downloaded from website: [www.gndu.ac.in](http://www.gndu.ac.in). The document downloaded from website should not be tampered, and if any such tampering is detected before or after the opening of bids, the bidder shall be debarred for a period of 6 months.
- 4. The bidders should keep checking the website for any **addenda /corrigenda** to the notice/bidding documents till the date of submission of bids, and the bidder should incorporate the same in his bid documents.
- 5. The cost of the bidding documents (non-refundable) shall be paid in shape of demand draft drawn from any schedule bank in the favour of Registrar GNDU Payable at Amritsar or cash receipt of GNDU Campus, Amritsar.
- 6. Bid Security/Earnest Money Deposit (EMD) of the amount specified for the Project/Work(s) in the table above shall be paid in shape of demand draft drawn from any schedule bank in the name of Registrar GNDU Payable at Amritsar. Bid(s) must be submitted before the time specified in the table above (as per server clock). The department does not take any responsibility for the delay caused due to non-availability of internet connection or network traffic jam etc.

7. Bid documents to be submitted in two stages, 1<sup>st</sup> stage( EOI )consisting of qualification information and eligibility criterion of bidders in various classes of work to be done and the set of terms & conditions of contract to be complied with by the bidder can be seen on website [www.gndu.ac.in](http://www.gndu.ac.in) .2<sup>nd</sup> stage( RFP ) will be financial bid in the prescribed format.
8. RFP is not to be submitted by the bidder. The bidder has to only agree/disagree on the conditions in the RFP. The bidders who disagree on the conditions of RFP, cannot participate in the tender.
9. Technical Bids will be opened on the day & time as specified in the table, in the presence of the bidders who wish to attend. If the office happens to be closed on the date of receipt of the bids as specified, the bids will be received and opened on the next working day at the same time and venue.
10. Bid(s) once submitted cannot be resubmitted or withdrawn.
11. Conditional bids and the bids not meeting the qualifying criteria on the date of receipt of bids shall be summarily rejected.
12. The undersigned has the right to accept or reject any or all bids without assigning any reason.

*\*For detailed terms and conditions refer to website [www.gndu.ac.in](http://www.gndu.ac.in)*

**Incharge  
Const. Deptt.  
GNDU Amritsar**

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## **SECTION 1**

### **INSTRUCTIONS TO BIDDERS (ITB)**

## Section 1: Instructions to Bidders

### A. GENERAL

#### 1. BRIEF SCOPE (PARTICULARS OF THE WORK)

Salient details of the work for which Bids are invited are as under:

- |     |              |   |
|-----|--------------|---|
| 1.1 | Name of work | EOI and RFP for empanelment of consultant for providing MEP consultancy services for centre of interfaith studies and other upcoming construction projects of GNDU Amritsar |
|-----|--------------|---|
- 1.2 The work is located in Amritsar and other Campuses of GNDU.
- 1.3 Detail scope of work & stage wise schedule of services explained at Annexure-2
- 1.4 General features and major components of the work are as under: -
- The buildings must be compliant with NBC, Punjab ECBC & all relevant BIS and other related acts, rules and standards. The consultant/bidder shall work in consultation with the Construction Department and Consultancy Wing ;Department of Architecture GNDU Amritsar.
  - Work shall be executed according to “General Conditions of Contract” with latest amendments.
  - Planning and design of respective service shall be carried out as per direction of Construction Department GNDU Amritsar.
  - The work for Services and documentation to be prepared shall be carried out as per Punjab PWD Specifications, W/S & Sanitation specifications, PWD Electrical Specifications, CSR, Punjab Transparency in public procurement act 2019. Various Manuals latest edition, other related BIS code and procedures being followed in Punjab PWD (B&R) as mentioned in this RFP.
- 1.5 The successful bidder will be expected to complete the Project/Work(s) by the Intended Completion Date specified in the **RFP**. Throughout these bidding documents, the terms ‘bid’ and ‘tender’ and their derivatives (bidder/tenderer, bid/tender, bidding/tendering etc) are synonymous.

#### 2. AUTHORITY & SOURCE OF FUNDS

- The Construction Department GNDU Amritsar is mandated to undertake such works under the Rules of Business, GNDU Amritsar.
- The expenditure on the Project/Work(s) will be met from the funds to be released to the GNDU Amritsar.
- The Construction Department GNDU Amritsar shall not be responsible for non-release or delayed release of funds by Funding Agency.

#### 3. ELIGIBLE BIDDERS

- This **Invitation For Bids** is open to established and reputed consulting agencies who fulfill the requirements laid down.
- All bidders shall provide in Section 2 – Forms of Bid and Qualification Information.
- The bidder could be an individual, Limited Company/corporation, Proprietary firm, Partnership firm. Consortium or Joint Venture Companies to bid for the Project/Work(s) listed in the Table given in IFB (**unless specified in the BDS**).

#### 4. PRE-QUALIFICATION CRITERIA OF THE BIDDER

- 4.1** Response is solicited from individual applicant/consortia (Consortium of not exceeding 3 members having experience of minimum 5 years fulfilling the following type of experience ending last day of month March 2020. The work completed upto the previous day of the last date of submission of tender/EOI shall also be considered.
- 4.2** Consultant/bidder should have an annual financial turn-over of Rs.20 Lacs in any one of the last 5 Financial Years ending 31st March, 2020.
- 4.3** The agency/company/consortium shall be financially sound and should have experience of having successfully completed similar works as per technical experience criteria mentioned below.
- 4.4** Having experienced of satisfactorily completed in the last five (5) years ending last day of month previous to the one in which bids are invited as a prime Contractor (or as a nominated sub Contractor, where the subcontract involved execution of all main items of work described in the bid document, provided further that all other qualification criteria are satisfied)

| Requirement | MEP Services               |
|-------------|----------------------------|
| One Work    | <b>Rs. 50.00 Lacs each</b> |
|             | or                         |
| Two Works   | <b>Rs. 20.00 Lacs each</b> |
|             | or                         |
| Three Works | <b>Rs. 10.00 Lacs each</b> |

- 4.5** Similar work shall mean satisfactory completion of Work of respective Consultancy Services.
- 4.6** In addition to above, each bidder to be eligible or qualify should have submitted/attached with his technical bid
- 4.7** the proof of PAN issued by Income Tax department;
- 4.8** Affidavit/undertaking of not having been black-listed by any Govt./Semi Govt. Organization/Corporation at any stage and/or debarred by the department of Punjab PWD (B&R).
- 4.9** The affidavit/undertaking that information being submitted is correct and true, and that any false information shall lead to disqualification at any stage;
- 4.10** The proof of his valid GST Registration Number issued by concerned department;
- 4.11** An undertaking that he agrees to the terms and conditions of bidding document including the technical requirements and in case there is anything contradictory in his technical proposal with respect to the conditions of bidding document, the latter shall prevail.
- 4.12** The undertakings/affidavit/documentary proofs required as per the qualifying conditions laid down in the Conditions of Particular Application.
- 4.13** submitted an undertaking that he will be able to invest a minimum cash up to 25% of contract value of work, during implementation of work.
- 4.14** The affidavit/undertaking that information being submitted is correct and true, and that any false information shall lead to disqualification at any stage;
- 4.15** Copies of documents defining the constitution or legal status, place of registration and principal place of business; written power of attorney to the signatory of the Bid to commit the Bidder;
- 4.16** List of similar works completed during previous 5 years duly supported with performance certificate from authority for whom work has been completed and information

shall include name of work, estimated cost, date of start and date of completion

**4.17** Reports on financial standing of the Bidders and auditor's reports for the past 5 (Five) years;

**4.18** Authority to seek references from the Bidder's banker(s);

## 5 JOINT VENTURE

5.1 If the Individual, Limited Company / Corporation, Proprietary firm, Partnership firm does not have the experience in the similar field then lead partner of Joint Venture should have the minimum experience in consultancy as described in clause 4.4.

5.2 Bids submitted by a joint venture of two or more firms as partners shall comply with the following requirements :

- a) the bid shall include all the information listed in qualification information
- b) the bid and, in case of a successful bid, the Agreement, shall be signed so as to be legally binding on all partners;
- c) one of the partners shall be nominated as being incharge/team leader, and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners;
- d) the partner incharge/team leader shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture and the entire execution of the contract, including payment, shall be done exclusively with the partner incharge/team leader;
- e) all partners of the joint venture shall be liable jointly and severally for the execution of the contract in accordance with the contract terms, and a statement to this effect shall be included in the authorization mentioned under [c] above, as well as in the bid and in the Agreement [in case of a successful bid];
- f) Joint venture agreement should indicate precisely the role of all members of JV in respect of planning, design equipment, key personnel, work execution, and financing of the project. All members of JV should have active participation in consultancy during the currency of the contract. This should not be varied/modified subsequently without prior approval of the employer;
- g) The joint venture agreement should be registered in Punjab so as to be legally valid and binding on partners; and
- h) a copy of the Joint Venture Agreement entered into by the partners shall be submitted with the bid. Alternatively, a Letter of Intent to execute a joint Venture Agreement in the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed Agreement.

‘The security of a Joint Venture shall be in the name of the joint venture.’

i) Qualification Information

Furnish details of participation proposed in the joint venture

j) Agreement Form: In para (4) insert (x) as additional item: (j) Joint Venture Agreement.

6 The cost of bidding documents (non-refundable) shall be paid in shape of demand draft drawn from any schedule bank in the name of Registrar GNDU Payable at Amritsar or cash receipt of GNDU Amritsar.

7 The bidder shall also submit Earnest Money as specified. Bid Security/Earnest Money Deposit (EMD) of the amount specified for the Project/Work(s) paid in shape of demand draft drawn from any schedule bank in the name of Registrar GNDU Payable at Amritsar.

- i. No interest shall be payable for the earnest money deposit.
- ii. No bank guarantee will be accepted in lieu of the earnest money deposit.
- iii. The EMD shall be forfeited in the following events:

- (a) If the proposal is withdrawn during the validity period or during the extension agreed by the consultant thereof.
- (b) If the Proposal is varied or modified in a manner not acceptable to the department after opening of Proposal during the validity period or any extension thereof.
- (c) If the bidders tries to influence the evaluation process.

**The earnest money** of unsuccessful Bidders shall be discharged/ returned as promptly as possible, after the expiration of the Bid Validity. The earnest money deposited by the successful bidder will be adjusted in the retention money deducted from the bills.

- 8 **Expression of interest along with the required documents shall be Submitted. For The Financial Bid, the bidders shall make price (both in figures and words) for full scope of project/work described in the Bidding Document in case of discrepancy among the price in figures and words, the price in words shall be considered.**
- 9 The Technical Bid shall be opened as per schedule in the presence of representative of the agencies who may like to be present and financial bid shall be opened only of those firms/ consultant/bidders who will be found technically qualified for the work. The date of the opening of financial bid shall be intimated in due course after the short listing process is completed and approved by the competent authority.
- 10
  - (i) The Department reserves the right to increase the scope of work, modify or scrap the work allotted and right to reject any or all the applications without assigning any reason at any stage of the process.
  - (ii) All disputes concerning in any way with this work are subject to Amritsar jurisdiction only
  - (iii) Before the last date for submission of Tenders/EOI, the Tender Inviting Officer may modify any of the Contents of the Tender/EOI Notice, Tender/EOI documents by issuing amendment / Addendum
  - (iv) Any addendum/amendments issued by the Tender Inviting Officer shall be part of the Tender/EOI Document
  - (v) To give prospective Tenderer/bidder reasonable time to take an addendum into account in preparing their bids, the Tender Inviting Officer may extend if necessary, the last date for submission of tender/EOI
  - (vi) The Committee as constituted will evaluate whether each Tenderer/bidder is satisfying the eligibility criteria prescribed in the tender/EOI document and declares them as a qualified bidder for next stage i.e. evaluation of bids.
  - (vii) The consultant/bidder is advised to attach any additional information, which he thinks to be necessary in regard to his capabilities. No further information will be entertained after submission of tender application unless it is called GNDU reserves the right to call for additional information & clarification of information submitted by the consultant/bidder.
  - (viii) The cost incurred by the consultant/bidder in preparing this application, in providing clarifications or attending discussions/ conferences in connection with this document shall be borne by the bidder. GNDU in no case will be responsible or liable for these costs, regardless of the conduct or outcome of the process.
- 11 Agreement shall be drawn with the successful bidder on prescribed format. The Tender/EOI notice and other documents etc. shall form part of the agreement
- 12 Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their bids, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender/bid. A tenderer/bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. Submission of a tender/bid by a tenderer/bidder implies that he has read this notice and all other documents and has made himself aware of the scope and specifications of the work to be done, the local condition and other factors having a bearing on the execution of the work.

- 13 The tenders/bids for the works shall remain open for acceptance for a period of **One hundred Twenty (120) DAYS** from the date of opening of technical bid. If any tenderer/bidder withdraws his tender/EOI before the said period or issue of letter of acceptance, whichever is earlier or makes any modifications in the terms and conditions of the tender/EOI which are not acceptable to the department, then the Competent authority shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said Earnest Money as aforesaid Further the tenderer/bidder shall not be allowed to participate in the re-invitation process of the work.

In the event, the agency/firm whose tender/EOI is accepted and the award letter issued, fails to commence the work in the prescribed time **The GNDU shall without prejudice to any other right or remedy be at liberty to forfeit the whole of the Earnest Money and the same shall be absolutely at the disposal of the GNDU.**

In the event, the agency/firm whose tender/EOI is accepted and the award letter issued, if fail to carry the work in the prescribed time or abandons work before its completion,

**The GNDU shall without prejudice to any other right or remedy be at liberty to forfeit the whole of the security and the same shall be absolutely at the disposal of the GNDU.**

- 14 This Notice Inviting Tender/EOI shall form a part of the contract document. The successful agency/firm, on acceptance of his tender by the accepting authority, shall, within 15 days from the stipulated date of start of the work have to sign the different components/part of the contract consisting of the notice inviting tender/EOI, all the documents including additional conditions, specifications and drawings, if any, forming the part of tender/EOI as issued at the time of invitation of tender/EOI and acceptance thereof together with any correspondence leading there.
- 15 GST, purchase tax, turnover tax or any other tax applicable in respect of this contract shall be payable by the consultant/bidder and GNDU will not entertain any claim whatsoever in respect of the same. All duties, taxes and other levies payable by the Bidder under the contract, or for any other cause shall be included in the rates, prices and total Bid Price submitted by the Bidder. The rates quoted by the bidder shall be deemed to be inclusive of all the taxes, levies, etc. including their variations as notified by the concerned authority from time to time, and also of all the new taxes and levies that may be imposed that the agency will have to pay for the performance of this Contract. The Engineer on behalf of the employer will perform such duties in regard to the deduction of such taxes at source as per applicable law. The agency shall comply with the proper bye-laws and legal orders of the local body or public authority under the jurisdiction of which the work is executed and pay all fees and charges for which he may be liable. Nothing extra shall be payable on this account.
- 16 In case of failure or default in the performance or responsibilities or breach of terms and conditions of DNIT or agreement, action as per existing rules and guidelines shall be taken.
- 17 The tender/EOI containing conditions contrary to those specified in this document shall be summarily rejected.
- 18 The firms/bidders shall quote the rates keeping in mind, 'General Conditions of Contract of RFP' etc.
- 19 **Time Period:-**The time period will be as scheduled in the fore pages.
- 20 Tender Applications received after the prescribed date and time shall not be considered / entertained.
- 21 Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have: made misleading or false representation in the forms, statements and attachments submitted in proof of the qualification requirements; and/or record for poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc; and/or
- 22 **ONE BID PER BIDDER**
- 22.1 Each bidder shall submit only one bid for Project/Work/package. A bidder who submits more than one Bid will cause all the proposals with the Bidder's participation to be disqualified.
- 23 **COST & SUFFICIENCY OF BIDDING**
- 23.1 The bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible and liable for those costs.

23.2 The bidder shall be deemed to have satisfied himself before bidding as to the correctness and sufficiency of his bid information for the works and of the rates and prices given in the relevant Schedule or quoted by him, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion of the works.

## **24 SITE VISIT**

The bidder at the his own responsibility, expenses and risk, is encouraged to visit and examine the Site(s) of Project/Work(s) and its/their surroundings and obtain all information (including that on the risks, contingencies and other circumstances which may affect or influence the bid) that may be necessary for preparing the Bid and entering into a contract. No extra charges consequent on any misunderstanding or otherwise shall be allowed.

## **B. BIDDING DOCUMENTS**

### **25 CONTENTS OF BIDDING DOCUMENTS**

25.1 The set of the bidding documents comprises the documents listed below and addendum/corrigendum issued in accordance with Clause

| <b>Section</b> | <b>Particulars</b>                        |
|----------------|---|
| 0.             | Invitation for Bids                       |
| 1.             | Instructions to Bidders                   |
| 2.             | Qualification Information and other forms |
| 3.             | General Conditions of Contract            |
| 4.             | Contract Data                             |
| 5.             | Form of Bid & Schedule of Payments        |
| 6.             | Securities and other forms                |
| 7.             | Documents to be furnished by Bidder       |

25.2 The bidder is expected to examine carefully all instructions, conditions of contract, BDS, forms, terms, and technical specifications, forms, Annexes and site plan in the Bid Document. Failure to comply with the requirements of Bid Documents shall be at the Bidder's own risk.

#### **25.3 Pre-Bid Meeting (if provided for in BDS)**

The Bidder or his official representative is invited to attend a pre-bid meeting which will take place at the address, venue, time and date as indicated in the **BDS**.

The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

The bidder is requested to submit any questions/queries in writing or by cable/e-mail to reach the Employer not later than three ( 3) days before the meeting.

Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be released. Any modification of the bidding documents which may become necessary as a result of the pre-bid meeting shall be made by the Engineer exclusively through the issue of an Addendum/Corrigendum pursuant to Clause and not through the minutes of the pre-bid meeting.

Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

### **26 AMENDMENT OF BIDDING DOCUMENTS**

26.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addenda/corrigenda.

26.2 Any addendum/corrigendum thus issued shall be a part of the bidding documents and shall be uploaded on the website as a corrigendum.

26.3 To give prospective bidders reasonable time to take an addendum/corrigendum into

account in preparing their bids, the Employer may, at his discretion, extend as necessary the deadline for submission of bids, in accordance with clause.

## **C. PREPARATION OF BIDS**

### **27 LANGUAGE OF THE BID**

27.1 All documents relating to the Bid shall be in **English** Language.

### **28 DOCUMENTS COMPRISING THE BID**

28.1 The bid to be submitted by the bidder in envelope marked "Expression of interest for MEP services". This envelope should contain the following two envelopes as detailed under

#### **Envelope- I : Technical Bid/EOI**

Envelope I shall be named "Technical Bid" and shall comprise

- (i) Qualification Information and supporting documents as specified
- (ii) Certificates, undertakings, affidavit/undertakings as specified
- (iii) Any other information pursuant to Clause of these instructions.
- (iv) Undertaking that the bid shall remain valid for the period specified

#### **Envelope- II : Financial Bid/RFP**

Envelope II shall be named "Financial Bid" and shall comprise

- (i) Financial Bid written both in figures and words in the prescribed Form of Bid as specified in RFP.

### **29 BID PRICES**

29.1 The contract shall be for the whole Project/Work as described based on the Bill of Quantities/at the lump sum price submitted by the Bidder.

For Tenders, the bidders shall make entries of price (both in figures and words) for full scope of project/work described in the Bidding Document if there is discrepancy among price in figures and words. The price in words shall be considered.

29.2 All duties, taxes and other levies payable by the Bidder under the contract, or for any other cause shall be included in the rates, prices and total Bid Price submitted by the Bidder.

29.3 The rates and prices quoted by the bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract

### **30 CURRENCIES OF BID AND PAYMENT**

The unit rates and the prices shall be quoted by the bidder entirely in Indian Rupees. All payment shall be made in Indian Rupees.

### **31 BID VALIDITY**

31.1 Bids shall remain valid for a period **specified in the BDS** after the deadline date for bid submission specified. A bid valid for a shorter period shall be rejected by the Engineer as non-responsive. In case of discrepancy in bid validity period between that given in the undertaking pursuant to Clause and the Form of Bid submitted by the bidder, the period mentioned in the undertaking shall be considered as bid validity period of the bid by the bidder.

31.2 In exceptional circumstances, prior to expiry of the original time limit, the Engineer may request that the bidders may extend the period of validity for a specified additional



period. The request and the bidder's responses shall be made in writing or by cable. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his bid security for a period of the extension and in compliance with related Clause in all respects

### **32 ALTERNATIVE PROPOSALS BY BIDDERS**

32.1 Bidders shall submit offers that fully comply with the requirements of the bidding documents, including the Conditions of Contract, basic technical parameters and requirements as indicated. Conditional offers will not be considered further in the process of tender evaluation.

### **33 FORMAT AND SIGNING OF BID**

33.1 The bidder shall submit the bid comprising of documents as specified in Clause 12.

## **D. SUBMISSION OF BIDS**

### **34 SUBMISSION SEALING AND MARKING OF BIDS**

The contents of Technical and Financial Bids will be as specified. All documents are to be signed by the bidders.

### **35 DEADLINE FOR SUBMISSION OF THE BIDS**

35.1 Complete Bids (including Technical and Financial) shall be received by Engineer not later than the date and time **indicated in the BDS**. In the event of the specified date for the submission of bids declared a holiday for the Engineer, the Bids will be received upto the appointed time on the next working day.

35.2 The Engineer may extend the deadline for submission of bids by issuing an amendment in accordance with Clause, in which case all rights and obligations of the Engineer and the bidders previously subject to the original deadline will then be subject to the new deadline.

### **36 LATE BIDS**

The bidding would not allow any late submission of bids after due date and time.

## **E. ADDITIONAL INFORMATION**

### **GENERAL INFORMATION & INSTRUCTIONS FOR BIDDERS**

#### **1. GENERAL:**

- 1.1 Letter of transmittal and forms for deciding eligibility are given in 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 particular / 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 applicant being summarily disqualified. Bids made by telegram or telex and those received late will not be entertained.
- 1.3 **The physical form of 'Eligibility Documents' should be submitted duly self attested.**
- 1.4 Overwriting should be avoided. Correction, if any, should be made by neatly crossing out, initialing, dating and rewriting. Pages of the Post-qualification document are numbered. Additional sheets, if any added by the contractor, 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 know-how or capability of the applicant should be signed by an officer not below the rank of Executive Engineer or equivalent.
- 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 post-qualification document unless it is called for by the Employer.

- 1.7 If at any stage, it is found that the tenderer/bidder has misled or has furnished false information in the forms / statements / certificates submitted by him as proof in support of qualification requirements or record of performance such as abandoning of work not properly completed in earlier contracts, inordinate delays in completion of the works, the tenderer is liable to be blacklisted & debarred from tendering in GNDU and the EMD forfeited, Further, if this Contract has been awarded, the same shall be rescinded including forfeiture of EMD.
- 1.8 All disputes concerning in any way are subject to Amritsar Jurisdiction only.
- 1.9 GNDU is under no obligation to inform the consultant of the reasons of their selection or rejection. Employer's decision in this regard shall be final and binding.

## 2. **DEFINITIONS:**

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

EMPLOYER means the Guru Nanak Dev University, Amritsar acting through the Engineer/Incharge, construction Department.

BIDDER / TENDERER / FIRM / AGENCY / CONTRACTOR/ APPLICANT means the individual, proprietary firm, firm in partnership, limited company/Consortium.

"Year" means "Financial Year" unless stated otherwise.

E.E. means Executive Engineer/Incharge Construction Deptt.

## 3. **METHOD OF APPLICATION:**

- 3.1 If the Bidder is an individual, the application shall be signed by him above his full typewritten name and current address.
- 3.2 If the Bidder is a proprietary firm, the application shall be signed by the proprietor above his full typewritten 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 latter 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. **FINAL DECISION MAKING AUTHORITY.**

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

## 5. **PARTICULARS PROVISIONAL**

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.

## 6. **SITE VISIT**

The Bidder is advised to visit the site of work, at his own cost, and examine it and its surroundings to make himself aware of all information that he considers necessary for proper assessment of the prospective assignment

## 7. **Blank**

## 8. **FINANCIAL INFORMATION**

Bidder should furnish the following financial information:

- a) Annual financial statement for the last five years **in Format- (2-1).**
- b) The Financial Bid in the form of amount in Rupees for the complete job as per expression of interest shall be quoted by the agency.

9. **EXPERIENCE IN WORKS HIGHLIGHTING EXPERIENCE IN SIMILAR WORKS**

9.1 Bidder should furnish the following:

- a) List of all works of similar nature successfully completed during the last 5 years **in Format (2-3).**
- b) List of the projects under execution or awarded **in Format (2-5).**

9.2 Particulars of completed works and performance of the Bidder duly authenticated / certified by an officer not below the rank of Executive Engineer or equivalent should be furnished separately for each work completed or in progress **in Format (2-2).**

9.3 Information in **Format (2-3)** should be completed and no work should be left out.

10. **ORGANISATIONAL INFORMATION**

Bidder is required to submit the information in respect of his organization **in Format (1-1) & (1-2).**

11. **LETTER OF TRANSMITTAL**

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

12. **OPENING OF PRICE BID**

After evaluation of applicants, a list of short listed agencies will be prepared. Thereafter the financial bids of only the qualified and technically accepted bidders shall be opened at the notified time, date and places in the presence of the qualified bidders or their representative. The validity of the tenders shall be reckoned from the date of opening of the Technical bids.

13. **AWARD CRITERIA/ SELECTION PROCESS OF CONSULTANT**

13.1 The Consultant/ Bidder will be selected based on "L-1" i.e. on the basis of the technical bid evaluation and financial bid L-1 basis. The evaluation shall be done by the consultancy evaluation committee.

**Technical bid:**

**The bidder is eligible in consideration for responsive of technically as per technical qualification criteria.**

**(b) Financial bid:**

**The L-1 bidder is eligible in consideration for award of the work.**

13.2 The employer reserves the right, without being liable for any damages or obligation to inform the bidder, to:

- a) Amend the scope and value of contract to the bidder.
- b) Reject any or all of the applications without assigning any reason.

13.3 Any effort on the part of the bidder or his agent to exercise influence or to pressurize the employer would result in rejection of his bid. Canvassing of any kind is prohibited.

13.4 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.

14. **Retention Money**

The consultant/bidder/bidder shall permit the Employer to deduct 5% (five percent) of payable amount of the invoice/ bill raised against any single work; while making any payment related to this contract and holds the same amount as retention till one month of the successful completion any single work of consultancy assignment.

15. **Penalty clause**

The consultant/bidder would be liable to abide by the clauses/obligations stated in the contract. Any Major deviation to the same (unless approved by employer) would be liable to the following penalty clauses:

- (i) The time allowed for carrying out the work shall be strictly observed by the consultant/bidders and shall be reckoned from the date of commencement of work given to the consultant /bidder.

The work shall throughout the stipulated period of the Contract be proceeded with all due diligence (time being deemed to be the Essence of the contract on the part of the consultant/bidder).

- (ii) If after award of the contract and signing the agreement, the consultant/bidder/bidder fails to start the work from the date of commencement, the consultant/bidder/bidder shall be liable to pay a penalty @2% of the consultancy charges per week or part thereof, If the work is not started till 4 weeks of the date of commencement, the contract shall be liable to be cancelled and the Employer shall have power to adopt any of the following courses, as he may deem best suited to the interests of GNDU.
  - (a) To rescind the contract (of which a rescission notice in writing to the consultant/bidder under the hand of the Employer shall be conclusive evidence) and to recover the amount of penalty / compensation from any money due to the consultant/bidder by GNDU, under the contract or otherwise.
  - (b) Completion of unfinished work at consultant/bidder's Risk & Cost. If part of the work is executed by the consultant/bidder and balance work has been left unexecuted, the Employer shall have power to take following action as per the provision of the contract agreement. To assess the work of the consultant/bidder, and to take such part thereof as shall be unexecuted, out of his hands, and to give it to another Agency to complete, in which case any expenses which may be incurred in excess of the sum which would have been executed by him (of amount of which excess the certificate in writing by the Employer shall be final and conclusive) shall be borne and paid by the original agency/bidder and may be deducted from any money due to him by GNDU under the contract or otherwise.
  - (ii) The time allowed for execution and completion of the works or part of the works as specified in the contract, shall be essence of the contract on the part of the Consultant/bidder.
  - (iii) As soon as it becomes apparent to the Consultant/bidder, that the work and/ or portions thereof (required to be completed earlier), cannot be completed within the period(s) stipulated in the contract, or the extended periods granted, he shall forthwith inform the Engineer-in-charge of the reasons for the delay, as also the extra time required to complete the works and / or portions of work, together with justification therefore. In all such cases, whether the delay is attributable to the Consultant/bidder or not, He shall be bound to apply for extension well within the period of completion/ extended period of completion of the whole works and / or portions thereof.

**16. Extension due to modifications**

If any modifications are ordered by the Engineer-in-charge or site conditions actually encountered are such, that in the opinion of the Engineer-in-charge, the magnitude of the work has increased materially, then such extension of the stipulated date of completion may be granted, as shall appear to the Engineer-in-charge to be reasonable and on merits to his entire satisfaction.

**17. Delays not due to Employer**

If the completion of the whole works (or part thereof which as per the contract is required to be completed earlier), is likely to be delayed on account of:

- a. Any force majeure event referred in Clause mentioned earlier or
- b. Any relevant order of court or
- c. Any other event or occurrence which, according to the Engineer-in-charge is not due to the Consultant/bidder's failure or fault, and is beyond his control;

The Engineer-in-charge may grant such extension of the completion period as in his opinion is reasonable.

**18. Delays due to Employer/Engineer-in-charge**

In the event of any failure or delay by the Employer / Engineer-in-charge in fulfilling his obligations under the contract, then such failure or delay, shall in no way affect or vitiate the contract or alter the character thereof, or entitle the Consultant/bidder/bidder to damages or compensation thereof but in any such case, the Engineer-in-charge shall grant such extension or extensions of time to complete the work, as in his opinion is/ are reasonable.

**19. Time to continue to be treated as the essence of contract in spite of extension of time.**

It is an agreed term of the contract that time shall continue to be treated as the essence of

contract on the part of the Consultant/bidder/bidder.

**20. TERMINATION OF CONTRACT DUE TO CONSULTANT/BIDDER'S DEFAULT**

- (i) Conditions leading to termination of contract If the Consultant/bidder becomes bankrupt  
or  
insolvent,  
or,  
makes arrangements with or assignment in favour of his creditor, or agrees to carry out the contract under a committee of inspection of his creditors  
or  
being a company or corporation goes into liquidation by a resolution passed by the Board of Directors/ General Body of the share-holders or as a result of court order (other than voluntary liquidation for the purpose of amalgamation or reconstruction)  
or  
has execution levied on his goods or property or the works,  
or  
assigns or sublets the contract or any part thereof otherwise than as provided for under conditions of this contract,  
or  
abandons the contract,  
or  
persistently disregards instructions of the Engineer-in-Charge or contravenes any provisions of the contract,  
or  
fails to adhere to the agreed programme of work or fails to complete the works or parts of the works within the stipulated or extended period of completion, or is unlikely to complete the whole work or part thereof within time because of poor record of progress;  
or  
fails to take steps to employ competent and / or additional staff and labour,  
or  
promises, offers or gives any bribe, commission, gift or advantage, either himself or through his partners, agents or servants to any officer or employee of the Engineer or the Employer, or to any person on their behalf, in relation to obtaining or execution of this or any other contract with the Employer,  
or  
suppresses or gives wrong information while submitting the tender.

In any such case, the Engineer-in-charge with approval of Engineer on behalf of the Employer may serve the Consultant/bidder with a notice in writing to that effect and if the Consultant/bidder does not, within 7 days after delivery to him of such notice, proceed to make good his default in so far as the same is capable of being made good, and carry on the work or comply with such instructions as aforesaid to the entire satisfaction of the Engineer-in-charge, the Employer shall be entitled after giving 48 hours notice in writing to terminate the contract, as a whole or in part or parts (as may be specified in such notice).

- (ii) In such a case of termination, the Employer/ Engineer-in-charge may adopt the following course.  
Carry out the whole or part of the work from which the Consultant/bidder has been removed by engaging another Consultant/bidder or deployment of technical staff.

**21. Entitlement of Employer/Engineer-in-charge**

In cases described in sub-clause 20(i) above, the Employer/ Engineer-in-charge shall be entitled to:

- a. Forfeit the whole or such portion of the earnest money as he may deem fit, and
- b. Recover from the Consultant/bidder the cost of carrying out the balance work in excess of the sum, which he would have been paid, according to the certificate of the Engineer, if the works had been carried out and completed by the Consultant/bidder under the terms of the contract. Such certificate shall be final and binding upon the Consultant/bidder. The amount to be recovered may be deducted by the Employer/ Engineer-in-charge from any other

moneys due to the Consultant/bidder alone or jointly under this or any other contract.

**22. TERMINATION OF CONTRACT ON EMPLOYER/ ENGINEER-IN-CHARGE ACCOUNT.**

The Employer/Engineer-in-charge shall be entitled to terminate the contract, at any time, should, in the Employer/Engineer-in-charge's opinion, the cessation of works becomes necessary, owing to paucity of funds or due to court orders or from any other cause whatsoever. Notice in writing from the Employer/Engineer-in-charge of such termination and reasons therefore, shall be conclusive evidence thereof.

In case of termination of contract on Employer/Engineer-in-charge account as described above, the claims of the Consultant/bidder towards expenditure incurred by him in the expectation of completing the whole works, shall be admitted and considered for payment as deemed reasonable and are supported by the documents/vouchers etc. to the satisfaction of Employer/Engineer-in-charge.

The decision of the Employer/Engineer-in-charge on the necessity and propriety of such expenditure shall be final and conclusive.

However, the Consultant/bidder shall have no claim to any payment of compensation or otherwise, on account of any profit or advantage which he might have derived from the execution of the work in full but which he could not in consequence of termination of contract under this clause.

**23. Settlement Of Disputes**

All disputes or differences of any kind whatsoever that may arise between the Employer/Engineer-in-charge and the Consultant/bidder in connection with or arising out of the contract or subject matter thereof or the execution of works, whether during the progress of works or after their completion, whether before or after termination of contract shall be settled as under: -

**24. Mutual Settlement**

All such disputes or differences shall in the first place be referred by the Consultant/bidder to the Employer in writing for resolving the same through mutual discussions, negotiations, deliberation etc. associating representatives from both the sides and concerted efforts shall be made for reaching amicable settlement of disputes or differences.

**25. Conciliation/ Arbitration**

In the event of dispute between Engineer-in-charge and the Consultant/bidder, the matter shall be referred to the sole Arbitrator (Superintending Engineer) of GNDU, whose decision shall be final and binding on both parties.

**26. Settlement through Court**

It is a term of this contract that the Consultant/bidder shall not approach any court of Law for settlement of such disputes or differences unless an attempt has first been made by the parties to settle such disputes or differences through clauses mentioned earlier. However no court outside Amritsar Shall have jurisdiction to adjudicate the matter relating to this consultancy job in any way.

**27. No suspension of work**

The Obligations of the Employer, the Engineer and the Consultant/bidder shall not be altered by reasons of conciliation/arbitration being conducted during the progress of works. Neither party shall be entitled to suspend the work on account of conciliation/ arbitration nor payments to the Consultant/bidder shall continue to be made in terms of the contract.

**28. Award to be binding on all parties**

The award of the Sole Arbitrator, unless challenged in court of law, shall be binding on all parties.

**29. Penalty for delay**

Any penalty to be imposed shall be dealt according to prevalent GNDU norms / standard conditions as applicable to the department.

**30. ACTION FOR DEFICIENCY IN SERVICES**

**i) Consultant/bidders liability towards the Client**

Consultant/bidder shall be liable to indemnify the client for any direct loss or damage accrued or likely to accrue due to deficiency in service rendered by him.

**ii) Warning / Debarring**

In addition to the penalty as mentioned above, warning may be issued to the erring consultant/bidders for minor deficiencies. In the case of major deficiencies in the Detailed Project Report involving time and cost overrun and adverse effect on reputation of Engineering Department, other penal action including debarring for certain period may also be initiated as per policy of GNDU.

| ITB Clause Reference | Bid Data Sheet  |             |              |          |                            |  |    |          |                            |  |    |            |                            |
|----------------------|---|-------------|--------------|----------|----------------------------|--|----|----------|----------------------------|--|----|------------|----------------------------|
|                      | The Employers is:<br>Incharge Construction Deptt.,<br>GNDU Amritsar<br>(For and on behalf of Vice Chancellor of University)   |             |              |          |                            |  |    |          |                            |  |    |            |                            |
|                      | The name of the contract is : EOI and RFP for Empanelment of consultant/s for providing MEP consultancy services for centre of interfaith studies and other upcoming construction projects of GNDU Amritsar.  |             |              |          |                            |  |    |          |                            |  |    |            |                            |
|                      | The minimum turn over amount should be Rs. 20 Lacs in any one of the last 5 years.  |             |              |          |                            |  |    |          |                            |  |    |            |                            |
|                      | <p>Technical Experience Criteria Having experienced of satisfactorily completed in the last five (5) years ending last day of month previous to the one in which bids are invited as a prime Contractor (or as a nominated sub Contractor, where the subcontract involved execution of all main items of work described in the bid document, provided further that all other qualification criteria are satisfied)</p> <table border="1"> <tr> <th>Requirement</th><th>MEP Services</th></tr> <tr> <td>One Work</td><td><b>Rs. 50.00 Lacs each</b></td></tr> <tr> <td></td><td>or</td></tr> <tr> <td>Two Work</td><td><b>Rs. 20.00 Lacs each</b></td></tr> <tr> <td></td><td>or</td></tr> <tr> <td>Three Work</td><td><b>Rs. 10.00 Lacs each</b></td></tr> </table> | Requirement | MEP Services | One Work | <b>Rs. 50.00 Lacs each</b> |  | or | Two Work | <b>Rs. 20.00 Lacs each</b> |  | or | Three Work | <b>Rs. 10.00 Lacs each</b> |
| Requirement          | MEP Services  |             |              |          |                            |  |    |          |                            |  |    |            |                            |
| One Work             | <b>Rs. 50.00 Lacs each</b>  |             |              |          |                            |  |    |          |                            |  |    |            |                            |
|                      | or  |             |              |          |                            |  |    |          |                            |  |    |            |                            |
| Two Work             | <b>Rs. 20.00 Lacs each</b>  |             |              |          |                            |  |    |          |                            |  |    |            |                            |
|                      | or  |             |              |          |                            |  |    |          |                            |  |    |            |                            |
| Three Work           | <b>Rs. 10.00 Lacs each</b>  |             |              |          |                            |  |    |          |                            |  |    |            |                            |
|                      | The “similar works” means – Similar work shall mean satisfactory completion of Work of MEP Consultancy Services   |             |              |          |                            |  |    |          |                            |  |    |            |                            |
|                      | The value shall be updated at simple rate of 8% per annum.  |             |              |          |                            |  |    |          |                            |  |    |            |                            |
|                      |   |             |              |          |                            |  |    |          |                            |  |    |            |                            |
|                      | <p>The Pre Bid Meeting will take place at following date, time and place:</p> <p>Date <u>16</u> Month <u>12</u> Year <u>2020</u></p> <p>Time : 9:00 AM</p> <p>Place : O/o Incharge Construction Department, GNDU, Amritsar</p>  |             |              |          |                            |  |    |          |                            |  |    |            |                            |



|  |  |
|--|--|
|  | Address: Incharge Construction Deptt.,<br>GNDU, Amritsar<br>City: Amritsar-143005<br>State: Punjab<br>Telephone No.:<br>Facsimile No.:<br>E-mail address:  |
|  | The Bid Validity period is 120 days  |
|  | A Bid Security (Earnest Money) amounting to Rs. 10,000/- for each work and the same shall be paid in shape of Demand draft from the nationalized Bank drawn in the favour of The Registrar, GNDU Amritsar. |
|  | The bid should be submitted latest by 23-12-2020 4:00 PM (Date & Time)   |
|  | The Technical Bid will be opened in the office of :<br><br>Address : Incharge Construction Deptt.,<br>GNDU Amritsar<br><br>Telephone No. :   |
|  | The Financial Bid shall be opened in the office of :<br><br>Address : Shall be intimated later<br><br>Telephone No. :  |
|  |  |

## F. BID OPENING AND EVALUATION

### 1. BID OPENING

- 1.1 The Engineer shall open the bids and the same shall be evaluated by Consultancy evaluation Committee defined in this RFP. The bids shall be opened in the presence of the Bidders or their representatives who choose to attend at time, date and the place **specified in the BDS** in the manner specified in Clauses. In the event of the specified date of Bid opening being declared a holiday for the Engineer, the Bids will be opened at the appointed time and location on the next working day.
- 1.2 **The Stage-I** containing Technical Bid shall be opened first.
- 1.3 (i) The bids will be taken up for evaluation with respect to the Qualification Information and other information furnished in Stage-I of the bid pursuant to Clause.
- ii) The bidder will be asked in writing (usually within 10 days of opening of the Technical Bid) to clarify or modify his technical bid, if necessary with respect to any rectifiable defects.
- iii) The bidders will respond in not more than 7 days of issue of the clarification letter, which will also indicate the date, time and venue of opening of the Financial Bid.
- iv) On receipt of these clarifications, the Consultancy evaluation committee/Engineer will finalize the list of responsive bidders whose financial bids are eligible for consideration.
- v) Evaluation of the technical bids with respect to qualification information and other information furnished in Stage-I of the bid in pursuant to Clause of ITB, shall be taken up and completed and a list will be drawn up of the responsive bids whose financial bids are eligible for consideration.
- vi) The Employer shall inform, by Post, fax or e-mail, the bidders, whose technical bids are found responsive, date, time and place of opening of Stage-II i.e. Financial Bid or RFP **as stated in the BDS**. In the event of the specified date being declared a holiday for the Employer, the bids will be opened at the appointed time and location on the next working day. The Bidders or their representative may attend the opening of financial bids.
- 1.4 At the time of opening of “Financial Bid”, the names of the bidders who were found responsive in accordance with Clause will be announced. The bids of only these bidders will be opened. The responsive Bidders’ names, the Bid prices, the total amount of each bid, any discounts, and such other details as the Engineer may consider appropriate, will be announced by the Engineer at the time of opening. Any Bid price or discount, which is not read out and recorded, will not be taken into account in Bid Evaluation.
- 1.5 The Engineer shall prepare minutes of the opening of the Financial Bid, including the information disclosed to those present in accordance with Sub-clause

### 2. PROCESS TO BE CONFIDENTIAL

- 2.1 Information relating to the examination, clarification, evaluation, and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any effort by a Bidder to influence the Engineer’s processing the Bids, or award decisions may result in the rejection of his bid.

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## **G. AWARD OF CONTRACT**

### **1. AWARD CRITERIA**

Subject to Clause the competent authority will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding documents and who has offered the evaluated Bid Price.

### **2. EMPLOYER'S RIGHT TO ACCEPT ANY BID AND REJECT ANY OR ALL BIDS**

Notwithstanding Clause, the competent authority reserves the right to accept or reject any Bid, and to cancel the Bidding process and rejects all Bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Employer's action.

### **3. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT**

The Bidder whose bid has been accepted by the competent authority will be notified of the award by the Engineer prior to expiration of the Bid validity period by facsimile or e-mail confirmed by registered letter. This letter (hereinafter and in the **Conditions of Contract** called the "Letter of Acceptance") will state the sum that will be paid to the Contractor in consideration of the execution, completion of Project/Works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

The notification of award will constitute the formation of the Contract,

The agreement will incorporate all relevant correspondence between the Engineer and the successful Bidder. It will be signed within 28 days following the notification of award along with the Letter of Acceptance.

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**Annexure-2****1. DETAILED SCOPE OF WORK****1.1 Broadly the Scope of Services is quantified as follows:****1. MEP Services****Scope for MEP Consultant (Electrical, Plumbing & Fire Fighting and Mechanical (Elevators, Escalators & HVAC System)):**

Provide comprehensive consultancy on all MEP aspects of a project from concept till completion. The scope may include but may not be limited to:-

- 11 kV/ 33 kV/ 66kV/ 132 kV Substation Works comprising of HT Meter, HT Panel, Distribution Transformers, HT/ LT Cables, Bus ducts, LT Panels, Capacitor Panels, Earthing Network etc.
- Internal Electrification Works including UPS
- Solar PV System
- Low Voltage System including LAN (including optical fibre cabling), EPABX/ Telephone, TV System, CCTV, Access Control, Public Address System, Fire Detection & Alarm System, etc.
- HVAC Works (Water Cooled/ Air Cooled/VRV/VRF/ Packaged System/Precision AC/ Split AC/Window AC etc.)
- Lift /Escalators
- Plumbing & Sanitary Works
- Fire Fighting Works
- WTP, STP, ETP, RO, Rain Water harvesting
- Solar Hot Water System
- Hydraulic/Electro -Mechanical Car Parking
- Pneumatic Tube System

| Activity No. | Activity  | Scope of Services in each activity  |
|--------------|---|---|
| <b>1</b>     | <b>PLANNING STAGE (STAGE 1)</b>                     | i. The architectural drawings shall be prepared by the Consultancy wing of Department of Architecture, GNDU, Amritsar.<br>ii. The consultant shall integrate services with the architect plans.<br>iii. Submitting the same for approval from the competent authority.<br>iv. Preparation of concept design for utilities.  |
| <b>2</b>     | <b>Detailed Design Stage (STAGE2)</b>               | i. Preparation of detailed designs of services of Public Health, Electrical & Mechanical services.<br>ii. Submission of detailed estimates/detailed Bill of Quantities for all items interiors, MEP services, Specialized services<br>iii. Preparation of all advices, specifications and schedule of quantities sufficient to prepare estimate of cost   |
| <b>3</b>     | <b>Submission of Amended Advice Stage (STAGE 3)</b> | i. Review and certification of detailed design of each of the constituent components for construction or development within the area under urban design<br>ii. Supplying to the client such further drawings, specifications or details which may be required for proper execution of work<br>iii. Obtaining client approval for any material deviation in design, cost, working drawings, schedule and specifications from the approval scheme |
| <b>4</b>     | <b>Tendering for Construction Stage</b>             | i. Preparation of tender drawings, schedules and specification of materials and workmanship, in sufficient detail to enable to prepare  |

|          |  |   |
|----------|--|---|
|          | <b>(STAGE 4)</b>   | <p>a tender</p> <p>ii. Preparation of Tender document as per requirement of GNDU Amritsar</p> <p>iii. Preparation of Justification of Rates based on prevailing market rates for all items. Rate Analysis to be prepared with supporting quotation from vendors/ OEMs.</p> <p>iv. Attending Pre Bid Meetings &amp; compiling response to queries raised thereon.</p>  |
| <b>5</b> | <b>After Award of Work to executing agency (Stage 5)</b> | <p>i. Preparation and issue of General Arrangement drawings , Shop Drawings &amp; coordinated GFC (Good for Construction) drawings and Technical sheets requiring coordination between civil design features, false ceiling designs, placements of HVAC grills, diffusers, ducts, other HVAC equipment, light fixtures, fans, cable trays, firefighting pipes, sprinklers, fire alarm system and other minor and major equipment..</p> <p>ii. The Consultant Shall be responsible for providing all the technical support in the form of drawings and documents as required and also attend/represent in the meetings held for obtaining NOC (No Objection Certificate); If Mandatory ,from the concerned Regulatory Government Department.</p> <p>iii. Visit site as and when required to ascertain that execution of Electrical &amp; LV works at site complies with Technical Specifications and Schedule of Quantities and provide report/ suggestions to GNDU for necessary action.</p> <p>iv. Witnessing the Testing &amp; Commissioning process of Electrical &amp; LV works and to ascertain that specified design parameters have been achieved.</p> |

*Note :The duties and functions mentioned above are only indicative and not exhaustive. Any other services usually and normally rendered by the Consultant for the said work may be provided as per requirement of GNDU*

- i) The activities shall be taken up in phases as per the advice of Client based on priorities and requirements of Institute and availability of funds.
- ii) The client may review the work carried out by the Consultant/bidder at consultant/bidder planning, detailed engineering or at any pre-constructional stage to get satisfied with the standards and procedures adopted by the Consultant/bidder. It shall be the responsibility of the Consultant/bidder to make available the concerned documents to the client on demand. All the documents shall be submitted in Hard & Soft Copies.
- iii) The broad scope of services is classified in terms of activities.
- iv) The Plan shall include the Schematic Details for External Electrical/ Plumbing/ Sewerage/ Water Supply, Fire Fighting Systems, Fiber Optic Connectivity-IT Infrastructure, Communication Networks, Water (Rain Water harvesting) and Waste Management (STP/ETP) etc. Sustainable Model, Energy Conservation as required as the case may be).

#### 1.2 Time Schedule

The activities in Clause No. 1.1 are basically divided in three stages viz. Pre-construction stage, Construction stage and post-construction stage. The duration of pre-constructional stage is **55 days exclusive of tendering process for the project to be executed** and award of work to working agency. The activities at Clause No. 1.1 to be performed as per the following schedule:

### For each Work/ each Services:

| Activity No. | Activity   | Scope of Services in Each activity  | Duration   |
|--------------|--|---|--|
| 1            | <b>PLANNING STAGE (STAGE 1)</b>                          | As mentioned under scope of services for corresponding activity in table under Para 1.1 | 15 days from the date of letter of award issued to the consultant /bidder. |
| 2            | <b>Detailed Design Stage (STAGE2)</b>                    | As mentioned under scope of services for corresponding activity in table under Para 1.1 | 15 days from the date of clearance of activity at Sr. No. 1 above.         |
| 3            | <b>Submission of Amended Advice Stage (STAGE 3)</b>      | As mentioned under scope of services for corresponding activity in table under Para 1.1 | 10 days from the Date of completion of activity at Sr. No. 2 above         |
| 4            | <b>Tendering for Construction Stage (STAGE 4)</b>        | As mentioned under scope of services for corresponding activity in table under Para 1.1 | 15 days after the completion of activity at Sr. No. 3 above.               |
| 5            | <b>After Award of Work to executing agency (Stage 5)</b> | As mentioned under scope of services for corresponding activity in table under Para 1.1 | 15 days after the completion of activity at Sr. No. 4 above.               |

- i) More than one activity shall be started concurrently as per the schedule of activities as given in Clause No. 1.1, so that the whole pre-constructional activities are performed within stipulated time mentioned in clause 1.2 from date of letter of Award (LOA) or issue of clearance to the consultant/bidder. The allocation of time has been made based on general assessment. The appropriation of time may take place in individual activity. However the time allocated for Pre-construction activities shall be **55 Days** for the stage/ work under consideration.

### 3. RESPONSIBILITY OF THE ASSIGNMENT

- i) The Consultant/bidder shall keep the client informed about the progress of work in his office.
- ii) The Consultant/bidder shall appoint specialized consultant/bidder in consultation with the Client, if necessary.
- iii) The Consultant/bidder shall be responsible for the direction and integration of the consultant/bidders work. The consultant/bidders, however, shall be fully responsible for the calculations, the detailed design/drawings. The Consultant/bidder shall, if requested, make available the design calculations.
- iv) The Consultant/bidder shall supply to the client, free of cost, upto six sets of drawings at different stages.
- v) The Consultant/bidder shall not make any deviations, alteration or omissions form the approved drawings, involving financial implications without prior consent of the client.
- vi) The Consultant/bidder shall exercise all reasonable skill, care and diligence in the discharge of his duties and shall exercise such general superintendence and inspection as may be necessary to ensure that works are being executed in accordance with the conditions of contract.
- vii) No change shall be made in the approved drawings and specifications at site without the consent of the consultant/client.

## **SECTION 2**

### **QUALIFICATION INFORMATION**

## QUALIFICATION INFORMATION

- i. Qualification document as detailed below, complete in all respects, should be submitted as per the stipulations of ITB.

Pre-qualification document contains numbers of forms as follows1.

|                            |   |
|----------------------------|---|
| 1. FORMAT (1-1)            | GENERAL INFORMATION                           |
| 2. FORMAT (1-2)            | STRUCTURE OF ORG                              |
| 3. FORMAT (2-1):           | ANNUAL TURNOVER                               |
| 4. FORMAT (2-2):<br>NATURE | DETAILS OF WORKS OF SIMILAR<br>AND COMPLEXITY |
| 5. FORMAT (2-3):           | PARTICULAR EXPERIENCE<br>RECORD               |
| 6. FORMAT (2-4):           | AVAILABILITY OF PERSONNEL                     |
| 7. FORMAT (2-5):<br>SHEET) | EXISTING COMMITMENT (SUMMARY                  |
| 8. FORMAT (2-6):           | AFFIDAVIT                                     |
| 9. FORMAT (2-7):           | UNDERTAKING-1                                 |
| 10. FORMAT (2-8):          | UNDERTAKING-2                                 |

- ii. If necessary, additional sheets can be added to the schedules. Such attachments should be clearly marked as follows:

‘Attachment 1 to Form (1-2), Attachment 2 to Form (2-5)’ etc.

- iii. While submitting the Qualification Information duly filled in, applicant shall enclose latest copies of brochures of their firms and technical documentation if any giving additional information and proper reference to the brochures.
- iv. Each page of Qualification Information shall be duly signed by the applicant or his authorized representative.
- v. Costs incurred by applicant(s) in making this offer, in providing clarifications or attending discussions, conferences, or site visits shall not be reimbursed by the Employer.
- vi. The enclosed Forms should be filled in completely and all questions should be answered. If any particular query is not relevant, it should be replied as ‘not applicable’.
- vii. Financial data, Project/Work costs, value of works, etc. should be given in Indian Rupees only except for Works carried out abroad for which figures may be furnished in United States Dollars (USD). Deemed Export Project/Works procured against International Competitive Bid, though executed within the country and where the currency of bid/contract is US Dollars or other convertible currency shall be considered as “Works Abroad.”
- viii. If the bid is made by a firm in partnership, it shall be signed by all the partners of the firm along with their full names and current addresses, or by a partner holding the power of attorney for the firm for signing the application. In such a case a certified copy of the power of attorney should accompany the application. A certified copy of the partnership deed, current address of the firm and the full names and current addresses of all the partners of the firm shall also accompany the application.
- ix. If the bid is made by a limited company or a corporation, it shall be signed by a duly authorized person holding the proper/legal and valid authorization for



signing the application, in which case a certified copy of the proper/legal and valid authorization should accompany the application. Such limited company or corporation will be required to furnish satisfactory evidence of its existence like copy of Certificate of Incorporation before the contract is awarded.

- x. The information furnished must be sufficient for the satisfaction of the Employer to show that the bidder is capable in all respects to successfully complete the envisaged work.

**FORMAT (1-1)****GENERAL INFORMATION**

All individual firms and each partner of a joint venture bidding for the Work are requested to complete the information in this form. Nationality information to be provided for all owners or Applicants who are partnerships or individually owned firms.

Following information with regard to the nature of your interests in the Firms may also be provided.

- a) Shareholding pattern or percentage of shares held by the individual partners.
- b) Firms interests in other areas of business
- c) If, they represent a group of companies all the relevant details. Where the Applicant proposes to use named Sub-Contractor(s) for critical components of the works, or for work contents in excess of 10 percent of the value of the whole works, the following information should also be supplied for the Sub-Contractor(s).

|    |   |
|----|---|
| 1. | Name of firm<br><br>Place of incorporation / registration<br><br>Year of incorporation / registration |
| 2. | Head / Registered office Address<br><br>Telephone nos.<br><br>Fax, e-mail                             |
| 3. | Name of Contact Person (s) Correspondence Address Telephones<br><br>Fax, e-mail<br><br>E-mail         |

| Nationality of Owners (*) |      |             |
|---------------------------|------|-------------|
|                           | Name | Nationality |
| 1.                        |      |             |
| 2.                        |      |             |
| 3.                        |      |             |

(\*) To be completed by all owners of partnerships or individually owned firms.

(Applicant/Bidder)

**FORMAT (1-2)****STRUCTURE AND ORGANIZATION**

| S.N | Description   | Firm-A                                      | Firm-B | Firm-C |
|-----|---|---|--------|--------|
| 1   | 2   | 3   | 4      | 5      |
|     |   | In case of Consortium fill all three column |        |        |
| 1.  | The Bidder is   |   |        |        |
|     | (a) An individual<br>(b) a Proprietary firm<br>(c) a firm in Partnership<br>(d) a Limited Company or Corporation  |   |        |        |
| 2.  | Attach the Organization Chart showing the structure of the organization including the name of the Directors, position of directors, position of officers. |   |        |        |
| 3.  | Name of authorized person if any  |   |        |        |
| 4.  | PAN (Attach Copy)   |   |        |        |
| 5.  | Particular of Registration with various GNDU bodies (attach attested photocopy)   |   |        |        |
| 6.  | Copy of registration of firms/associated firm (as partner or employee) with Council of Architecture   |   |        |        |
| 7.  | No. of years of experience:   |   |        |        |
|     | (a) As a Prime Consultant (Consultant shouldering major responsibility)   |   |        |        |
|     | i) In own country   |   |        |        |
|     | ii) other countries (specify country)   |   |        |        |
|     | (b) In a Joint Venture  |   |        |        |
|     | i) in own country   |   |        |        |
|     | ii) other countries (specify country)   |   |        |        |
|     | (c) As Sub-Contractor (specify main Contractor)   |   |        |        |
|     | i) in own country   |   |        |        |
|     | ii) Other countries (specify country)   |   |        |        |
| 8.  | For how many years has your organization been in business of similar works under its present name?  |   |        |        |
| 9.  | Have you ever left the work awarded to you incomplete? (If so, give name of Project/Work and reasons for not completing the work).                        |   |        |        |
| 10. | In which fields of similar work, do you claim specialization and interest   |   |        |        |

|     |  |  |  |  |
|-----|--|--|--|--|
| 11. | Give details of your experience in similar works.  |  |  |  |
| 12. | 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.           |  |  |  |
| 13. | Has the bidder or any of his constituent partners in case of partner in case of partnership firm, ever been debarred/black-listed for tendering in any Organization at any time? If so give details. |  |  |  |
| 14. | Has a bidder or any constituent partner in case of partnership firm ever been convicted by the court of law? If so give details.   |  |  |  |
| 15. | Document confirming that the bidder has at least one of the team members as being an ECBC expert / design professional certified from PEDDA and should have knowledge of Punjab ECBC.                |  |  |  |
| 16. | Drawings*/Master Plan*/landscape Plan*, if any   |  |  |  |
| 17. | Any other information considered necessary but not included above  |  |  |  |

**(Applicant/Bidder)**

**FORMAT 2-1****ANNUAL TURNOVER**

|                            |
|----------------------------|
| <b>Name of Applicant :</b> |
|----------------------------|

*All individual firms and all partners of a joint venture are required to complete the information in this form. The information supplied shall be the annual turnover of the Applicant (or each member of a joint venture), in terms of the amounts billed to clients for each year for work in progress or completed. Applicants should enclose testimonials (certified copies of annual reports, certificates) in support of their claim.*

**ANNUAL TURNOVER DATA**

(From similar Works only)

| Sr. No. | Financial Year         | Turnover (Rs.) In case of Consortium fill all three column |        |        |                        |
|---------|------------------------|--|--------|--------|------------------------|
|         |                        | Firm-A   | Firm-B | Firm-C | Total of all the firms |
| 1.      | 2                      | 3  | 4      | 5      | 6                      |
| 1.      | Financial Year 2019-20 |  |        |        |                        |
| 2.      | Financial Year 2018-19 |  |        |        |                        |
| 3.      | Financial Year 2017-18 |  |        |        |                        |
| 4.      | Financial Year 2016-17 |  |        |        |                        |
| 5.      | Financial Year 2015-16 |  |        |        |                        |

**Note:** In case of turnovers in foreign currency, the figures are to be given in relevant currency and Figures in INR may be worked out as per SBI Foreign Currency selling rates prevalent on 31.03.2020

(Applicant/Bidder)

**FORMAT 2-2**

Experience on Similar Works (may use copies of format for more than one work)

**Name of Applicant:**

*All individual firms are requested to complete the information in this form. **Applicants should enclose testimonials/ Clients' certificates in support of their claim.** (In case of contract value in foreign currency, the figures are to be given in relevant currency and Figures in INR may be worked out as per SBI Foreign Currency selling rates prevalent on 1.04.2019).*

|     |   |                       |   |
|-----|---|-----------------------|---|
| 1.  | Identification Number of Contract   |                       |   |
|     | Name of Contract  |                       |   |
|     | Location of works   |                       |   |
|     | Type of works: Roads/Bridges/Airport/Railways/ Tunneling or others(Specify)   |                       |   |
|     | Country   |                       |   |
| 2.  | Name of Employer  |                       |   |
| 3.  | Employer's address (Give telephone and fax, e-mail no.)   |                       |   |
| 4.  | Nature of works and special features relevant to the Contract for which the Applicant wishes to pre-qualify                         |                       |   |
| 5.  | (tick one)<br>Prime Contractor Partner in a Joint Venture Sub- Contractor   |                       |   |
| 6.  | Value of the total contract   |                       |   |
| 7.  | Date of award   |                       |   |
| 8.  | Date of Completion  |                       |   |
| 9.  | Contract duration (years and months)  |                       |   |
| 10. | Specified requirements  |                       |   |
| 11. | Were there any penalties/fines/stop notice/compensation/liquidated damage imposed? (Yes or No) If yes, give amount and explanation. |                       |   |
| 12. | Performance Report :  |                       |   |
|     | 1)  | Quality of Work       | Very Good, Good / Satisfactory, Fair , Poor |
|     | 2)  | Financial soundness   | Very Good, Good / Satisfactory, Fair , Poor |
|     | 3)  | Technical Proficiency | Very Good, Good / Satisfactory, Fair , Poor |
|     | 4)  | Resourcefulness       | Very Good, Good / Satisfactory, Fair , Poor |
|     | 5)  | General behavior      | Very Good, Good / Satisfactory, Fair , Poor |

Maximum value of Similar works executed in any one year during the last five (5) years (updated to the price level of the year indicated in RFP) =

**(Applicant/Bidder)**

**FORMAT 2-3**

| <b>DETAILS OF SIMILAR CLASS EXPERIENCE / COMPLETED DURING THE LAST FIVE YEARS ENDING LAST DAY OF THE MONTH</b> |  |   |   |   |                                      |                                  |  |   |  |                |
|--|--|---|---|---|--------------------------------------|----------------------------------|--|---|--|----------------|
| <b>S. No.</b>  | <b>Name of work / project and location</b> | <b>Owner or sponsoring organization</b> | <b>Cost of work in crores of rupees</b> | <b>Date of commencement as per contract</b> | <b>Stipulated date of completion</b> | <b>Actual date of completion</b> | <b>Whether performance report as per Form 'E-1' attached ( Yes/No)</b> | <b>Litigation / arbitration cases pending / in progress with details*</b> | <b>Name and address/ telephone number of officer to whom reference may be made</b> | <b>Remarks</b> |
| 1  | 2  | 3                                       | 4                                       | 5   | 6                                    | 7                                | 8.   | 9   | 10   | 11             |
|  |  |   |   |   |                                      |                                  |  |   |  |                |
|  |  |   |   |   |                                      |                                  |  |   |  |                |
|  |  |   |   |   |                                      |                                  |  |   |  |                |
|  |  |   |   |   |                                      |                                  |  |   |  |                |
|  |  |   |   |   |                                      |                                  |  |   |  |                |

\*Indicate gross amount claimed and amount awarded by the Arbitrator.  
For details attached separate sheet.

SIGNATURE OF BIDDER

## FORMAT 2-4

| DETAILS OF TECHNICAL & ADMINISTRATIVE PERSONNEL TO BE EMPLOYED FOR THE WORK |             |              |                                |      |                |   |  |         |
|---|-------------|--------------|--------------------------------|------|----------------|---|--|---------|
| S. No.  | Designation | Total Number | Number available for this work | Name | Qualifications | Professional experience and details of work carried out | How these would be involved in this work | Remarks |
| 1   | 2           | 3            | 4                              | 5    | 6              | 7   | 8  | 9       |
|   |             |              |                                |      |                |   |  |         |
|   |             |              |                                |      |                |   |  |         |
|   |             |              |                                |      |                |   |  |         |
|   |             |              |                                |      |                |   |  |         |
|   |             |              |                                |      |                |   |  |         |
|   |             |              |                                |      |                |   |  |         |
|   |             |              |                                |      |                |   |  |         |
|   |             |              |                                |      |                |   |  |         |
|   |             |              |                                |      |                |   |  |         |
|   |             |              |                                |      |                |   |  |         |

(Applicant/Bidder)



## FORMAT (2-5)

## SUMMARY SHEET

Current Contract commitments / works in progress Name of the Applicant:

*Applicants should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for Agency approaching completion, but for which an unqualified, full completion certificate has yet to be issued. In case of contract value in foreign currency, the figures are to be given in relevant currency and Figures in INR may be worked out as per SBI Foreign Currency selling rates prevalent on 31-03-2020*

| S. No. | Name of work / project and location | Contract No & Date | Owner or sponsoring organization | Cost of work in crores of rupees | Date of commencement as per contract | Stipulated date of completion | Up to date percentage progress of work | Slow progress if any, and reasons thereof | Name and address/ telephone number of officer to whom reference may be made | Remarks |
|--------|-------------------------------------|--------------------|----------------------------------|----------------------------------|--------------------------------------|-------------------------------|--|---|---|---------|
| 1      | 2                                   | 3                  | 4                                | 5                                | 6                                    | 7                             | 8.                                     | 9   | 10  | 11      |
|        |                                     |                    |                                  |                                  |                                      |                               |  |   |   |         |
|        |                                     |                    |                                  |                                  |                                      |                               |  |   |   |         |
|        |                                     |                    |                                  |                                  |                                      |                               |  |   |   |         |
|        |                                     |                    |                                  |                                  |                                      |                               |  |   |   |         |
|        |                                     |                    |                                  |                                  |                                      |                               |  |   |   |         |
|        |                                     |                    |                                  |                                  |                                      |                               |  |   |   |         |

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

SIGNATURE OF BIDDER

Total value of expected value of work to be carried out during completion period of this Project/Work

FORMAT 2-6

**AFFIDAVIT / Declaration**

**SPECIMEN PROFORMA FOR THE AFFIDAVIT TO BE SUBMITTED BY THE APPLICANT  
ALONG WITH OTHER POST-QUALIFICATION DOCUMENTS.**

I, \_\_\_\_\_ S/o Sh. \_\_\_\_\_ authorized representative of  
\_\_\_\_\_ with its office at \_\_\_\_\_ solemnly affirm and declare as  
under on behalf of the firm:-

1. I/ We in the name and style of \_\_\_\_\_ had applied for the post-qualification for the works for the **Expression of Interest for Empanelment of a Consultant for Providing MEP Consultancy Services for centre of interfaith studies and other upcoming construction projects of GNDU Amritsar.**
2. The undersigned hereby certify that there are no criminal proceedings pending/ ongoing in any court of law regarding any construction project executed by me/us.
3. I/ We undertake and confirm that eligible similar works(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/ we shall be debarred for tendering in GNDU contracts 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.
4. The undersigned hereby certify that all the documents and information submitted with the tender/Bid are 'True' & I/We stands fully responsible as per law for their genuineness and correctness.

Place: \_\_\_\_\_  
Dated: \_\_\_\_\_

Authorized Signatory of  
firm/Deponent

**VERIFICATION:**

I the above named signatory/deponent do hereby solemnly affirm & declare that the contents of this affidavit are true to the best of my knowledge & nothing has been concealed therein.

Place: \_\_\_\_\_  
Dated: \_\_\_\_\_

Authorized Signatory of  
firm/Deponent

**FORMAT 2-7**

**UNDERTAKING-1**

I, the undersigned do hereby undertake that our firm M/s .....  
.....  
..... would invest a  
minimum cash upto 25% during implementation of the Contract.

(Signed by an Authorized Person of the Firm) Title of Authorized Person  
Name of Firm Date

**FORMAT 2-8**  
**UNDERTAKING-2**

I, the undersigned do hereby undertake that our firm  
M/S ..... agree  
to abide by this bid for a period.....days for the date fixed for receiving the  
same and it shall be binding on us and may be accepted at any time before the expiration of  
that period.

(Signed by the Authorized Person of the Firm)

(Title of the Person)

## **SECTION 3**

### **GENERAL CONDITIONS OF CONTRACT**

### General Conditions of Contract

#### 1. Definitions

- 1.1 'APPROVAL' shall mean and include the written consent, either manuscript, type written or printed statement, under signature or seal, as the case may be, given from time to time by the Govt. Of Punjab/GNDU Amritsar or their authorized representative on documents, drawings or other particulars in relation to this Agreement.
- 1.2 "CLIENT" shall mean the GNDU.
- 1.3 "CONSULTANT/BIDDER" is the firm/ person appointed by the Client for preparation of Working Drawings; iv) Estimates; v) Bid documents; vi) Technical Specification; vii) Bill of quantities and all connected ancillary works which should confirm to accepted standards. Client shall have superintendence over the work of the Consultant/bidder.
- 1.4 'COMMENCEMENT DATE OF CONTRACT' with reference to the consultant/bidder
- 1.5 Contract shall mean the date of written orders issued by the Client to the consultant/bidder to start the Work.
- 1.6 'COMPLETION PERIOD' shall mean the period from the commencement date of Award to Consultant/bidder to physical completion of the last work of the last stage by the work's contract.
- 1.7 'CONTRACT' shall mean the AGREEMENT including all exhibits hereto and all documents herein specified and amendments which both the parties may hereafter agree in writing to be made to this Agreement.
- 1.8 'COORDINATING OFFICER' shall mean the officer nominated by the Client or his representative as the case may be to whom all the matters related to the Project shall be referred to by the Consultant/bidder for views, decisions, correspondences, approvals etc as per Scope of Services of the Contract and who shall provide and communicate such views, decisions, correspondences, approvals etc to the Consultant/bidder on behalf of the Client.
- 1.9 'DRAWINGS' shall mean and include building and sketches showing plans, sections, design details related to the projects together with modification and/ or revisions thereto as desired by the Client.
- 1.10 'MONTH' shall mean calendar month.
- 1.11 'PHYSICAL COMPLETION' with reference to Works Contract shall mean readiness of the project except in minor works, which does not prevent use/ occupation of the project by the Client for the purpose for which the projects have been designed.
- 1.12 'PROJECT or WORKS' shall mean the building projects of the Client comprising of Civil, Public Health & Electrical works of building including internal & external electrification, sewerage, drainage, other allied services etc.
- 1.13 'SERVICES' shall mean the responsibilities to be discharged by the Consultant/bidder for fulfilling the obligations under this Agreement.
- 1.14 'SPECIFICATIONS' shall mean and include schedules, detailed descriptions, statement of technical data, performance characteristics, standards as applicable and specified in the Work's Contract and to be read and supplemented with PWD (B&R), PUNJAB specifications/ other applicable specifications and as required by the Client.
- 1.15 'SUB-CONSULTANT/BIDDER' shall mean any agency engaged by the Consultant/bidder for providing any of the services wherever deemed to be necessary for the successful completion of the projects.
- 1.16 'VENDOR' means any agency/ firm appointed by the Client for supply of materials/ equipment for the project.

- 1.17 'WORDS' in the singular include the plural and vice versa.
- 1.18 'WRITING' includes matter either in whole or in part, in manuscript, typewritten, lithographed, cyclostyled, photographed or printed under or over signature or seal as the case may be.
- 1.19 **Reference Standards for Services** The Consultant/bidder is required to provide services based on extant rules, local bye-laws, applicable standards and sound engineering practices. The reference of standards is detailed below for application in services of Consultant/bidder. The Consultant/bidder shall also refer the other required standard documents in case they are not mentioned below.
- 1.20 **Design and preparation of drawings, detailed estimation etc shall be according to the following OR THEIR LATEST VERSIONS:**
- National Building Code, latest edition.
  - IS: 1893 (latest edition).
  - IS: 13920 (latest edition).
  - IS: 13828 (latest edition).
  - Other applicable standards connected with the scope of work.
  - Sound Engineering Practice for detailed estimation.
  - Punjab Energy Conservation Building Code.
  - Electricity rules.
  - MHRD/ NIT Guidelines for Space Requirements (if any).
  - NQAS, National Quality Accreditation standards.
  - NABH: National Accreditation Board of Hospitals.
- 1.21 **Preparation of Bill of Quantities etc.** **DELETED**
- 1.22 **Preparation of Bid Documents** **DELETED**
- 1.23 **Force Majeure**
- If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, serious loss or damage by fire, explosions, epidemics, strikes, lockouts or acts of God (hereinafter, referred to events) provided, notice of the happening of any such event is given by either party to the other within 10 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance/ delay in performance, and works under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Client as to whether the works have been so resumed or not shall be final and conclusive, PROVIDED FURTHER that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may at its option terminate the contract by giving notice to the other party.
- 1.24 **Notice**
- Any notice to be given hereunder will be sent by registered post/ courier/ hand receipt at the last known head office address of the "Consultant" and shall be deemed to have been served at the time at which the letter would be delivered in the ordinary course of post.

**1.25 Fairness and Good Faith****a. Good Faith**

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

**b. Operation of the Contract**

The Parties recognize that it is impractical in this contract to provide for every contingency which may arise during the life of the Contract and the parties hereby agree that it is their intention that this contract shall operate fairly as between them and without detriment to the interest of either of them and that, if during the term of this contract either party believes that this contract is operating unfairly, the parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness but failure to agree on any action pursuant to this clause shall give rise to a dispute subject to Arbitration to be dealt as per relevant clause.

**1.26 Obligations of Consultant/bidder**

- 1.26.1 Consultant/bidder/ Sub-Consultant/bidder shall carry all modifications as desired by Client.
- 1.26.2 Consultant/bidder shall supply detailed computations and back-up of design sheets to Client.
- 1.26.3 Consultant/bidder shall be appointed by the Client. However, Consultant/bidder shall work under the superintendence of the client. The stage/ final payment to the Consultant/bidder shall be released by the Client.
- 1.26.4 During construction phase, the Consultant/bidder shall supply 6 (six) sets of all Good for Construction Drawings of all the services structures on A-3 size sheets or of bigger size if required by GNDU, like drainage, sewerage, water supply, fire fighting, roads &, internal and external electrification, AC, rain water harvesting, fire fighting, LAN/WAN, communication and public address system, acoustics, sound/ thermal insulation etc. to client department as per schedule.
- 1.26.5 The co-ordination drawing may be required during execution of the work to ensure integrated construction of all the components. It is the responsibility of the Consultant/bidder to prepare the additional drawings required for proper execution of the works which may be visualized during construction work.

**1.27 Obligation of client**

- 1.27.1 The client shall provide the copy of Plan of Site, Concept, detailed Architecture drawings and structure drawing only available with them.
- 1.27.2 The client shall provide all required inputs about the utilities and functional requirements of the buildings to optimize the plan.

**1.28 General****1.28.1 Adequacy of Design**

The services to be rendered by Consultant/bidder shall be based on National Building Code, relevant applicable codes of Bureau of Indian Standards and sound engineering practices. Major decision and specifications shall be reviewed by the Client to the extent desired. Approval of any design/ drawing by Client shall however not absolve the Consultant/bidder of their responsibilities regarding the adequacy of design and proper functioning of the works. The Consultant/bidder shall be fully responsible for the adequacy, accuracy and quality of entire services performed by them in accordance with accepted standards of



safety, environment protection, rain water harvesting, public health and energy efficiency.

**1.28.2 Additions and Alterations**

The Client shall have the right to request in writing about changes, additions, modifications or deletions in the design and drawing of any part of the work and to request in writing additional work in connection therewith and the Consultant/bidder shall comply with such requests after the final Building and Services Plans are made and approved.

**1.28.3 Foreclosure of contract**

The Client reserve the right for foreclosure of contract without assigning any reason whatsoever. The payments in the event of foreclosure of contract shall be restricted to the amount defined/ stated for each activity independently and in the event of such termination, the Consultant/bidder shall be entitled to all such fee for the services rendered and liable to refund the excess payment if any made to him over and above what is due in terms of this agreement on the date of termination and the Employer may make full use of all or any of the drawings prepared by the Consultant/bidder.

**1.28.4 Rescinding of contract**

In the event of failure on the part of the Consultant/bidder to complete work in time or to the complete satisfaction of the Client or in the event of committing breach of any one or more of terms and conditions of the Agreement, Client shall be entitled to rescind this contract without prejudice to its right to claim damages or remedies under the law. The period of notice to be given to rescind the contract will be 30 days and in the event of such termination, Consultant/bidder shall be liable to refund the excess payment if any made to him over and above due to him on the date of termination and Client will be entitled to make full use of all or any of the drawings/ documents prepared by Consultant/bidder. In such case Client shall have power to engage another Consultant/bidder to carry out the balance work debiting the excess amount if any so paid to Consultant/bidder. Consultant/bidder shall pay to Client on demand, such excess expenditure within 30 days of issue of notice failing which Consultant/bidder shall be debarred from consultancy jobs of Client in future besides taking other course of action under law to recover such amount.

**1.28.5 Copyright/ proprietary right**

The drawings, design, plan, related details prepared and acquired by the Consultant/bidder for the work entrusted to him under this agreement will become the property of the Client. The drawings, design, plan, related details cannot be issued to any other person, firm or authority or used by the Consultant/bidder for any other project without prior permission of the Client. However the drawings and design can be utilized by Client for other works and Consultant/bidder shall not have any objection whatsoever.

**1.28.6 Contract Agreement**

After acceptance of bid a formal contract agreement shall be executed on a non judicial stamp paper of Rs. 100/- (Rupees One hundred only), the cost of the same shall be borne by the Consultant/bidder.

**1.28.7 Site Meetings**

The site meetings shall be held during execution of the work with the employer, consultant/bidder to sort out any clarification or to take any missing information in connection with the work. The meetings may be convened by the Client as per the need. However, at least one routine meeting shall be held in two months.

**1.28.8 Site supervision / monitoring of the project**

The representatives of consultant will vigil on the work Consultant representative required

to visit site from time to time when required/ whenever called to ensure the compliance of the co-ordinate drawing. **The cost on the deployment of the representative will be borne by the Consultant/bidder.**

1.28.9 **Compensation for Error/ Variation**

The Consultant/bidder is responsible for making realistic detailed estimate and Bill of Quantities (BOQ) based on the drawings. The unrealistic estimation of quantities results in undue litigation during construction phase. **The Consultant/bidder shall be required to pay compensation to the client for unrealistic and wrong estimation of quantities meant for BOQ. The amount of compensation shall be decided by GNDU.** However for minor variation in quantities (maximum up to plus/minus 25%) with respect to drawings, no compensation shall be imposed on Consultant/bidder. The amount of compensation shall not exceed more than 10% of the fee of the Consultant/bidder.

2. In the event of dispute between Engineer-in-charge and the Consultant/bidder, the matter shall be referred to the sole Arbitrator (Superintending Engineer) to be appointed by GNDU, whose decision shall be final and binding on both parties.
3. The fee once accepted shall not be increased at any stage.

## **SECTION 4**

### **CONTRACT DATA**

### Contract Data

Name of the Project/Work : EOI and RFP for Empanelment of consultant for providing MEP consultancy services for centre of interfaith studies and other upcoming construction projects of GNDU Amritsar

Contract Identification No. : .....

*The Contract Data hereunder pertains to some specific, but in no way exhaustive, information on the Project/Work. The bidders are required to study and account for this data in conjunction to various other Sections of the Document. GCC stands for 'General Conditions of Contract'.*

| Conditions  |   | Data  |   |
|---|---|---|---|
| Employer’s name and address.  |   | Name: Incharge Construction Deptt.<br>GNDU, Amritsar.<br><i>for and on behalf of</i><br>Registrar GNDU, Amritsar.<br><br>Address: Incharge Construction Deptt.<br>GNDU, Amritsar. |   |
| Authorized representative of the Employer ( Engineer-in-Charge)     |   |   |   |
| Architectural Services  | Civil Engineering works   | PH Engineering works  | Electrical Engineering works                          |
| Consultancy Wing<br>Department of Architecture<br>GNDU, Amritsar    | Incharge Construction<br>Department<br>GNDU, Amritsar   | Incharge Construction<br>Department<br>GNDU, Amritsar   | Incharge Construction<br>Department<br>GNDU, Amritsar |
| Defect Liability Period.  | It is <u>One</u> year from the date of completion.  |   |   |
| Start Date.   | The start date shall be from the date of issue of the allotment letter by the Incharge Construction |   |   |
| Intended Date of Completion.  | As per RFP  |   |   |
| Additional document that also form part of contract.                | As per agreement  |   |   |
| The law which applies to the Contract.                              | The Law of the Union of India and the language shall be English                                     |   |   |
|   | Date of Award Contract  |   |   |
| The Site possession dates are:                                      |   |   |   |
| The Period for Submission of the Programme for approval of Engineer | 15 days from the issue of Letter of Acceptance.   |   |   |
| The currency of the   | Indian Rupees   |   |   |

## **SECTION 5**

### **FORM OF BID & SCHEDULE OF PAYMENTS**

**PREAMBLE**

1. The rates and prices shall be quoted entirely in Indian Currency.
2. Agency will quote the price for the entire scope of work.

**BILL OF QUANTITIES**

| <b>Tender Inviting Authority :- Incharge, GNDU, Amritsar</b>   |   |          |
|--|---|----------|
| <b>Name of work :-</b> EOI and RFP for empanelment of consultant for providing MEP consultancy services for centre of interfaith studies and other upcoming construction projects of GNDU Amritsar |   |          |
| <b>Name of Bidder/Bidding /Firm/Company</b>  |   |          |
| <b>Price Schedule</b>  |   |          |
| Description of item.   | Rate to be quoted by the Agency<br>(in %age of the total estimated cost of the MEP Component of the project ) |          |
|  | In figures  | In words |
| MEP Services consultancy fee   |   |          |

**Signature of Bidder**

- In case of discrepancy among rates in figures and rates in words, the rates in words shall be considered.
- To avoid the discrepancy the bidders are advised to fill this format in excel sheet with macros enabled.

## SCHEDULE OF PAYMENT

### PREAMBLE

1. The method of measurement of completed work for payment shall be in accordance stage wise schedule of payment

#### 1.1 Stages of Payment of Consultant/bidder Consultancy Services Fee:

The following stage of payment shall be maintained:

| Activity No. | Activity   | Scope of Services in Each activity  | Payment Percentage                    |
|--------------|--|---|---------------------------------------|
| 1            | <b>PLANNING STAGE (STAGE 1)</b>                          | As mentioned under scope of services for corresponding activity in table under Para 1.1 | <b>30%</b> of the total accepted fee. |
| 2            | <b>Detailed Design Stage (STAGE2)</b>                    | As mentioned under scope of services for corresponding activity in table under Para 1.1 | <b>30%</b> of the total accepted fee. |
| 3            | <b>Submission of Amended Advice Stage (STAGE 3)</b>      | As mentioned under scope of services for corresponding activity in table under Para 1.1 |                                       |
| 4            | <b>Tendering for Construction Stage (STAGE 4)</b>        | As mentioned under scope of services for corresponding activity in table under Para 1.1 | <b>20%</b> of the total accepted fee. |
| 5            | <b>After Award of Work to executing agency (Stage 5)</b> | As mentioned under scope of services for corresponding activity in table under Para 1.1 | <b>20%</b> of the total accepted fee. |

The stage/ final payment to the Consultant/bidder shall be released by the Engineer after complete satisfaction of the Employer .

- i) The consultant/bidder shall quote its rates as per RFP.
- ii) The statutory deductions i.e., income tax or other applicable taxes shall be deducted from the consultant's bill as per existing rules.
- iii) The **remaining security deducted** of Fee shall be paid upon completion of the project to the satisfaction of Employer and Engineer-in-charge.
- iv) The client shall have the right to request in writing for additions, alterations, modifications or deletions (within a specified limit) in the design and drawing of any part of the work. The Consultant/bidder shall comply with such requests without any extra cost.
- v) Consultant/bidder shall not make any material deviation, alteration, addition to or omission from the work shown and described in the contract document except without first obtaining the written consent of the Employer.

The percentage as provided in this schedule for payment on pro rate basis shall be allowed.

**FORM OF BID (LETTER OF TRANSMITTAL)**

***Description of Work: EOI and RFP for Empanelment of consultant for providing MEP consultancy services for centre of interfaith studies and other upcoming construction projects of GNDU Amritsar***

**BID**

To Incharge Construction Deptt.  
GNDU, Amritsar

1. I/We offer to execute the works described above and remedy any defects therein in conformity with the Conditions of Contract, specification and Addenda for the sum (s) as quoted by me/us in the i.e. Bill of Quantities.
2. I/We undertake if our Bid is accepted to commence the works as soon as is reasonably possible after the receipt of the Engineer's notice to commence, and to complete the whole of the works comprised of the works comprised in the contract within the time stated in the document.
3. I/We agree to abide by this Bid for the period of 120 days from the date fixed for receiving the same, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. Unless and until a formal agreement is prepared and executed this Bid together with your written acceptance thereof, shall constitute a binding contract between us.
5. I/We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this \_\_\_\_\_ day of

\_\_\_\_\_ 2020

Signature of the Bidder \_\_\_\_\_ in the capacity of \_\_\_\_\_

duly authorized to sign bids for and on behalf of \_\_\_\_\_ (in block capitals or typed)

Address \_\_\_\_\_

Witness \_\_\_\_\_

Address \_\_\_\_\_

Occupation \_\_\_\_\_



## **SECTION 6**

### **SECURITIES AND OTHER FORMS**

## LETTER OF ACCEPTANCE

(Date)

To,

\_\_\_\_\_ (name and address of the Contractor)

\_\_\_\_\_

Dear Sirs,

This is to notify that your bid dated ..... for execution of the .....  
Name of the contract and identification number as given in the instructions to the bidders) for the  
contract price of Rupees ..... (.....) (amount in words  
and figures) as corrected and modified in accordance with the Instructions to Bidders is hereby  
accepted.

Yours Faithfully,

**Authorized Signature Name  
& title of Signatory**

**AGREEMENT FORM****AGREEMENT**

This agreement made the \_\_\_\_\_ day of \_\_\_\_\_ between \_\_\_\_\_ (name and address of Employer) (hereinafter called "the Employer") and (Name and address of agency) hereinafter called "the agency" or the other part.

Whereas, the Employer is desirous that the agency do \_\_\_\_\_ (hereinafter called "the consultancy works") and the Employer has accepted the bid by the agency for the consultancy and completion of such works and the remedying of any defects therein, at a cost of Rs .....

**NOW THIS AGREEMENT WITNESSETH as follows:**

1. In this agreement, works and expression shall have the same meanings as are respectively assigned to them in the conditions of contract (hereinafter referred to and they shall be deemed to form and be read and construed as part of this agreement.
2. In consideration of the payments to be made by the employer to the contractor as hereinafter mentioned, the Contractor hereby covenants with the employer to execute and complete the works and remedy and defects therein in conformity in all aspects with the provisions of the contract.
3. The employer hereby covenants to pay the agency in consideration of the completion of the works and the remedying the defects wherein contract price or such other sum as may become payable under the provisos of the RFP at the times and in the manner prescribed by the RFP.
4. The following documents shall be deemed to form and be ready and construed as part of this agreement Viz.
  - a) Letter of acceptance
  - b) Notice to proceed with the works.
  - c) Condition of contract: General and Conditions of Contract
  - d) Contract Data
  - e) Site plan
  - f) Price bid
  - g) Contractor's bid and
  - h) Any other documents listed in the contract data as forming part of the contract:

In witnessed whereof the parties there to have caused this agreement to be executed the day and year first before written.

The common seal of \_\_\_\_\_ was hereinto affixed in the presence of:

Signed, sealed and delivered by the said \_\_\_\_\_

in the presence of:

Binding signature of the authorized representative Employer \_\_\_\_\_

Binding Signature of agency \_\_\_\_\_

**To be signed by the bidder and same signatory competent / authorized to sign the relevant contract on behalf of Governor of Punjab**

**INTEGRITY AGREEMENT**

This Integrity Agreement is made at ..... on this.....day of..... 20.....

**BETWEEN**

**Incharge Construction Deptt. on the behalf of Registrar GNDU, Amritsar.**

(Hereinafter referred as the)

**‘Employer’**,) which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

**AND**

.....  
(Name and Address of the Individual/firm/Company)

through..... (Hereinafter referred to as the (Details of duly authorized signatory)

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

**Preamble**

WHEREAS the **Employer** has floated the Tender (NIT No. ....) (hereinafter referred to as **“Tender/Bid”**) and intends to award, under laid down organizational procedure, contract for **Expression of Interest for Empanelment of MEP Consultant for centre of interfaith studies and other upcoming construction projects of GNDU, Amritsar** hereinafter referred to as the **“Contract”**.

AND WHEREAS the Employer 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 Contractor(s).

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

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

**Article 1: Commitment of the Employer**

- 1) The Employer commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - (a) No employee of the Employer, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - (b) The Employer will, during the Tender process, treat all Bidder(s) with equity and reason. The Employer will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
  - (c) The Employer shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- 2) If the Employer 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 Employer 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)/Contractor(s)**

- 1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the GNDU / Department all suspected acts of **fraud or corruption or Coercion or Collusion** of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- 2) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in

the Tender process and during the Contract execution:

- a) The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Employer's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the Contract.
- b) The Bidder(s)/Contractor(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)/Contractor(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 competition or personal gain), or pass on to others, any information or documents provided by the Employer as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/Contractor(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 tender but not both. Further, in cases where an agent participate in a tender 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 tender for the same item.
- e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- 3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 4) The Bidder(s)/Contractor(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 GNDU interests.**
- 5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

### **Article 3: Consequences of Breach**

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

- i) If the Bidder(s)/Contractor(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 Employer after giving 14 days notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Employer. **Such exclusion may be forever or for a limited period as decided by the Employer.**
- ii) **Forfeiture of EMD :** If the Employer has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the

right to terminate/determine the Contract according to Article 3(1), the Employer apart from exercising any legal rights that may have accrued to the Employer, may in its considered opinion forfeit the entire amount of Earnest Money Deposit and Security Deposit of the Bidder/Consultant.

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

**Article 4: Previous Transgression**

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

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

- i) The Bidder shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Sub agency /sub-vendors.
- ii) The Employer will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- iii) The Employer will disqualify Bidders, who do not submit, the duly signed Pact between the Employer and the bidder, along with the Tender or violate its provisions at any stage of the Tender process.

**Article 6- Duration of the Pact**

This Pact begins when both the parties have legally signed it. It expires for the agency till completion of work under the contract of execution at site.

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

**Article 7- Other Provisions**

- i) This Pact is subject to Indian Law, place of performance and jurisdiction is the Head quarters of the Division of the Employer, who has floated the Tender.
- ii) Changes and supplements need to be made in writing. Side agreements have not been made.
- iii) If the agency 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 resolution.
- iv) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- v) 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 employer in accordance with this

**Article 8- LEGAL AND PRIOR RIGHTS**

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

Pact at the place and date first above mentioned in the presence of following Witnesses:

.....

(For and on behalf of Employer)

.....

(For and on behalf of Bidder/agency)

WITNESSES:

1.....

(Signature, name and address)

2.....

**Place:**

**Dated :**

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## **SECTION 7**

### **DOCUMENTS TO BE FURNISHED BY BIDDER**