



भारतीय लघु उद्योग विकास बैंक  
SMALL INDUSTRIES DEVELOPMENT BANK OF INDIA

Request for Proposal  
for  
Consultancy Services for Architectural, Structural and Interior Designing for  
“Construction of SIDBI Training Institute  
at Plot No-7/8, Sector-7,  
Gomti Nagar Extension, Lucknow”

टेंडर सं. / Tender No.	314/2020/1500/HO1/PREMISES
टेंडर जारी करने की तिथि / Tender Issue Date	20/09/2019
बोली जमा करनी की अंतिम तिथि / Last date for bid submission	14/10/2019

**Issued by:**

महाप्रबन्धक, परिसर विभाग भारतीय लघु उद्योग विकास बैंक स्वावलंबन भवन ,11-सी ,जी ब्लॉक, बांद्रा कुर्ला कॉम्प्लेक्स ,(.पू) बांद्रा , मुम्बई 400051 –	General Manager, Premises Vertical Small Industries Development Bank of India Swavlamban Bhavan, C-11, 'G' Block, Bandra Kurla Complex, Bandra (E), <b>Mumbai - 400 051</b>
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### निविदा महत्वपूर्ण सूचना / Bid Critical Information

RFP No : 314/2020/1500/HO1/PREMISES dated September 20, 2019

क्र.सं./ S.No.	कार्यक्रम/ Events	तिथि/ Date	समय/ Time
1	पूर्व-बोली बैठक के लिए स्पष्टीकरण की मांग की अंतिम तिथि/ Last date for seeking clarifications for pre-bid meeting	28/09/2019	सायं 5:00 बजे तक By 05:00 PM
2	पूर्व - बोली बैठक (पूर्व-बोली बैठक के बाद कोई भी स्पष्टीकरण नहीं दिया जाएगा)/ Pre Bid meeting ( <i>no clarifications would be given after pre-bid meeting</i> )	30/09/2019	सायं 15:00 बजे At 15:00 hrs
3	बोली जमा करने की अंतिम तिथि/ Last date for submission of bids	14/10/2019	सायं 15:00 बजे At 15:00 hrs
4	बोली जमा करने का पता / Address for Bid Submission		
	महाप्रबंधक, परिसर उदभाग, भारतीय लघु उद्योग विकास बैंक स्वावलंबन भवन, प्लॉट नंबर सी -11, 'जी' ब्लॉक, बांद्रा कुर्ला कॉम्प्लेक्स, बांद्रा (पूर्व), मुंबई - 400051 फोन: 022-67531236, 67221516	General Manager, Premises Vertical, SWAVALAMBAN BHAVAN, Plot No. C-11, 'G' Block, Bandra Kurla Complex, Bandra (East), Mumbai - 400051 Phone: 022-67531236, 67221516	
5	न्यूनतम व तकनीकी बोली खोलने की तिथि व समय/ Date & Time of Opening of Minimum Eligibility bid	14/10/2019	सायं 15:00 बजे At 15:00 hrs
6	धरोहर राशि Earnest Money Deposit (EMD)	` 1,00,000/-	

7	वाणिज्यिक बोली खोलने की तिथि व समय/ Date and time of opening of commercial bids	बाद में सूचित किया जाएगा To be intimated at a later date
8	बोली के वैधता/ Bid Validity	बोली जमा करने की अंतिम तिथि से 90 दिन तक / 90 days from the last date of bid submission.
9	Presentations to be made by bidders/ बोलीदाताओं द्वारा की जाने वाली प्रस्तुतियाँ	बाद में सूचित किया जाएगा To be intimated at a later date
10	Contact details of SIDBI officials / सिडबी अधिकारियों के संपर्क विवरण	
	Manas R. Hati, DGM 0522-4261633, <a href="mailto:manashati@sidbi.in">manashati@sidbi.in</a>	Prashanth Samalla 022-67221516, <a href="mailto:prashanths@sidbi.in">prashanths@sidbi.in</a>
11	Independent External Monitor (IEM) appointed by the CVC	Shri. Ashok Sinha, (IAS retd.) 13 Yayati, Sect-58A, Nerul (West), Palm Beach Road, Navi Mumbai - 400706 Mob : 98218440414 e-mail : asinha51@gmail.com

**Note:**

1. SIDBI reserves the right to change dates without assigning any reasons thereof. Intimation of the same shall be notified on the Bank's website.
2. This bid document is not transferable.
3. If a holiday is declared on the dates mentioned above, the bids shall be received / opened on the next working day at the same time specified above and at the same venue unless communicated otherwise.

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## **SECTION-1**

### **NOTICE INVITING TENDER**

1. Small Industries Development Bank of India (SIDBI) ("the Bank") invites Prequalification applications cum tender bids in a two cover system (Technical and Price bid) for selection Consultant Firm for Architectural works, to provide consultancy for specialized components such as structural design, MEP designs, HVAC, CCTV, Fire-fighting and alarm systems, Griha inputs, IGBC, energy efficient design, audio-video and acoustical designs etc as required as per scope of consultancy work for Bank's new plot area of 3784.3 sq.mt. at Plot no-7/8, Sector-7, Gomti Nagar Extension, Lucknow, Uttar Pradesh. CPWD (Central Public Works Department) has been appointed as PMC (Project Management Consultant) for the said project on deposit basis.
2. Time for completion of construction works shall be 24 Months (Pre-construction 03 Months + during and post construction 21 Months). However the consultant shall be associated with the work till completion of construction of the work or as decided by the Bank.
3. The last date for submission of Tender is **October 14, 2019 by 3:00 p.m.**
4. The above application cum tender will be valid for a period of 90 days from last date of submission of Tender viz. **October 14, 2019.**
5. The above application cum tender document can be downloaded from Bank's website viz. [www.sidbi.in](http://www.sidbi.in) and [www.eprocure.gov.in](http://www.eprocure.gov.in) in Notices & Tenders. Corrigendum(a), Addendum(da), if any, would appear only on the above website. No separate press advertisement will be issued.
6. The application cum tender document duly completed in all respects giving the aforesaid information is required to be addressed to the officer as indicated below and should be enclosed in a sealed cover super scribing in the top left hand corner of the cover as "**Providing Consultancy Services for Architectural, Structural and Interior Designing for "Construction of SIDBI Training Institute at Plot No-7/8, Sector-7, Gomti Nagar Extension, Lucknow"**" and dropped in the tender box kept for the purpose on or before **3.00 p.m. on October 14, 2019**. The sealed cover to be addressed to:  
  
**General Manager (Premises),  
SWAVALAMBAN BHAVAN, Plot No. C-11, 'G' Block, Bandra Kurla Complex,  
Bandra (East), Mumbai - 400051, Maharashtra,  
Phone No: 022-67531100**
7. The sealed cover should necessarily be dropped in the tender box only kept on above location for the above purpose. The Bank would not be responsible in case the tender is handed over or submitted in person to any official/person in the office.
8. Canvassing in connection with the tender is strictly prohibited, and such canvassed tenders submitted by the contractor will be liable to be rejected.



Request for Proposal for Consultancy Services for Architectural, Structural and Interior Designing  
for “Construction of SIDBI Training Institute at Plot No-7/8, Sector-7, Gomti Nagar Extension, Lucknow”

The Bank reserves the right to reject any application cum tender without assigning any reason thereof and to restrict the list of bidders to any number as deemed suitable, if too many applications/tenders are received satisfying the basic pre-qualification criteria. Bank also has the right to reject all the applications and to go in for re-advertisement without assigning any reason thereof.

For any clarification the applicants may contact at telephone Nos. :- **022-67531100/1190.**

Mumbai  
Date- 10/08/2019

S/d  
General Manager (Premises)

## **SECTION-2**

### **INSTRUCTIONS TO APPLICANTS/TENDERERS**

1. Applications cum tenders are required to be submitted giving full details about the organization, experience, technical personnel in the organization, proven competence to handle major works, in-house computer aided design facilities, etc. in the enclosed proforma, which will be kept confidential. Applicants should ensure submission of all the documents/certificates, supporting work experience, value of works executed/on hand etc. duly signed by respective clients / owners of the projects. In case of completed works, completion certificate from the clients shall be treated as valid proof.
2. As the time is the essence of the project, the ability and competence of the Applicant/Tenderer to render required services within the specified time frame, will be a major factor while deciding the selection of the Architect for award of work.
3. The Application cum tender document shall be signed by the person/s on behalf of the organization having necessary Authorization / Power of Attorney to do so. Each page of the application cum tender document including any corrigendum, addendum, etc. shall be signed (Copy of Power of Attorney / Memorandum of Association shall be furnished along with the application cum tender document).
4. If the space in the Proforma is insufficient for furnishing full details, such information may be supplemented on a separate sheet stating therein the part of the Proforma and with serial number. Separate sheets shall be used for each part of the application cum tender format duly signed by the authorised signatory.
5. While filling up the application with regard to the list of important projects completed or in hand, the Applicant/Tenderer shall only include those works which individually cost not less than the specified value as mentioned in the selection criteria (Section-3 of this Tender document).
6. The Applicant/Tenderer should assign task for the above project to one qualified Graduate Architect having adequate experience in planning/ designing and execution of building works from a regular establishment with not less than 10 years' experience. The above Architect should be always available for consultation/furnishing required help to complete the work within the timeframe provided by the Bank.
7. The Applicant/Tenderer must read the terms and conditions of the tender carefully and should submit the bid only if eligible and having possession of all the required documents.
8. The Applicant/Tenderer must ensure to quote the fee in lump sum basis. The fee shall not be quoted in percentage basis.
9. The Applicant/Tenderer is required to quote strictly as per the terms and conditions, specifications, standards given in the tender documents and not to stipulate any deviations.
10. Set of Tender Documents :  
The following documents will constitute as a Technical Bid:
  - a) Notice Inviting Tender

- b) EMD in form of demand draft of ₹ 1,00,000/- in favour of the "SIDBI, Mumbai" payable at Mumbai from any Nationalized Bank will be submitted along with technical bid. The tender without processing fee and EMD shall be summarily rejected.
- c) Instruction to Applicants/Tenderers.
- d) Selection Criteria
- e) Scope of Services to be offered
- f) Brief Method /Stage of payment
- g) Forms/ Annexure
- h) List of the documents to be submitted in hard copy along with Technical Bid :
  - (i) Affidavit (in original) for correctness of Documents / Information.
  - (ii) Letter of Acceptance of Tender Conditions.
  - (iii) Certificate of Chartered Accountant towards Turn Over (in Original) for last three financial years.
  - (iv) Certificates from the Clients towards satisfactory completion of projects executed by the Applicant/Tenderer which are in line with prequalification criteria.
  - (v) Registration certificate from the council of Architects.

**The Financial/ Price Bid (to be enclosed in a separate cover)**

- 11. The Applicant/Tenderers are advised to submit complete details along with their bids. The Technical Bid evaluation will be done on the basis of the documents submitted. The information should be submitted in the prescribed Proforma. Bids with incomplete / ambiguous information will be rejected.
- 12. Date of start of work shall be reckoned from 7<sup>th</sup> day after the issue of the work order by the Bank.
- 13. **Design concept presentation will be held within 21 days from** the last date of submission of application cum tender or the date notified for the purpose by the Bank. Only those Bidders who meet the prequalification criteria as per stage-I (as mentioned in Section -3 S.No.2) will be informed through e-mail or otherwise for Design Concept presentation. The date of opening of financial Bid shall be informed to the shortlisted Bidders separately.
- 14. The selected firm shall be required to execute an agreement with the Bank in the prescribed proforma before start of the work.
- 15. The application cum tender document have to be submitted in a prescribed format in two cover system viz. **Technical and Price bid** in two separate covers super scribed as 'Technical Bid' (Annexure (I to XI) along with EMD and 'Price Bid' along with other details etc. as laid down in the enclosed Annexures. Both the above sealed covers one named as 'Technical bid' and the other 'Price bid' should be placed in a third sealed cover super scribed with the legend "**Providing Consultancy Services for Architectural, structural and Interior Designing for "Construction of SIDBI Training Institute at Plot No-7/8, Sector-7, Gomti Nagar Extension, Lucknow"**" and dropped in the tender box kept for the purpose on or before **3:00 p.m. on October 14, 2019.**
- 16. A Pre-bid Meeting will be held on **September 30, 2019 at 11.30 A.M.** on 5th floor, SWAVALAMBAN BHAVAN, Plot No. C-11, 'G' Block, Bandra Kurla Complex, Bandra (East), Mumbai - 400051, Maharashtra. Last date for receiving application form in the prescribed format is **October 14, 2019 up to 3.00 P.M.** at the office address as mentioned below:

**General Manager (Premises),  
SWAVALAMBAN BHAVAN, Plot No. C-11, 'G' Block, Bandra Kurla Complex,  
Bandra (East), Mumbai - 400051, Maharashtra,**



**Phone No: 022-67531100**

17. The Bank may provide necessary inputs to the Applicants/Tenderers as and when required to sort out clarifications during working days as mentioned at S.No.19 above. However, the Bank does not assume any responsibility for any loss or financial damages on account of use of such information by Applicants/Tenderers and hence they are advised to collect their own information for preparation, submission of bids & execution of services after award of work. The Applicant/Tenderer shall be responsible for obtaining license and permits for required statutory approvals to carry out the services when awarded the work.
18. Decision of the Bank in regard to selection of the Architect shall be final and the Bank is not bound to assign any reason thereof.
19. Pre-Contract Integrity Pact (IP) : IP is an agreement between the prospective vendors / bidders and the buyer committing the persons / officials of both the parties not to exercise any corrupt influence on any aspect of the contract. The bidder must submit signed Pre-Contract Integrity Pact (IP) as per the format at Annexure-I on a non-judicial stamp paper of requisite value (to be borne by the bidder) applicable at the place of its execution.

Signature of the Applicant/Tenderer with seal Date:

Place:

### Section -3

#### SELECTION CRITERIA:-

1. The selection criteria for Architect will be completed in two stages. In Stage-I, the credentials will be verified as per prequalification criteria as per the tender document and the Applicants/Tenderers satisfying the prequalifying criteria will qualify for Stage –II. Such shortlisted Applicants/Tenderers in Stage-II will be required to make **Design Concepts presentation to the Screening Committee appointed by the Bank**. The Committee will shortlist maximum 4 Applicants/Tenderers in order of merit for opening of the Price Bids. The final selection will be based on the lowest financial bid received for the project.

#### 2. The Selection criteria applicable for Stage-I:

**Initial Eligibility Criteria:** Consultant(s) who fulfil the following requirements shall be eligible for bidding: **Joint ventures/consortium are not accepted.**

- (A) The Consultant(s) should have satisfactorily completed at least
- (i) Two similar consultancy works each involving project costing not less than **Rs. 29.50 Cr. or more**
  - OR
  - (ii) One similar consultancy work involving project costing not less than **Rs.47.20 Cr.**

During last 05 (five) years ending previous day of last date of submission of bid.

- **Similar work means "Architectural, Structural, MEP, Interior design Consultancy for Educational/Research/Training Institutes/ Office buildings. At least one of the eligible works should be of Comprehensive Architectural, Structural & MEP Design Consultancy for Educational/Research/Training Institutes/ Office building certified as a green building from the concerned rating agencies"**
  - **"Satisfactorily Completed Consultancy work" shall mean completion of construction of project for which consultancy assignment has been executed without any delay/cost escalation. However, if consultant has been debarred/blacklisted by the client w.r.t such work, such work shall not be considered for bidder's eligibility.**
  - **In case of works of private owners other than central/state Govt., Central/State autonomous undertakings, they shall submit T.D.S. certificates issued by respective clients in support of payments received from them against such work.**
  - **Bidder should not be debarred/blacklisted by any Government department/organization/PSU as on the last date of submission of bids.**
- (B) The bidder should have an average annual Financial Turnover (Gross) on consultancy works of minimum **Rs. 22.50 Lakh** during three consecutive years out of last 5 financial years **ending March 2019. Balance sheets of the bidder's company should be duly audited by Chartered Accountant upto March 2019.** The year, in which no turnover is shown, would also be considered for working out average.
- (C) The Consultant(s) should be an Indian consultancy firm and should be registered with the council of Architecture or the consultant should have employed Architects registered with council of Architecture.

The consultant(s) should have in-house architectural capabilities with minimum experience of 10 years or the consultant should have employed Architects with minimum experience of 10 years and on regular employment with the consultant for minimum 5 years. The years of experience of an architect shall be counted from date of registration with council of architecture. For architect(s) employed by consultant/bidder, employment certificate shall be submitted by bidder in form of appointment letter and Form 16 of the employee for last 5 years or more.

(D) Any other document as per requirement of this bid documents.

3. The consultant shall associate with him specialized sub consultant(s) except for Architectural works, to provide consultancy for specialized components such as structural design, MEP designs, HVAC, CCTV, Firefighting and alarm systems, Griha inputs, energy efficient design, audio-video and acoustical designs etc as required as per scope of consultancy work. The appointment of sub consultant(s) by the consultant shall be with the prior approval of the Bank. The performance /output of such sub-consultant must be the sole responsibility of the Architect. The sub-consultant(s) for the each component should have completed at least two similar works of costing 60% of that particular component or one similar work costing 80% of that particular component during the last 7 years. The cost of sub-component as assessed by Bank shall be final. However, the consultant shall submit detailed calculations to Bank for working out the cost. The Bank reserves the right to reject Or change during the course of the project any sub consultant /firm proposed to be engaged by the consultant without assigning any reason. Fee payable to sub consultant(s) hired by bidder shall be inclusive in rates quoted for consultancy fee by the bidder and nothing extra on this account shall be payable to the bidder during execution of consultancy contract. The Terms and conditions for appointment of sub consultant(s) or in-house capabilities for design of specialized sub components shall be as detailed in this bid document under relevant clause.

**The consultant should have his own office in India for proper and timely execution of work and set up his local office in Lucknow/NCR during execution. However no allowance for his visits and stay in Lucknow shall be paid to the consultant by the Bank.**

The intending Bidder must read the terms and conditions of the bid document carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.

This notice inviting Bid shall form a part of the contract document. The successful Bidder, on acceptance of his Bid by the Accepting Authority shall sign the contract within 07 days from the stipulated date of start of the work.

Information and instructions for bidders posted on website shall form part of bid documents. The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed, scope of work and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website [www.SIDBI.in](http://www.SIDBI.in) or [www.eprocure.gov.in](http://www.eprocure.gov.in) free of cost.

#### 4. Documents required for verification of credentials in Stage-I :

- (i) Certificate of Financial Turn Over: At the time of submission of tender, the Applicant/Tenderer shall submit Affidavit/ Certificate from Chartered Accountant mentioning financial turnover of last 3 financial years or its balance sheet for 3 years period.
- (ii) The past experience in similar nature of work should be supported by completion certificates issued by Government/PSU/PSBs/Semi Government agencies in respect of the works awarded by them. In case the work experience is of Private sector, the completion certificate shall be supported with copies of work orders and copies of corresponding TDS certificate (Form 16 A).
- (iii) The Applicant/Tenderer (Architect/Firm) should have valid license from statutory authority viz. Council of Architects to render Architectural services and in this regard copies of valid registration and license to be provided.
- (iv) The Applicant/Tenderer should have adequate number of qualified Architects, Engineers and other personnel on their payroll/ establishment and should also have tie up arrangements with reputed registered and licensed consultant/service providers for Structural, Sanitary and Water Supply,

Electrical, Air Conditioners, Fire Alarm services etc. The details of such services/arrangements should be provided.

**5. The Selection criteria applicable for Stage-II viz. Final selection will be as follows:**

The shortlisted Applicants/Tenderers meeting pre-qualification/ selection criteria as mentioned in Stage-I will be required to make presentation of design concepts to the Selection/ Screening Committee based on the design brief provided by the Bank. A sum of Rs. 20,000 (Rupees Twenty Thousand only) will be paid for the efforts/time spent by the Applicants/Tenderers qualified in Stage-I for preparation of such presentation. All such presentations/drawings received from the Architect will be the property of the Bank.

**6. Submission of Design briefs/documents by Shortlisted Applicants/Tenderers in Stage –I-**

In order to make analysis of presentation/design concepts by Screening Committee, the following details/briefs should be submitted to Bank’s office a week before the date presentation :

- a. Hardcopy & softcopy of the proposed interior decoration / furnishing of office area.
- b. Proposed material with details of cost, why chosen etc. - 150 words
- c. Cost benefit analysis taking into consideration its cost & life.
- d. Durability, Serviceability, Eco-friendly aspects and product life cycle cost - 100 words
- e. Availability and method of construction - 50 words
- f. Time period for preparation of final plan and item rate detailed estimate.
- g. Time period required for execution after award of the work.
- h. Approximate estimated cost.

**7. Presentation (Audio Visual):**

The shortlisted Applicant/tenderer will have to give design presentation and the venue and time for presentation shall be intimated separately to the shortlisted Applicants/Tenderers (stage-I). Intending Bidders are advised to inspect and examine the site at Plot no-7/8, Serctor-7, Gomti Nagar Extension, Lucknow, Uttar Pradesh and its surroundings and satisfy themselves before submitting their bids as to the nature of the ground and sub- soil (so far as is practicable), the form and nature of the site, 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 bid. A Bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. It is advised that the above Applicants/Tenderers should familiarize themselves with local conditions of Banks plot at Plot no-7/8, Serctor-7, Gomti Nagar Extension, Lucknow, Uttar Pradesh before submitting their proposal/design concepts for presentation. The Committee will focus on the technical parameters viz. Design and optimum utilization of office space, Eco friendly materials proposed and their availability etc., Architectural features – perspective view / 3D view etc.

The Screening Committee will evaluate the Presentation based on the following main criteria:

S.No.	Broad criteria Technical Parameters for selection
1	<u>Design concept</u> Architectural feature Innovations in terms of design, smart building concepts with all modern amenities and use of state of the art technology Color scheme of internal walls, flooring, ceiling, paneling etc.

	Preliminary layout plan and effective space utilization Other amenities
2	<b><u>Preparation of 3D presentation</u></b>
3	<b><u>Clarity of overall presentation</u></b> in terms of concept, experience, innovative ideas etc.
4	<b><u>Experience in completion of green buildings (certified by LEED/GRIHA)</u></b> Energy Efficient & Green Building features, Disable friendly
5	<b><u>Project Execution:</u></b> a) Capability / Experience in Coordination with CPWD in handling large projects, Proposed Time estimate, Bar chart for completion of the project. Road map for monitoring and controlling the project in terms of Quality, Cost and time etc.  b) Experience in replying to CVC queries, compliance of the observations etc.

The Screening Committee will evaluate the offers received on the basis of broad technical parameters as mentioned above. Site visits, if required, will be undertaken by the Committee which needs to be facilitated by the Applicants/Tenderers qualified in Stage-I. Depending upon the response, presentations, maximum 04 (Four) Applicants/Tenderers will be shortlisted for opening of their Price Bids. The shortlisted architects are advised visit the site at Lucknow before preparing the layout & presentations to the Screening Committee.

**Signature of the Applicant/Tenderer**

**with seal**

**Date:**

**Place:**

## **SECTION-4**

### **BRIEF PARTICULARS OF THE PROJECT AND BROAD SCOPE OF CONSULTANCY JOB**

#### **1 SALIENT FEATURES OF THE WORK**

**1.1 Name of Work : Consultancy Services for Architecture, structural and interior designing for "Construction of SIDBI Training Institute at Plot No-7/8 , Sector-7, Gomti Nagar Extension, Lucknow."**

**1.2 Details of the Project :-**

**Project Brief: SIDBI Training Institute is to be constructed on Plot No-7/8 , Sector-7, Gomti Nagar Extension, Lucknow.**

Details of the plot like Area of Plot, estimated time of completion of the project:

- Plot Area :3784.3 Sqmt
- FAR/FSI granted: 2
- Ground coverage allowed(max): 40% for the plot by LDA (Lucknow Development Authority)

**1.3** The purpose of the architectural design is to provide a stimulating environment for institute having state of the art training infrastructure, accommodation for participant and visiting faculty, lounge for rest, library, workout facilities, natural terrace garden and other allied facilities etc.

**1.4** The purpose is to design a conceptual model for the Training Institute of SIDBI which is a smart, intelligent eco-Institute connected through a callable, rhizomatic, smart network built for superior performance and agility to absorb unforeseen changes in handling and operability

**1.5** Brief requirements of the building are as under:

**Building should have following facilities:**

- I. Multipurpose hall 500 seater with stage**
- II. Double height entrance lobby and porch**
- III. Ramps at GF for accessibility for Differently able persons**
- IV. VIP lounge, Lift lobby and toilets**

- V. **Board room for about 30 persons and Conference room for about 55 persons**
- VI. **Smart Class rooms- 4 Nos with capacity of 36-40 persons in each class room, office.**
- VII. **Dining hall with capacity of about 120 seats, Kitchen, Store, Gymnasium, waiting lobby and Library.**
- VIII. **4 Nos dormitories of capacities of about 40 beds with common ladies and gent's toilets.**
- IX. **Guest house of capacities of 20 VIP rooms with attached toilet and dress area and store linen room.**
- X. **Basement: Services, car parking and 2 no's toilets.**

1.6 The building so designed should be adaptable to modifications and future extensions.

1.7 Internal & external services should be envisaged for the building so as to have minimum cost, minimum maintenance and lowest consumption of energy, water & electricity.

1.8 The proposed building design should be amenable to latest systems of construction technologies for enabling repeatability and fast track Construction whilst keeping in mind green material usage and lower energy consumption in the proposed building.

1.9 The components/provisions elaborated above are tentative & shall be finalized jointly by client, CPWD and the consultant keeping into consideration functional requirement, mandatory by-laws & norms, sound engineering practices & cost factors etc.

1.10 Building design shall be proposed by Consultant based on available FAR, functional synergy and ease, cost consideration and building foot print optimization. Consultant proposal shall be examined by client and CPWD. The consultant shall incorporate modification in his proposal as per their advice for final approval of the design proposal.

## 2 SCOPE OF CONSULTANCY JOB

### 2.1 Brief Scope of Job

The consultant(s) shall provide comprehensive consultancy services planning & design of **Construction of SIDBI Training Institute is Plot No-7/8 , Sector-7, Gomti Nagar Extension, Lucknow (UP)**, complete design and drawings for architectural, interior, structural, MEP, HVAC / centralize cooling system designs, firefighting and alarm systems, CCTV, Intranet networking, Solar power generations / solar water heater system, Acoustic designs, external development work, landscaping & horticulture, furniture layout, drainage network sewerage system, recycling of water, external civil & electrical services, road network, and any other design inputs for finalization of project. This scope of work shall also include statutory and local bodies approval, if required, detailed design & drawings including taking approvals from proof consultant/Bank, BIM modeling of buildings including services, detailed project cost estimation, detailed project report, bid documents including specifications of items etc. The design of building(s) should meet requirement of 3 star GRIHA rating and provisions for conservation of energy and water through energy efficient & water conservation design features and specifications. The Consultant shall be associated till completion of the Work.

### 2.2 Architectural Planning and design

2.2.1 Interact with Bank to assess the exact requirement for **Construction of SIDBI Training Institute** for complete Architectural Design of work Structures.

2.2.2 The Architectural & Interior plans/designs shall incorporate/meet following minimum provisions:

- Meet the functional needs including requisite capacity of occupation. Planning of all civil and electrical services including firefighting and air conditioning, acoustics, interiors, furniture etc.
- Should be energy efficient and comply GRIHA norms.
- Should possess features and forms of proposed buildings and other feature of the campus to express ethos of SIDBI and should present a unique identity.
- Should also incorporate local architectural features, materials, art and culture in the proposed design.
- Should be cost effective in construction cost.
- Should be gel with local topographical features and climatic conditions of the site
- Should have provision for recycling of water, wastes and available resources.

2.2.3 The Consultant shall prepare the drawings as per the local Bye Laws.

2.2.4 The architectural design shall be carried in the terms of specifications of latest CPWD norms, National Building Code norms, BIS Codes and CPWD Disability Act Guidelines etc.

2.2.5 Preparation of Building wise Floor plans in 1: 200 or 1: 100 or any other scale as per prior approval of the CPWD.

2.2.6 Preparation of Elevations, Sections

2.2.7 Preparation of Typical details in 1: 50 or any other scale as per prior approval of the CPWD.

2.2.8 **BIMS** model of all buildings including all services.

## 2.3 Structural design

2.3.1 Interact with Bank & CPWD and assess the exact requirement for complete Structural Design of "**Construction of SIDBI Training Institute at Plot No-7/8 , Sector-7, Gomti Nagar Extension, Lucknow (UP).**"

2.3.2 The Structural designs shall incorporate/meet following minimum provisions:

- Preparation of framing plan and design basis report.
- Complete Detailed Structural design & drawings of foundations, columns, Beams, lintels, chajjas, slabs, water tanks, stairs, retaining walls, load bearing walls, trusses, drains, service ducts, culverts, roads and any other structural component required for completion of work.
- Incorporate latest technologies such as precast structures, prestressed structure, monolithic structure in design, light gauge cold form steel structures, composite steel structure as per requirement & directions of Bnak.
- Conventional RCC framed structure and/or steel or steel frame structure shall be adopted where latest technology is not cost effective and not feasible for this project.
- The design should be cost effective while being structurally safe and sound in compliance



of latest BIS codal provisions.

- 2.3.3 The structural design shall be carried out in terms of latest editions (with up-to-date correction/amendment/errata) of BIS Codes (Bureau of Indian Standards), CPWD norms and as desired by the Bank.
- 2.3.4 The Proof checking** of the Structural Design & Drawings shall be carried out from IITs /NITs /Govt. Engineering Colleges or any other agency appointed by the Bank. The fee for proof checking shall be borne by the Bank. **Proof consultant shall be appointed by the Bank separately.**
- 2.3.5 The consultant will co-ordinate with Proof consultant as and when required and will get the proof checking of Structural Design / Drawings as per the direction of Engineer-in-charge. Consultant shall comply with the observations of the proof consultant(s) and if required shall have to redesign/modify the design and drawings and get the design / drawings approved from the proof consultant(s) at each stage i.e. design philosophy, concept plans, GFC stage.
- 2.3.6 Submission of 3 sets of all design calculations and 8 sets of drawings in hard copies to the CPWD by the consultant. Soft copies of design and drawings shall also be submitted to CPWD.

## 2.4 Energy Efficiency Requirements:

The required internal & external services with minimum cost, minimum maintenance and lowest consumption of energy, water & electricity should be envisaged for the building.

Usage of Sustainable Planning criteria to develop a green building is proposed so as to comply standards equivalent to Three (3) star GRIHA rated building.

The buildings will set new standards in energy efficiency adapted to the composite climate. They shall integrate energy conservation, enable water and waste recycling, and reduce embodied energy to achieve life cycle advantages.

The building proposed to be developed should be amenable to latest systems of construction technologies for enabling repeatability and fast track Construction whilst keeping in mind a green material usage and lower energy consumption in the building.

## 2.5 Services and Miscellaneous works

- 2.5.1 Design and drawings of all the services (as per requirement of the building) like water supply/plumbing, sanitary design, sewerage system, rainwater drainage & conservation, disabled friendly corridors, Signage, Landscaping, Fire Alarm & fire fighting, LAN wiring, HVAC, Projector & Multimedia, Stage lighting, public address & sound system, Lifts, Exterior and interior lighting, Internal Electrical Installation, Electric substation, Power supply & Distribution system, DG Set for essential load, acoustics, furniture & furnishing, kitchen equipments, energy efficient building design, disable friendly building design, CCTV system etc. and all essential services required for satisfactory completion of project and getting necessary approvals from Bank/local bodies/Proof consultants, wherever required.
- 2.5.2 **One** combined integrated drawing of all services will be prepared. (For internal & external services separately). For services being laid in false ceiling, an integrated plan of all services will also be prepared to avoid interference from each other.
- 2.5.3 Internal and external signage's Plan & Design.

## 2.6 Virtual Models and Animated Walk through

- 2.6.1 Provide Virtual Model(s) to scale 1:200 of the building.
- 2.6.2 **Provide** 6 sets of colored 3D views of the building from minimum 4 angles. He will also provide soft copies of these 3D views.
- 2.6.3 Preparation and submission of animated walk through for the buildings highlighting all unique features of the building.

## 2.7 Approval From local Authorities

- 2.7.1 The consultant shall submit as per rules all necessary drawings & details required for statutory approval to the local authorities and environmental clearance if required from State / Central Pollution Control Board obtain the same. Preparation of all submission drawings (any numbers) / materials and models according to size/scale for local bodies.
- 2.7.2 The consultant shall obtain, all statutory approval as per rules of 'Completion Plan' from all local authorities for occupation of the buildings after completion of construction works. Preparation of all submission drawings (any numbers)/ materials and models for these approvals.
- 2.7.3 All statutory and local bodies approval shall be taken by Consultant. **All statutory payments required for these approvals from local authorities shall be made by the Client/CPWD.**

## 2.8 Specifications

- 2.8.1 Submission of details of doors, windows, civil and electrical fittings & fixtures, flooring types & patterns, painting details and other finishing item details.
- 2.8.2 Submission of Technical Specification for civil works, electrical works / services/ equipments, furniture, furnishing etc. for all items.

## 2.9 Estimate and Costing

- 2.9.1 **Preparation of Preliminary Project cost estimate(s)** for the entire scope of the work involved based on applicable Plinth Area Rates and Market rates for non-schedule items as per the prescribed format of CPWD.
- 2.9.2 **Preparation of detailed cost estimate(s)** of the entire scope of the work by considering individual/group of buildings/structures, Civil Services/Electrical Services/ Services/ Furniture/ Landscaping etc., based on Latest CPWD Delhi Schedule of Rates (DSR) in the prescribed format. The Detailed Estimates having details of measurement, BOQ, draft Bid document, analysis of rates, quotations for Market Rates of various items, specifications etc. shall have to be prepared and submitted by the consultant to the Bank for formal approval.

Two copies of approved Bid documents & detailed estimate shall be submitted along with soft copies.

- 2.9.3 Consultant shall modify Preliminary estimates and detailed estimates submitted by him, as per direction of CPWD till it is approved by competent authority.

## 2.10 Soil Investigation – Soil investigation is already done by CPWD. A copy of report is attached with the Bid-documents.

## 2.11 Bidding / Justification

- 2.11.1 The consultant shall prepare the bid documents along with schedule of quantities, specifications,

and special conditions etc. for call of Bids for execution of work in suitable packages to be decided by the Bank. The document shall be prepared by consultant to the satisfaction of the Bank to ensure transparent and competitive bidding as per latest CPWD guidelines. Consultant shall modify bid documents submitted by him, as per direction of Bank.

2.11.2 The consultant shall submit justification including supplying of current market rate quotations, where ever necessary and also analyses of rates for all items.

2.11.3 **Time is the essence of the contract.** While the duties of Consultant will be governed by the standard agreement to be executed with the Bank by the successful Applicant/Tenderer, the role and responsibilities of Bank's appointed Consultant will broadly be as follows:

- a) Taking CPWD's instructions for preparing sketch designs with alternative schemes including carrying out necessary revisions till the sketch designs are finally approved by the Bank, making approximate project cost/ estimates i.e. detailed item rate based on Delhi Schedule of Rates (DSR) and in case of non-schedule items, prevailing market rates required to be mentioned after carrying out detailed rate analysis. It will be required to prepare reports on the merits of the scheme so as to enable Bank to take a decision on the sketch designs and scheme as a whole.
- b) The Consultant Firm shall prepare the schemes as and when required by the Bank during execution of the project if desired so without claiming any extra fee.
- c) The work includes preliminary planning of all utilities services like water supply, sewerage, drainage, electrical, HVAC ducting drawing. Fire alarm & Fighting appliances, telephone conduit, Interior Design, Graphic Signage, Security System, telecommunication system etc. However, the Bank reserves the right to exclude any of the above services from the scope of Consultant's work.
- d) The scope of work also includes submission of Architectural, Structural and flowchart drawings. All the designs and drawings shall be property of the Bank. The name and logo of the Bank shall be predominantly displayed on all the drawings and documents.
- e) The structural design details shall be checked and approved by the Consultant Firm, if required by local authority/CPWD. The Architect will be required to make modifications during the execution of the work, if so required. Expenditure towards the above activities includes as part of total fee payable by the Bank. The Consultant Firm is solely responsible for structural soundness of the design and other services as per the contract.
- f) The Consultant Firm will provide working drawings, making designs and drawings for work including normal sanitary, water supply and electrical services and also for any special installations like air conditioning, fire fighting, telephone, public address system, audio video solutions computer installations, interior decoration/ site preparation work etc. The Consultant firm has to work out technical specifications, bills of quantities and detailed cost estimates after briefing and discussing the amenities and finishes being proposed broadly with the Bank and CPWD. While the Consultant firm would be given full scope to make suggestions in the best interest of the said works, however, the Consultant firm shall amend / change the same suitably, if so desired by the Bank and CPWD. **The Consultant firm along with CPWD shall be responsible for inclusion of each and every**

**item of the works/specifications required for completion of the project and the correctness of the quantities so as to ensure that variations are not beyond 15% either side between the actual quantities and the estimated quantities in exceptional / rare cases.** The Consultant firm shall get all these detailed drawings and cost estimates approved by the CPWD after making necessary changes/ amendment etc. if so, desired by the Bank.

- g)** The Consultant firm will coordinate with Bank and CPWD in preparation of pre-qualification documents for short listing of contractors and preparation of detailed tender documents for various works complete with Articles of Agreement, Special Conditions, Conditions of Contract, Specifications, Drawings, Schedule of Quantities, Time and Progress Charts and any other material necessary for completing the tender documents and getting them approved by the CPWD. Sufficient copies if required to be provided to the Bank for issue of tender documents towards various contracts/activities.
- h)** To participate in Pre-bid meetings and assist CPWD for preparing comparative statement and techno-commercial evaluation of bids for various works. The Consultant firm will assist CPWD toward taking up various activities **viz. providing tender drawings, specifications and BOQs, inviting tenders for various works from the shortlisted contractors, preparing comparative statements and submitting assessment reports and recommendations thereon, preparing contract documents and getting them executed by the concerned contractors.**
- i)** Providing 3 sets of drawings for the execution of the work to the successful contractors including required copies of drawings for the tender work.
- j)** Test-checking or cross checking of measurements of works at site as and when advised by the CPWD on receipt of the bills/claims form the contractors duly scrutinized and verified by the CPWD including quality certification to enable Bank to take necessary corrective measures if required.
- k)** Appearing on behalf or along with the Bank officials before any statutory authority in connection with any ambiguity or settlement of dispute in connection with the work.
- l)** Any other service connected with the said works usually and normally rendered by Architect and not referred to in any of the items referred to above.
- m)** The Consultant firm has to attend site meetings from time to time during execution of work to ensure quality and workmanship as per the design approved by Bank. The Consultant has to certify completion of defects rectification during Defects Liability Period.
- n)** To verify "As-Built" Drawings prepared by the CPWD on completion of the works.

**The above mentioned project comes under Technical Audit by Chief Technical Examiner's Organization of Central Vigilance Commission (CVC). All care is required to be taken by the Consultant firm while preparing the detailed drawings, specifications and BoQ during execution of the project as per CVC guidelines strictly. To assist Bank in submission of reply to CVC's queries, compliance of their observations etc. are statutory requirement as part of scope of work of the Architect**

The list of duties mentioned above are only indicative and the Consultant firm will have to assume full responsibility for completion of the project both qualitatively and quantitatively as per accepted contract

conditions in the best possible workmanlike manner in all respects till its occupation within the agreed time schedule and cost by following standard laid down norms / procedure as suggested by CVC and the Bank’s guidelines in an open and transparent manner.

- o) Bank shall not be liable for any injury/death caused to any official, employee, representative or agent of the architect firm or their consultants working at the site or any damage to their properties for any reason whatsoever. Bank shall not entertain any claim from any person on that behalf.

### 3. CONDITIONS OF ENGAGEMENT:

- a. The Consultant shall submit to the CPWD the sketch plans, detailed plans, cost estimates, etc within the period as specified in **Section – 5**. The Consultant firm shall exercise all reasonable skill, care and diligence in discharging their duties hereby covenanted to be performed by them and shall exercise such general superintendence and inspection in regard to the said works as may be necessary to ensure that the work is being executed by the contractors in accordance with the Architectural working drawings and the finishes etc. are provided for as required. In the event of their finding out/observing any deviations there-from, they shall immediately bring it to the notice of the CPWD and Bank for issuing necessary notice to the contractors.
- b. The Consultant firm’s overall responsibility will continue during the Defects Liability Period to see that the defects, if any, and subsequently removed by the contractors in order to issue a “NO OBJECTION CERTIFICATE” at the end of the Defect Liability Period of 12 MONTHS to the contractors.
- c. Consultant firm shall assist during planning and tendering stage with other consultants, if required to prepare a comprehensive programme of work in consultation with other consultants/ CPWD. The Consultant shall also attend the weekly/fortnightly joint meetings of the Bank with all the concerned consultants, contractors/sub-contractors etc.
- d. If the works therein be substantially interrupted by force majeure or by reasons of any orders in writing issued by the CPWD stopping or suspending the work of furnishing on grounds other than bad/unsound work or installation and/or defective supervision of lack of it or by reason of any undue or unreasonable delay, the Consultant Firm shall not be liable in any way for the consequent delay in the completion of such work and Bank will review the same on sympathetic ground.

### 4. Dispute Resolution:

The Parties (Consultant and the Bank) shall use their best efforts to amicably settle all disputes arising out of or in connection with the Contract/Agreement in the following manner:

- a) The Consultant or the Bank raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.

b) The matter will be referred for negotiation between nominated officials of the Bank and the Architect. The matter shall then be resolved by them and the agreed course of action documented within a further period of 15 days.

c) The Parties (Consultant and the Bank) agree that any dispute between them, which cannot be settled by negotiation in the manner, described above, may be resolved exclusively by arbitration and such dispute may be submitted by either party to arbitration within 20 days of the failure of negotiations. Arbitration shall be held in Lucknow, India and conducted in accordance with the provision of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof.

d) Parties shall refer the dispute to a Sole Arbitrator to be appointed by Chief General Manager, Premises of SIDBI whose decision shall be final and binding on the parties and the arbitration shall be conducted in accordance with Indian Arbitration and Conciliation Act, 1996.

The Consultant shall not be entitled to suspend the work pending resolution of any disputes between the Parties and shall continue to carry out the work in accordance with the provisions of the Contract/Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

The provision under this section survives the Contract/Agreement.

## **5. LIQUIDATED DAMAGES AND PENALTIES**

- a) Liquidated Damages : In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the Consultant by way of deemed liquidated damages, subject to a maximum of 10% (ten per cent) of the Agreement Value.
- b) Liquidated Damages for delay: In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 0.1% (zero point one per cent) of the Agreement Value per day, subject to a maximum of 10% (ten per cent) of the Agreement Value will be imposed. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time shall be granted.
- c) Penalty for deficiency in Services: In addition to the liquidated damages not amounting to penalty, warning may be issued to the Consultant for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the Authority, other penal action including debarring for a specified period may also be initiated as per policy of the Bank.

## **6. TERMINATION OF AGREEMENT**

- a) If the Consultant closes their business or the company, partnership firm stands dissolved due to provisions, if any, in partnership agreement of the firm in the event of death of one or more partners die or become incapacitated to render services as architect, then the Agreement shall stand terminated.
- b) If the Consultant fail to adhere to the time schedule stipulated in the schedule hereto annexure or the extended time which may be granted by the Bank in its sole discretion or (ii) In case there is

any change in the constitution of the company / firm of the Consultant for any reason whatsoever, the Bank shall be entitled to terminate this agreement without giving any notice and entrust the work to some other architect

c) In case of termination under sub-clause (a) or (b) above, the Consultant shall not be entitled towards payment of fee or compensation except the fee payable to them for the work actually done and as per the provisions in this agreement. In such cases the decision of the Bank as to what is the work actually done and what is the amount of the fee due to the Consultant on the basis of actual work and as per the provision in this agreement shall be final and binding on the Architect.

d) In case of the termination, the Bank may make use of all or any drawings, estimates or other documents prepared by the Consultant, after a reasonable payment for the services of the Consultant for preparation of the same in full as provided herein.

#### **7. TRANSFER OF INTERESTS**

(i) The Consultant shall not assign, sublet or transfer their interest in this agreement, without the prior written consent of the Bank.

(ii) Whether the Consultant Firm is partnership firm or a company, no change in the constitution of such partnership or no change in the constitution of Board of Directors of the company shall be made without the prior approval of the Bank.

Signature of Consultant  
with seal

Date:

Place:

**Section-5**

**EVALUATION CRITERIA**

**A. EVALUATION CRITERIA FOR : PART -I PRE-QUALIFICATION**

1. The details submitted by the bidder will be evaluated in the following manner:
2. The Initial Criteria for Eligibility prescribed above will first be scrutinized and bidders initial eligibility for the consultancy work will be determined.
3. The Bidders to qualify the initial minimum criteria as set out above will be evaluated for following attributes by scoring method on the basis of details furnished by them.

Criteria No.	Attributes	Maximum Marks										
A.	<p><b>Financial strength</b>  <b>Average Annual Turnover</b>                      (i) 60% marks for minimum eligibility criteria and based on details in Form-A                      (ii) 100% marks for twice the minimum eligibility criteria or more.                      In between (i) &amp; (ii) on pro rata basis.</p>	20										
B	<p><b>Organizational Strength:</b>                      Years of Architectural Experience of Director/Owner / Architect(s)-                      (Employed on permanent basis for more than 5 years with bidder) :</p> <p>15 years or more : 10 marks x n1 = Subtotal                      10 to 15 years : 8 marks x n2 = Subtotal                      5 to 10 years : 4 marks x n3 = Subtotal                      Total Marks :                      (Note : n1/n2/n3 refers to number of architects in bidders firm as per details given in Form D and letter of appointment enclosed with bid except for Director/Owner)</p>	20										
C	<p>Experience in similar class of works                      (i) 60% marks for minimum initial eligibility criteria                      And based on details in Form-B                      (ii) 100% marks for twice the minimum initial eligibility criteria or more                      In between (i) &amp; (ii) on pro rata basis.</p>	40										
D	<p>Performance of works (Quality) based on Form-C for similar works considered in scoring of Criteria B above</p>	20										
	<table border="1"> <thead> <tr> <th></th> <th>Marks per work</th> </tr> </thead> <tbody> <tr> <td><b>Outstanding</b></td> <td><b>20</b></td> </tr> <tr> <td><b>Very Good</b></td> <td><b>16</b></td> </tr> <tr> <td><b>Good/Satisfactory</b></td> <td><b>12</b></td> </tr> <tr> <td><b>Poor/No Report</b></td> <td><b>0</b></td> </tr> </tbody> </table>			Marks per work	<b>Outstanding</b>	<b>20</b>	<b>Very Good</b>	<b>16</b>	<b>Good/Satisfactory</b>	<b>12</b>	<b>Poor/No Report</b>	<b>0</b>
	Marks per work											
<b>Outstanding</b>	<b>20</b>											
<b>Very Good</b>	<b>16</b>											
<b>Good/Satisfactory</b>	<b>12</b>											
<b>Poor/No Report</b>	<b>0</b>											
	(Note : Average of marks on performance of work, for all works considered for scoring in criteria B above shall be taken)											
	<b>Total</b>											
	<b>100</b>											



4. To **pre-qualify**, the Bidder must secure at **least Sixty percent marks (60%)** in each of the above **criteria i.e. (A), (B),(C) & (D) and sixty five percent (60%) Marks in aggregate**. The Bank however reserves the right to restrict the list of such qualified firms to any number deemed suitable by it.
5. 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.
6. At any time before the submission of bids, the Bank may, for any reason, whether at its own initiative or in response to queries raised by prospective bidders during Pre-bid meeting, modify the Bid Documents by suitable amendment(s). The amendment shall be uploaded on the Bank's website viz. [www.sidbi.in](http://www.sidbi.in) and [www.eprocure.gov.in](http://www.eprocure.gov.in). The Bank may send the amendments by E-mail to all the firms invited to submit proposal. The Amendments to Bid documents shall be binding on them. The Bank may at its discretion extend the deadline for the submission of bids. Such amendments shall form part of the agreement and the applicants shall sign each page of such amendments and submit to the Employer along with their bids for the work on the due date and time of submission for bids.

## **B. TECHNICAL BIDS : PART- II EVALUATION**

1. After evaluation of "**Pre-qualification Bids**" as detailed above, a list of short listed bidders will be prepared and they will be asked to submit "**Technical Bid : Part 2**" and make presentation of their technical bid / proposal at the notified Date, Time and Place. **Tentative date of presentation would be 10 days from date of opening of Technical bid-1.**
2. The Bidder / Consultants shall be required to make 25 to 30 minute presentation of their Architectural Concept, Planning and Design for the work at Lucknow or New Delhi or Mumbai, as would be intimated by the Bank. Bank shall not bear any cost towards travel / stay or any other cost on this account.

The Presentation should be with the help of adequate and specific details before the selection Jury of the Bank. The bidder should cover all the parameter in presentation which is listed for marking in Jury's evaluation sheet.

Bidder should use MS Power Point, Animation, 3D walk through, drawings in hard and soft copies, sketches, 3D Models etc. for making presentation before the jury.
3. **He will also submit one soft copy and three hard copies (in colour printout) of all presentations and concept drawings for his presentation before the jury.** These soft and hard copy presentation material shall be property of the Bank and shall not be returned to the bidder. The bids are liable to be rejected if information is not provided in the desired formats. The Bank has right to accept or reject any or all bids without assigning any reason.
4. **Evaluation of Technical Bids: Part II** shall be carried out by the Evaluation Jury considering members of SIDBI and CPWD. The Technical Bids: Part II shall be evaluated by the selection/screening committee based on parameters and marking scheme detailed in the table given below. Decision of Jury shall be final and binding and no claim whatsoever shall be entertained.

**C. EVALUATION SHEET FOR SELECTION/SCREENING COMMITTEE:**

**Total marks: - 300**

S. No.	Parameter s	Max Marks	Marks Awarde d
	<b>Concept, Planning &amp; Design of Buildings (Max. Marks = 300)</b>	--	--
1	Overall Design Concept& Aesthetic Appeal	25	
	Structural stability, seismic resistant, fire safety aspect etc	25	
	Landscaping and open space	25	
2	Space Planning & Satisfaction of functional needs	75	
3	Services and Amenities Planning	25	
4	Light and Ventilation Planning in Building form (Passive Energy Conservation planning)	50	
5	Special features: - Energy Efficient & Green Building features, Disable friendly	25	
6	Unique & Innovative Idea	25	
7	Overall Cost of Project	25	
	<b>Total =</b>	<b>300</b>	

Bidder should score Minimum 65% marks in above evaluation by the Jury otherwise he shall disqualify in technical bid part-2 stage.

**Finally Technical bids shall be evaluated as under:**

S.No.	Description	Maximum Marks
A	Bidder's financial strength, Organizational Strength, Relevant experience, Performance in past consultancy works as per Technical Bid Part-I, @ 25% of Marks obtained under Prequalification stage) (25/100 x Marks obtained as per initial evaluation in table A of this bid document)	25 Marks
B	Bidder's Technical Bid Part –II Evaluation by the Jury @75% of Final Marks awarded by Jury to the Bidder as per Evaluation table of Clause5 of Section III. (75/300x Final Marks obtained by Bidder as per Table B of this bid document)	75 Marks
	<b>Total</b>	<b>100 marks</b>

1. The **Top three bidders** securing 70% marks or more in table 6 above shall **only be considered technically qualified for opening of Financial Bids** and evaluation thereafter.

2. Bank reserves right to consider less than 3 technically qualified bidders also for opening of financial bids & evaluation thereafter.

The Bank however reserves the right to repeat the process if no suitable entries are received or in case there are not sufficient number of entries scoring a minimum of 70% marks. The Bank also reserves the right to reject any proposal without assigning any reasons thereof.

#### **D. FINANCIAL BID AND ITS EVALUATION**

##### **1.0 Opening of Financial Bid**

After evaluation of Technical bid, a list of short listed agencies will be prepared. Thereafter the financial Bids of only Top Three qualified Bidders, as per table in clause 6 of evaluation criteria, shall be opened at the notified time, date and place in the presence of the qualified Bidders or their representatives. The Bids shall remain valid for normal **90 days** from the date of opening of Technical Bid part-1.

##### **2.0 Evaluation of Financial Bid:-**

**2.1** The bidders are required to quote lumpsum fees (not in rate per sq.mt. or percentage basis) for consultancy work in prescribed format exclusive of all prevailing GST and all other taxes and levies. The price bid will include inter-alia, the fee for all components identified including detailed design, drawings and specifications for all parts covered in the scope of Project including all services & other allied works.

**2.2** The quoted fee shall be firm for all works defined in scope of work of this bid. No escalation shall be payable over total quoted fee owing to time or cost overrun.

**2.3** The conditional bid shall not be accepted and shall be rejected summarily.

##### **2.4 FINAL EVALUATION AND SELECTION OF BIDDER AFTER OPENING OF FINANCIAL BID:-**

- a) In Final evaluation, 70% weightage will be given to the Technical bid and 30% weight age will be given to the financial bid of the technically qualified bidders.

**Example :** The weightage of 70% on Technical bid and 30% on financial bid will be applied, as per example below :

Let us assume the 3 participating bidders scoring more than 70 scoring points in the (Technical bid) and their quoted fee is as under:

S. No	Description	Scoring Points	Quoted Fee (in Lakhs)	
1	Architect A	85	say	35
2	Architect B	80	say	25
3	Architect C	75	say	30

The maximum scoring points i.e. 85 scoring points will be given 100 percentages and percentage of the other bidders will be worked out on proportionate basis and

thereafter weightage of 70% will be applied on marks so obtained.

Similarly, let us assume the minimum fee i.e. **Rs. 22.50 Lakh** will be given 100 percentages and percentage of the other bidders will be worked out on proportionate basis and thereafter weightage of 30% will be applied on marks so obtained.

The marks on technical and financial bids so obtained by each bidder will be added together. **The bidder scoring maximum marks will be considered for appointment.**

- **Marks obtained by Architect A =  $(85 / 85) \times 70 + (25/35) \times 30 = 94.29$  marks**
- **Marks obtained by Architect B =  $(80 / 85) \times 70 + (25/ 25) \times 30 = 95.29$  marks**
- **Marks obtained by Architect C =  $(75 / 85) \times 70 + (25/ 30) \times 30 = 87.26$  marks**

**As per the weightage, the Architect B gets the maximum overall marks and will be considered for appointment on the basis of overall marks.**

- b) The Bidders scoring highest overall marks as calculated above shall be considered successful.

Remaining bidders other than the successful bidder, of whom the financial bids are opened, shall be paid an honorarium for their work done as per details given below. No Honorarium shall be paid to the successful bidder. SIDBI will pay an honorarium of Rs. 20,000/- each to all participating bidder, who scores minimum qualifying marks i.e. 60 marks in the technical bid Stage - 2. (In case of two tier committee, marks will be considered of second tier committee) The honorarium for the bidder whose offer is accepted shall become part of the fee quoted by them. Honorarium shall be paid after finalization of the architect / architectural firm. The design submitted by the bidder receiving honorarium shall become the property of SIDBI and SIDBI will be entitled at all times to have an unrestricted use thereof. Such bidder shall have to submit the design in AutoCAD, PDF, PPT and JPG format.

- c) All the Designs, drawings, documents, reports and any other details presented by unsuccessful bidders will become the property of the Bank. The Bank and its authorized representative/agency may use these design concepts and drawings and related documents/records in this work or any other work without any information and notice to the bidder. Bidder shall not be entitled for payment of any financial claim/compensation by the Bank in this regard in future. Bidder shall not be entitled to raise any claim against the Bank in this respect in future.

## **E. AWARD OF WORK**

- a) The work will be awarded to the bidder, **scoring highest overall marks in final evaluation**, amongst the technically qualified bidders. The successful bidder shall be informed by the Bank through a letter of acceptance of his offer.
- b) Payments for the consultant as per this agreement will be subject to tax deductions at source at the rate as applicable at the time of payment.

- c) Formal agreement with the successful bidder will be drawn by Bank.

**F. AWARD CRITERIA -**

The Bank reserves the right, without being liable for any damages or obligation to inform the Bidder, to:

- i. Amend the scope and value of contract with the Bidder.
- ii. Reject any or all the applications without assigning any reason

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

**Section- 6**

**TIME SCHEDULE & MILE STONE FOR CONSULTANCY WORK**

S. No.	Mile Stone	Period	Progressive Period from commencement of consultancy services.	Withheld amount for non achievement of mile stone.
1	Submission of preliminary architectural drawings of the proposed building(s) including preparation of Detailed Project Report and obtaining approval of the Client.	3 Week from the date of commencement of consultancy Services.	3 Weeks	1% of the accepted tendered value.
2	Final Submission of drawings to local body, for needful Clearance.	2 Weeks	5 Weeks	1% of the accepted tendered value.
3	Submission of preliminary structural, HVAC, Fire-fighting, Fire Alarm, MEP drawing, submission of detailed specifications, structural design of foundation, detailed estimate and bid document for construction.	3 Weeks	8 Weeks	1% of the accepted tendered value.
4	Submission of working Architectural drawings, detailed structural design & drawings and Services design & drawings.	4 Weeks	12 Weeks	1% of the accepted tendered value.
5	Obtaining completion certificates from Local Bodies /client	4 Weeks after date of completion of project.		1% of the accepted tendered value.

Note: The above milestones may be revised by SIDBI considering requirement of works and hindrances, if any, in achieving the above milestones. However, time is the essence of the Contract and it shall be strictly adhered to.

Nevertheless, it may be noted that Time is essence in the project. Delay in meeting these timelines at any stage during the Project, unless otherwise permitted by the Bank, will be a ground for termination of services.

**Section-7**  
**BRIEF METHOD / STAGES OF PAYMENT**  
**PAYMENT SCHEDULE**

Stage of Payment	Activities	Fee payable (in % of financial offer accepted)	Cumulative Fee (in % of financial offer accepted)
1.	On submission of preliminary architectural Plan of the proposed building, preparation of models, walk through etc.	5%	5%
2.	Approval of drawings for proposed building by client in consultation with CPWD.	10%	15%
3.	Finalization of Specifications, preparation of detailed cost estimate and bid document in consultation with CPWD.	30%	45%
4.	Preparation and issue of working drawings for constructions purpose. (Architectural, structural & all other services drawings).	30%	75%
5.	On completion the project work at the following stages:-		
	(a) On 25% completion of project (cost wise)	5%	80%
	(b) On 50% completion of project (cost wise)	5%	85%
	(c) On 75% completion of project (cost wise)	5%	90%
	(d) On 100% completion of project Including commissioning of building (Cost will be accepted tendered cost)	5%	95%
6.	On receipt of "Completion Certificate" from Local bodies /client.	5%	100%

**Note:**

1. Payment of fee as per the various stages of the above Payment Schedule shall be considered as due only when the entire work up to that stage is completed in all respects for all the buildings, structures, landscaping, and external development, furniture, and service connections etc. as applicable for that stage of the work. Intermediate payment for each stage on pro-rata basis shall be admissible for release to the consultant, as per decision of CPWD.
2. For running payments the consultants shall submit necessary bill in duplicate. The payment due to the consultant will be made within one month of submission of bills of the corresponding stage after satisfactory performance.
3. All the payments due to the consultant Firm shall be made online and no cheques/ Draft shall be issued.

4. The Bank in consultation with CPWD shall have the right to request in writing for additions, alternations, modifications or deletions in the design and drawing of any part of the work and to request in writing for additional work in connection therewith and the Architect Firm shall comply with such requests without any extra cost.
5. The consultant shall not make any material deviation, alternation, addition to or omission from the work except without first obtaining the written consent of the Bank in consultation with CPWD.
6. The Bank has got discretion to impose penalty in case of overall variations in actual cost of project w.r.t. the approved estimated cost by more than 15 % (Fifteen percent), in such case the consultant shall be levied penalty maximum up to 10 % of the consultancy fees and shall be recovered from their final bill . The decision of the Bank in this regard shall be final and binding on the consultant.
7. All taxes, income tax and any other leviable tax in connection with the execution of the contract levied by the statutory Authorities/ State/ Central Govt. of India/ Sate Govt. or any local authorities on the consultantl services in accordance with the applicable law shall be borne by the consultant and are deemed to be included in their bid price. The tenderers shall note that Tax Deduction at Source (TDS) as per applicable law shall be made from the payments due/ made to the Architect and which shall not be reimbursed.
8. The GST as applicable shall be reimbursed by the Bank on actual production on receipt of deposit. However, the Architect has to mention GST Number in the invoice and amount of GST should be shown separately in the bill as per the GST rules as applicable from time to time.
9. Any enhancement of taxes / duties (except service tax/GST) by the authorities / Government of India/ State Government, during currency of this contract shall be borne by the Architect only and which shall be not reimbursed by the Bank.

Signature of Architect with seal

Date:

Place:



**Section -8**  
**Forms/Annexure**

Annexure -I

**AGREEMENT**

This Agreement made on this \_\_\_(day) of \_\_\_(Month)\_\_\_(Year) between SIDBI, a Small Industries Development Bank of India, a Corporation established under the Small Industries Development Bank of India Act, 1989, having its Head Office at SIDBI Tower, 15 Ashok Marg Lucknow -226001, (hereinafter referred to as the LICENSEE which expression shall include its successors and assigns) of the other part of the one

part and -----(hereinafter referred to as the " Consultant Firm" which expression shall unless the context requires otherwise include its administrators, successors, executors and permitted assigns) of the other part.

WHEREAS, SIDBI has desirous of construction of Training Institute at Plot No-7/8. Sector-7, Gomti Nagar Extension, Lucknow, Uttar Pradesh (hereinafter referred to as the "PROJECT") and had invited tenders as per Tender documents vide NIT No. ----- Date -----and Corrigendum No. -----& Amendment No. -----dated ----- uploaded on SIDBI 's website for Providing Consultancy Services for Architectural, Structural and Interior Designing for "Construction of SIDBI Training Institute at Plot No-7/8, Sector-7, Gomti Nagar Extension, Lucknow"

AND WHEREAS ----- had participated in the above referred tender vide their TECHNICAL & Financial Bid ----- dated -----and subsequent clarifications vide letter ----- dated ----- in response to SIDBI 's letter No. ----- dated ----- .

SIDBI has accepted their aforesaid tender and awarded the contract for Architectural Services for Architectural planning, Designing and Detailing of ----- vide Work order No. ----- dated-----which have been unequivocally accepted by -----vide their acceptance dated ----- .

NOW THEREFORE THIS DEED WITNESSETH AS UNDER:  
WHEREAS

(A) The Bank vide its Request for Proposal for Preparation of Design of PIDB office building (hereinafter called the "Project");

(B) the Consultant submitted its proposals for the aforesaid work, whereby the Consultant represented to the Bank that it had the required professional skills, and in the said proposals the Consultant also agreed to provide the Services to the Bank on the terms and conditions as set forth in the RFP and this Agreement; and

(C) the Bank, on acceptance of the aforesaid proposals of the Consultant, awarded the Consultancy to the Consultant vide its Letter of Award no.....dated \_\_\_\_\_ (the Letter of Intent "LOI"); and

(D) in pursuance of the LOI, the parties have agreed to enter into this Agreement.

NOW, THEREFORE, the parties hereto hereby agree as follows:

## **1. GENERAL**

All terms and words not defined herein shall, unless the context otherwise requires, have the meaning assigned to them in the RFP.

**1.1** The following documents along with all addendum issued thereto shall be deemed to form and be read and construed as integral parts of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority:

- (a) Agreement;
- (b) Annexes of Agreement;
- (c) RFP and its Addendums; and
- (d) Letter of Award.

### **1.2 Relation between the Parties**

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

### **1.3 Rights and obligations**

The mutual rights and obligations of the Bank and the Consultant shall be as set forth in the Agreement, in particular:

- (a) the Consultant shall carry out the Services in accordance with the provisions of the Agreement; and
- (b) the Bank shall make payments to the Consultant in accordance with the provisions of the Agreement.

### **1.4 Governing law and jurisdiction**

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at Lucknow shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

### **1.5 Language**

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

### **1.6 Table of contents and headings**

The table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement.

### **1.7 Notices**

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of facsimile or e-mail, it shall be deemed to have been delivered on the working days following the date of its delivery.

### **1.8 Location**

The Services shall be performed in accordance with the provisions of RFP and at such locations as are incidental thereto, including the offices of the Consultant or at site or local office.

### 1.9 Authorised Representatives

1.9.1 Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by the Bank or the Consultant, as the case may be, may be taken or executed by the officials specified in this Clause 1.10.

1.10.2 The Bank may, from time to time, designate one of its officials as the Bank Representative. Unless otherwise notified, the Bank Representative shall be:

\*\*\*\*\*

\*\*\*\*\*

\*\*\*\*\*

\*\*\*\*\*

Tel: \*\*\*\*\* Fax: \*\*\*\*\* E-mail: \*\*\*\*\*

1.9.3 The Consultant may designate one of its employees as Consultant's Representative. Unless otherwise notified, the Consultant's Representative shall be:

\_\_\_\_\_

\_\_\_\_\_

Tel: \_\_\_\_\_

Mobile: \_\_\_\_\_

Fax: \_\_\_\_\_ Email: \_\_\_\_\_

### 1.10 Taxes and duties

Unless otherwise specified in the Agreement, the Consultant shall pay all such taxes, duties, fees and other impositions as may be levied under the Applicable Laws and the Bank shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed on it.

## 2. COMMENCEMENT, COMPLETION AND TERMINATION OF AGREEMENT

### 2.1 Effectiveness of Agreement

This Agreement shall come into force and effect on the date of this Agreement.

### 2.2 Commencement of Services

The Consultant shall commence the Services within a period of 7 (seven) days from the Agreement Date, unless otherwise agreed by the Parties.

### 2.3 Termination of Agreement for failure to commence Services

If the Consultant does not commence the Services within the period specified in Clause 2.2 above, the Bank may, by not less than 2 (two) weeks' notice to the Consultant, declare this Agreement to be null and void, and in the event of such a declaration, the Earnest Money Deposit of the Consultant shall stand forfeited.

### 2.4 Expiration of Agreement

Unless terminated earlier pursuant to Clauses 2.3 or 2.9 hereof, this Agreement shall, unless extended by the Parties by mutual consent, expire upon the earlier of (i) expiry of a period of 90 (ninety) days after the delivery of the final deliverable to the Bank; and (ii) the date of completion of project with obtention of completion and occupation certificate from statutory authorities. Upon Termination, the Bank shall make payments of all amounts due to the Consultant hereunder.

## **2.5 Entire Agreement**

2.5.1 This Agreement and the Annexes together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn; provided, however, that the obligations of the Consultant arising out of the provisions of the RFP shall continue to subsist and shall be deemed to form part of this Agreement.

2.5.2 Without prejudice to the generality of the provisions of Clause 2.5.1, on matters not covered by this Agreement, the provisions of RFP shall apply.

## **2.6 Modification of Agreement**

Modification of the terms and conditions of this Agreement, including any modification of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clauses 4.2.3 and 6.1.3 hereof, however, each Party shall give due consideration to any proposals for modification made by the other Party.

## **2.7 Force Majeure**

### **2.7.1 Definition**

(a) For the purposes of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

(b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Sub-Consultant or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement, and (B) avoid or overcome in the carrying out of its obligations hereunder.

(c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

### **2.7.2 No breach of Agreement**

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

### **2.7.3 Measures to be taken**

(a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay.

(b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than 14 (fourteen) days following the occurrence of such event, providing evidence of

the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

(c) The Parties shall take all reasonable measures to minimise the consequences of any event of Force Majeure.

#### **2.7.4 Extension of time**

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

#### **2.7.5 Payments**

During the period of its inability to perform the Services as a result of an event of Force Majeure, the Consultant shall not be entitled for additional costs reasonably and necessarily incurred by it during such period and no liquidated damages & penalties shall be levied for any delay on account of Force Majeure Event.

#### **2.7.6 Consultation**

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

#### **2.8 Suspension of Agreement**

The Bank may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Consultant to remedy such breach or failure within a period not exceeding 30 (thirty) days after receipt by the Consultant of such notice of suspension.

#### **2.9 Termination of Agreement**

a) If the Consultant closes their business or the company, partnership firm stands dissolved due to provisions, if any, in partnership agreement of the firm in the event of death of one or more partners die or become incapacitated to render services as architect, then the Agreement shall stand terminated.

b) If the Consultant fail to adhere to the time schedule stipulated in the schedule hereto annexure or the extended time which may be granted by the Bank in its sole discretion or (ii) In case there is any change in the constitution of the company / firm of the Consultant for any reason whatsoever, the Bank shall be entitled to terminate this agreement without giving any notice and entrust the work to some other architect

c) In case of termination under sub-clause (a) or (b) above, the Consultant shall not be entitled towards payment of fee or compensation except the fee payable to them for the work actually done and as per the provisions in this agreement. In such cases the decision of the Bank as to what is the work actually done and what is the amount of the fee due to the Consultant on the basis of actual work and as per the provision in this agreement shall be final and binding on the Architect.

In case of the termination, the Bank may make use of all or any drawings, estimates or other documents prepared by the Consultant, after a reasonable payment for the services of the Consultant for preparation of the same in full as provided herein.

#### **2.10 Cessation of rights and obligations**

Upon termination of this Agreement pursuant to Clauses 2.3 or 2.9 hereof, or upon expiration of this Agreement pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, or which expressly survive such Termination; (ii) the obligation of confidentiality set forth in Clause 3.3 hereof; (iii) the Consultant's obligation to permit inspection, copying and auditing of such of its accounts and records set forth in Clause 3.6, as relate to the Consultant's Services provided under this Agreement; and (iv) any right or remedy which a Party may have under this Agreement or the Applicable Law.

### **2.11 Cessation of Services**

Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses 2.9 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Bank, the Consultant shall proceed as provided respectively by Clauses 3.9 hereof.

## **3. OBLIGATIONS OF THE CONSULTANT**

### **3.1 General**

#### **3.1.1 Standards of Performance**

The Consultant shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful adviser to the Bank, and shall at all times support and safeguard the Bank's legitimate interests in any dealings with Sub-Consultants.

#### **3.1.2 Terms of Reference**

The scope of services to be performed by the Consultant is specified in the Terms of Reference (the “TOR”) as specified in RFP. The Consultant shall provide the Deliverables specified therein in conformity with the time schedule stated therein.

#### **3.1.3 Applicable Laws**

The Consultant shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that any Sub-Consultant, as well as the Personnel and agents of the Consultant and any Sub-Consultant, comply with the Applicable Laws.

### **3.2 Conflict of Interest**

The Consultant shall not have a Conflict of Interest and any breach hereof shall constitute a breach of the Agreement.

Without prejudice to the rights of the Bank under Clause above and the other rights and remedies which the Bank may have under this Agreement, if the Consultant is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Agreement, the Consultant shall not be eligible to participate in any tender or RFP issued during a period of 2 (two) years from the date the Consultant is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.

The following terms shall have the meaning hereinafter respectively assigned to them:

(a) **“corrupt practice”** means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for removal of doubt, offering

of employment or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Bank who is or has been associated in any manner, directly or indirectly with Selection Process or dealing with matters concerning the Agreement before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Bank, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of LOI or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser the Bank in relation to any matter concerning the Project;

(b) **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection Process;

(c) **“coercive practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Selection Process or the exercise of its rights or performance of its obligations by the Bank under this Agreement;

(d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Bank with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and

(e) **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

### **3.3 Confidentiality**

The Consultant, its Sub-Consultants and the Personnel of either of them shall not, either during the term or within two years after the expiration or termination of this Agreement disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the Bank to the Consultant, its Sub-Consultants and the Personnel; any information provided by or relating to the Bank, its technology, technical processes, business affairs or finances or any information relating to the Bank's employees, officers or other professionals or suppliers, customers, or contractors of the Bank; and any other information which the Consultant is under an obligation to keep confidential in relation to the Project, the Services or this Agreement (“Confidential Information”), without the prior written consent of the Bank.

### **3.4 Liability of the Consultant**

3.4.1 The Consultant's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.

3.4.2 The Consultant shall, subject to the limitation specified in Clause 3.4.3, be liable to the Bank for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.

### **3.5 Accounting, inspection and auditing**

The Consultant shall:

(a) keep accurate and systematic accounts and records in respect of the Services provided under this Agreement, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the basis thereof (including the basis of the Consultant's costs and charges); and

(b) permit the Bank or its designated representative periodically, and up to one year from the expiration or termination of this Agreement, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Bank.

### **3.6 Consultant's actions requiring the Bank's prior approval**

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

- a) The Consultant shall not assign, sublet or transfer their interest in this agreement, without the prior written consent of the Bank.
- b) Whether the Consultant Firm is partnership firm or a company, no change in the constitution of such partnership or no change in the constitution of Board of Directors of the company shall be made without the prior approval of the Bank.

### **3.7 Reporting obligations**

The Consultant shall submit to the Bank the reports and documents specified in the Agreement, in the form, in the numbers and within the time periods set forth therein.

### **3.8 Documents prepared by the Consultant to be property of the Bank**

3.8.1 All plans, drawings, specifications, designs, reports and other documents (collectively referred to as "Consultancy Documents") prepared by the Consultant (or by the Sub-Consultants or any Third Party) in performing the Services shall become and remain the property of the Bank, and all intellectual property rights in such Consultancy Documents shall vest with the Bank. Any Consultancy Document, of which the ownership or the intellectual property rights do not vest with the Bank under law, shall automatically stand assigned to the Bank as and when such Consultancy Document is created and the Consultant agrees to execute all papers and to perform such other acts as the Bank may deem necessary to secure its rights herein assigned by the Consultant.

3.8.2 The Consultant shall, not later than termination or expiration of this Agreement, deliver all Consultancy Documents to the Bank, together with a detailed inventory thereof. The Consultant may retain a copy of such Consultancy Documents. The Consultant, its Sub-Consultants or a Third Party shall not use these Consultancy Documents for purposes unrelated to this Agreement without the prior written approval of the Bank.

3.8.3 The Consultant shall hold the Bank harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as 'claims') which may arise from or due to any unauthorised use of such Consultancy Documents, or due to any breach or failure on part of the Consultant or its Sub-Consultants or a Third Party to perform any of its duties or obligations in relation to securing the aforementioned rights of the Bank.

### **3.9 Providing access to Project Office and Personnel**

The Consultant shall ensure that the Bank, and officials of the Bank, are provided unrestricted access to the Project Office and to all Personnel during office hours. The Bank's official, who has been authorised by the Bank in this behalf, shall have the right to inspect the Services in progress, interact with Personnel of the Consultant and verify the records relating to the Services for his satisfaction.

### **3.10 Accuracy of Documents**

The Consultant shall be responsible for accuracy of the data collected by it directly or procured from other agencies/authorities, the designs, drawings, estimates and all other details prepared by it as part of these services. Subject to the provisions of Clause 3.4, it shall indemnify the Bank against any inaccuracy in its work which might surface during implementation of the Project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the Consultant or arises out of its failure to conform to good industry practice. The Consultant shall also be responsible for promptly correcting, at its own cost and risk, the drawings including any resurvey / investigations.

## **4. CONSULTANT'S PERSONNEL AND SUB-CONSULTANTS**

The Consultant shall employ and provide such qualified and experienced Key Personnel, Sub Key Personnel and Sub Consultant as may be required to carry out the Services.



## **5. OBLIGATIONS OF THE BANK**

### **5.1 Assistance in clearances etc.**

Unless otherwise specified in the Agreement, the Bank shall make best efforts:

- (a) provide the Consultant, its Sub-Consultants and Personnel with work permits and such other documents as may be necessary to enable the Consultant, its Sub-Consultants or Personnel to perform the Services;
- (b) facilitate prompt clearance through statutory authorities of the project related Services; and
- (c) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

### **5.2 Access to land and property**

The Bank warrants that the Consultant shall have, free of charge, unimpeded access to the site of the project in respect of which access is required for the performance of Services; provided that if such access shall not be made available to the Consultant as and when so required, the Parties shall agree on (i) the time extension, as may be appropriate, for the performance of Services, and (ii) the statutory payments, if any, to be made to the Consultant.

### **5.3 Change in Applicable Law**

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

### **5.4 Payment**

In consideration of the Services performed by the Consultant under this Agreement, the Bank shall make to the Consultant such payments and in such manner as is provided in RfP. All payments shall be made in Indian Rupees.

## **6. LIQUIDATED DAMAGES AND PENALTIES**

- a) Liquidated Damages : In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by the Bank in a reasonable manner and recovered from the Consultant by way of deemed liquidated damages, subject to a maximum of 10% (ten per cent) of the Agreement Value.
- b) Liquidated Damages for delay: In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 0.1% (zero point one per cent) of the Agreement Value per day, subject to a maximum of 10% (ten per cent) of the Agreement Value will be imposed. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time shall be granted.
- c) Penalty for deficiency in Services: In addition to the liquidated damages not amounting to penalty, warning may be issued to the Consultant for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the Bank, other penal action including debarment for a specified period may also be initiated as per policy of the Bank.

## **7. FAIRNESS AND GOOD FAITH**

### **7.1 Good Faith**

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

## 7.2 Operation of the Agreement

The Parties recognise that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Agreement either Party believes that this Agreement is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause shall not give rise to a dispute subject to arbitration in accordance with Clause 8 hereof.

## 8. Arbitration

The Parties (Consultant and the Bank) shall use their best efforts to amicably settle all disputes arising out of or in connection with the Contract/Agreement in the following manner:

- a) The Consultant or the Bank raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.
- b) The matter will be referred for negotiation between nominated officials of the Bank and the Architect. The matter shall then be resolved by them and the agreed course of action documented within a further period of 15 days.
- c) The Parties (Consultant and the Bank) agree that any dispute between them, which cannot be settled by negotiation in the manner, described above, may be resolved exclusively by arbitration and such dispute may be submitted by either party to arbitration within 20 days of the failure of negotiations. Arbitration shall be held in Lucknow, India and conducted in accordance with the provision of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof.
- d) Parties shall refer the dispute to a Sole Arbitrator to be appointed by Chief General Manager, Premises of SIDBI whose decision shall be final and binding on the parties and the arbitration shall be conducted in accordance with Indian Arbitration and Conciliation Act, 1996.

The Consultant shall not be entitled to suspend the work pending resolution of any disputes between the Parties and shall continue to carry out the work in accordance with the provisions of the Contract/Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed in their respective names as of the day and year first above written.

SIGNED, SEALED AND DELIVERED SIGNED, SEALED AND DELIVERED

For and on behalf of For and on behalf of

Consultant: [Authority]

(Signature) (Signature)

(Name) (Name)

(Designation) (Designation)



Request for Proposal for Consultancy Services for Architectural, Structural and Interior Designing  
for “Construction of SIDBI Training Institute at Plot No-7/8, Sector-7,Gomti Nagar Extension, Lucknow”

(Address) (Address)

(Fax No.) (Fax No.)

In the presence of:

1.

2.

**Pre-Contract Integrity Pact**  
**(To be executed on a non-judicial stamp paper of requisite value)**

1. General

This pre-bid-pre-contract Agreement (hereinafter called the Integrity Pact) is made at \_\_\_\_\_ place\_\_\_ on ---- day of the month of -----, 2019 between Small Industries Development Bank of India, having its Head Office at 15, Ashok Marg, Lucknow – 226001 and inter alia, its Corporate Office at Swavalamban Bhawan, C-11, G-Block, Bandra-Kurla Complex, Bandra(E), Mumbai 400051 (hereinafter called the "BUYER"/"SIDBI", which expression shall mean and include, unless the context otherwise requires, its successors and assigns) of the First Part and M/s --- represented by Shri ----, Chief Executive Officer (hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to appoint consultant for carrying out ISO 27001 certification of datacenter, DR site and IT Management Services of the Bank and the BIDDER/Seller is willing to offer/has offered the services and

WHEREAS the BIDDER is a proprietorship firm / partnership firm/LLP/private company/public company/Government undertaking/, constituted in accordance with the relevant law in the matter and the BUYER is a corporation set up under an Act of Parliament.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence /prejudiced dealing prior to, during and subsequent to the currency of the contract to be entered into with a view to: -

Enabling the BUYER to obtain the desired said stores/equipment/services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortory impact of corruption on public procurement and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption in any form by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this integrity Pact and agree as follows:

**A) Commitments of the BUYER**

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
  - 1.2 The BUYER will during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
  - 1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
1. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the

BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and during such a period shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

### **B) Commitments of BIDDERS**

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contact stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following : -
  - 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any officials of the BUYER, connected directly or indirectly with bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
  - 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe , gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.
  - 3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
  - 3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
  - 3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacture/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER , or has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
  - 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with contract and the details of services agree upon for such payments.
  - 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
  - 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
  - 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain or pass on the others, any information provided by the BUYER as part of the business relationship, regarding

plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 if the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative to any of the officers of the BUYER or alternatively, if any relative of the officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender.

The term 'relative' for this purpose would be as defined in Section 2 (77) of the Companies Act, 2013.

- 1.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

## **2. Previous Transgression**

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public-Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

## **Earnest Money (Security Deposit)**

- 5.1 While submitting commercial bid, the BIDDER shall deposit an amount ` 1,00,000/- as Earnest Money/Security Deposit, in the form of Bank Draft or a Pay Order in favour of SIDBI, Mumbai.
- 5.2 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provision of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.3 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

## **1. Sanctions for Violations**

- 6.1 Any breach of the aforesaid provision by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with other BIDDER(s) would continue
  - (ii) The Earnest Money Deposit (in pre-contract stage) and /or Security Deposit/Performance Bond) (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
  - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER
  - (iv) To recover all sums already paid by the BUYER, and in case of Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a bidder from a country other than India with interest thereon at 2% higher than LIBOR. If any outstanding payment is due to the bidder from the buyer in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
  - (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER alongwith interest.
  - (vi) To cancel all or any other Contracts with the BIDDER, the BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER
  - (vii) To debar the BIDDER from participating in future bidding processes of the buyer or its associates or subsidiaries for minimum period of five years, which may be further extended at the discretion of the BUYER.
  - (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
  - (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with BIDDER, the same shall not be opened.
  - (x) Forfeiture of Performance Bond in case of decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3 The decision of the BUYER to the effect that a breach of the provision of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitor(s) appointed for the purposes of this Pact.
7. **Fall Clause**
- 7.1 The BIDDER undertakes that it has not supplied/is not supplying similar products /systems or subsystems at a price lower than that offered in the present bid in respect of any other

Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

8. **Independent Monitors**

- 8.1 The BUYER is in the process of appointing Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission.
- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3 The Monitors shall not be subject to instruction by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5 As soon as the Monitor notices or has reason to believe, a violation of the Pact, he will so inform the Authority designated by the BUYER
- 8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documents. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality
- 8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings
- 8.8 The Monitor will submit a written report to the designed Authority of the BUYER within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and should the occasion arise, submit proposals for correcting problematic situations.

9. **Facilitation of Investigation**

In case of any allegation of violation of any provision of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. **Law and Place of Jurisdiction**

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER

11. **Other Legal Actions**

The action stipulated in this integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.



12. **Validity**

12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later in case BIDDER is unsuccessful, this integrity Pact shall expire after six months from the date of the signing of the contract.

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

13 The parties hereby sign this integrity Pact, at \_\_\_\_\_ on \_\_\_\_\_

BUYER

BIDDER

Name of Officer

Chief Executive Officer

Designation

SIDBI

Witness

1)

Witness

1)

2)

2)

**AFFIDAVIT**

**(To be submitted by Applicant/Tenderer on non-judicial stamp paper of Rs. 100/- (Rupees Hundred only) duly attached by Notary Public)**

(To be submitted in Envelope-1)

Affidavit of Mr.

.....S/o.....

R/o.....

I, the Deponent above named do hereby solemnly affirms and declare as under:

1.That I am the Proprietor/Authorized signatory of M/s. ....Having its Head Office/Regd. Office at .....

2. That the information/documents/Experience certificates submitted by M/s..... along with the tender for ..... (Name of work).....To SIDBI are genuine, true and nothing has been concealed.

3. I shall have no objection in case SIDBI verifies them from issuing authorities. I shall also have no objection in providing the original copy of the document(s), in case SIDBI demand so for verification.

4. I hereby confirms that in case, any document, information & / or certificate submitted by me found to be incorrect / false / fabricated, SIDBI at its discretion may disqualify / reject / terminate the bid/contract.

I, ....., the Proprietor / Authorised signatory of M/s..... do hereby confirms that the contents of the above Affidavit are true to my knowledge and nothing has been concealed there from..... and that no part of it is false.

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

DEPONENT

ATTESTED BY (NOTARY PUBLIC)

### ACCEPTANCE OF TENDER CONDITIONS

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

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

Sub: Name of the Work & NIT No.:

Sir,

1 This has reference to above referred tender. I/We are pleased to submit our tender for the above work and I/We hereby unconditionally accept the tender conditions and tender documents in its entirety for the above work.

2 I/we are eligible to submit the bid for the subject tender and I/We are in possession of all the documents required.

3 I/We have viewed and read the terms and conditions of SIDBI carefully. I/We have downloaded and carefully read the following documents forming part of the tender document:

- a) Notice Inviting Tender
- b) Instructions to Architect Firm
- c) Conditions of Contract
- d) Criteria and Evaluation
- e) Annexure-I to Annexure-XI
- f) Corrigendum / Addendum / Other documents, if any.
- g) Financial bid (To be submitted in the separate cover)

4. I/we have submitted the mandatory documents such as Completion Certificate and other documents as required as per Notice Inviting Tender.

Yours faithfully,

(Signature of the Applicant/Tenderer)

With rubber stamp

Dated \_\_\_\_\_

**INFORMATION**

Details to be furnished duly supported by figures in balance sheet/ profit & loss account of the Bidder's Company for the **last five consecutive years** duly certified by the Chartered Accountant, as submitted by the bidder to the Income Tax.

Financial Year	2014-15	2015-16	2016-17	2017-18	2018-19
(i) Gross Annual turnover on Consultancy works.					
(ii) Profit (After Tax)					
(iii) Loss (After Tax)					

Signature of Chartered Accountant with Seal

Signature

of Bidders Date:

(Name, Address &amp; Contact Number of CA)

**Note : 1. Bidder should not submit entire volume of annual balance sheet & other financial statements.**

**2. Balance sheets of the bidder's company should be duly audited by Chartered Accountant upto March 2019.**

### FORM "B"

DETAILS OF **ALL WORKS OF SIMILAR NATURE COMPLETED** DURING  
THE LAST FIVE YEARS ENDING PREVIOUS DAY OF THE LAST DAY OF  
SUBMISSION OF BID

S. No.	Name of Similar Work/Project and location	Client / Owner organization	Cost of the work/Projects in Crores of Rupees	Cost of consultancy work in Lakh of Rupees	Date of commencement of consultancy as per contract	Details of Consultancy services Provided : (a) Brief Description of Project  (b) Scope of Consultancy – Master Plan / Architectural / Structural / MEP / HVAC / Fire fighting / Interior Design / Griha Consultancy (Tick which ever applicable)  (c) Functional Use of Different Buildings Designed	Actual date of completion of Construction work	Actual date of completion of Design Consultancy work.	Name, Contact Address, Telephone number, Email id of Project In-charge from Client side to whom reference may be made for verification.	Remarks
1	2	3	4	5	6	7	8	9	10	11

**Note:**

1. Supporting documents like Certificate from Client in support of each of the above Similar Works/ Projects to be furnished. However, copy of award letters / work orders etc. need not be enclosed.
2. The photographs, drawings etc. can be enclosed to supplement any salient features/components.

### FORM 'C'

#### PERFORMANCE REPORT OF CONSULTANCY SERVICES RENDERED BY THE CONSULTANT REFERRED IN FORM "B"

##### For Comprehensive Design Consultancy

1. Name of Consultant with Address:
2. Name of Work/Project & location.
3. Agreement no. & Name of Contracting Organization:
4. Nature of Project:
  - Type of Institution (Educational/ Research / Training)
  - Type of Building (Academic/Administrative/ Hostel/ Residence/ Auditorium etc)
5. Completion Cost of work (Project Cost):
6. Date of Completion of work (Project) :
7. Consultancy Services Fee Paid :
8. Brief Detail of Scope of Consultancy Work Done :
9. Date of start of Consultancy work :
10. Date of completion of Consultancy work :
11. Brief Details of Project :
12. Performance Report of Consultancy Work :
  - (i) Quality of Consultancy Services : Outstanding/Very Good/Good / Satisfactory/ Poor
  - (ii) Technical Proficiency : Outstanding/Very Good/Good / Satisfactory/ Poor
  - (iii) General Behaviour : Outstanding/Very Good/Good / Satisfactory/Poor

Dated: \_\_\_\_\_ Signature of Client/ Competent Authority/ Executive Engineer/Authorized Signatory of Client

**Note : Performance report in any other format with client signature and Seal / Letter Head giving above details shall also be considered, provided all the above desired information is available.**

## FORM "D" STRUCTURE

### & ORGANISATION

1. Name & Address of the Bidder :
2. Telephone no. & Fax no.
3. Email id :
4. Legal status of the Bidder (attach copies of original document defining the legal status)
  - (a) An Individual\*
  - (b) A proprietary firm\*
  - (c) A firm in partnership\*
  - (d) A limited company or Corporation\*
5. Particulars of registration with various Government Bodies (attach attested photocopy)  
**Organization/Place of registration** **Registration No.**
6. Names and titles of Directors & Officers with designation to be concerned with this work.
7. Designation of individuals authorized to act for the organization.
8. Has the Bidder or any constituent partner in case of partnership firm, Limited Company ever been convicted in the court of law?. If so, give details.
9. Registration number and year of registration\*\* of the Consultant or his employed Architect(s) with Council of Architecture :
- \*\* Enclose the Copy of Certificate of Registration with Council of Architecture.*
10. Name, qualification and experience details of Architect(s), in-house or employed with the bidder :
- 11.** Number of years of regular employment\* of employed Architect(s): Name of Architect & date of joining the bidder organization. (**\*Enclose Copy of letter of appointment of Architect(s) in bidders firm**)
12. Details of in-house capability for Design of other specialized components :

Interior designs/ Furniture Designs / Structural Design / Mechanical & Electrical Services designs / Plumbing Design / HVAC Design / Fire fighting and Fire alarm Systems / Sewerage and sanitary network designs / drainage system design / ~~acoustic designs/ audio-video designs/~~ Intranet Network design / landscaping and horticulture design / Griha consultancy / Energy Efficient designs / Cost Estimations / any other \*

- \* Strike out whichever not available.

13. Details of Architect(s)/ Engineers(s) employed with the bidder for design of specialized components in house as mentioned at S.N. 11 above :

- a. Name
- b. Educational Qualification
- c. Date of permanent/regular appointment in bidder's company
- d. Details of Experience in specialized components
- e. Details of projects executed in specialized field by Engineer/Architect :Project name, Date of completion of Project, Client name, Cost of specialized component in Project, Salient Details of Specialized Design done
- f. Performance Certificate in specialized field from client :

*(Note : If Bank is not satisfied with bidders credentials for in house design capabilities and experience in specialized component(s), the consultant shall be required to associate with him sub consultant(s) for specialized component. Nothing extra shall be payable to consultant for the same and sub consultant fee shall be inclusive in consultants tendered fee for consultancy. Decision of Bank shall be final and binding on the Consultant)*

14. List Specialized Components mentioned at S. No. 12 of this form for which bidder propose to associate sub consultant(s) with prior approval of Bank after award of contract : Give following details :

- a. Name of Specialized Components :
- b. Name of Proposed sub consultant(s) :
- c. Details of Experience in specialized components :
- d. Details of projects executed in specialized field by Engineer/Architect :Project name, Date of completion of Project, Client name, Total Project Cost, Cost of specialized component in Project, Salient Details of Specialized Design done
- e. Performance Certificate in specialized field from client :

*(Note : Approval of sub consultant shall be granted by Bank after award of work based on details furnished with technical bid. Bank may request more details about proposed sub consultant from successful bidder. However, Bank shall not be bound to accept the name of sub consultant proposed in technical bid and may request consultant to propose new sub consultant if he is not satisfied with the credentials of proposed sub consultant. Decision of Competent authority shall be final and binding on consultant)*

15. Any other information considered necessary but not included above.

Signature of Bidder(s)



**FORM "E"**

**GENERAL INFORMATION**

1.	Name of Applicant / Company	
2.	Address for correspondence	
3.	Official e-mail for communication	
4.	Contact Person: Telephone Nos. Fax Nos. Mobile	
5.	Type of Organisation: a) An individual b) A proprietary firm c) A firms in partnership (Attach copy of Partnership) d) A Limited Company (Attach copy of Article of Association) e) Any other (mention the type)	
6.	Place and Year of Incorporation	
7.	Details of Registration of Proprietor / Partners/ Directors with various Institutions	
8.	Name of Directors / Partners in the organization and their status along with their qualifications	
9.	Name(s) of the persons along with their qualification and designation, who is authorized to deal with SIDBI (Attach copy of Power of Attorney)	
10.	Organisation Chart of Key Personnel	
11.	Details of Awards / Appreciations supported with document to be submitted	
12.	Bank Details Name of the Bank : Account Number : IFS Code : Name & Address of the Branch: MICR Code: Email id of the Bank :	

**Signature of Applicant/Tenderer with Seal**

**FORM "F"**

**Organisation setup of the company  
(Details to be furnished in the following format)**

S.No.	Name	Designation	Qualification	Professional Experience and details of work carried out	Years with firms	Remarks

**Signature of Applicant/Tenderer with Seal**

**FORM “G”**

**DETAILS OF EXPERIENCE CERTIFICATES FOR THE WORK EXECUTED DURING LAST 05 YEARS**

S. No.	Name of work and its location	Name of Client	Date and No. of Completion Certificate	Date of Start	Date of Completion	Cost of the Work on completion	Value of TDS in case of Private Work	Reference and Page No. of Documentary Proof of the detail missing in completion certificate
1								
2								
3								
4								
5								
6								

1. Certified that the Completion Certificates of above works are enclosed with the Tender Documents.
2. Details mentioned in the above Form are as per Completion Certificates and have not been presumed.

**Signature of Applicant/Tenderer with Seal**

**FORM "K"**

**DETAILS OF WORK IN HAND**

S. No.	Name of work and its location	Name of Client	Date of Start of work	% completion of work	Date of Completion	Estimate Cost of the Work	Value of TDS in case of Private Work	Remark
1								
2								
3								
4								
5								
6								

**Signature of Applicant/Tenderer with Seal**

**FORM "L"**

**PROFORMA FOR ON ROLL MANPOWER**

Sr.No.	Manpower	Name of Employee	Designation	No. of Years with the Company	Total Experience in years
1.	Architects : B.Arch with minimum 10 years of experience in the Consultancy (on roll)				
2.	Architects : B. Arch with minimum 04 years of experience in the Consultancy (on roll)				
3.	Structural Engineer: B.tech with 10 years experience or M.Tech with 5 year experience in structural Design. (on roll)				
4.	Graduate : Mechanical, Electrical, Plumbing (MEP) Engineer (on roll)				

- Attach Copies of CVs
- Attach Copies of Qualification

**Signature with Seal of the Applicant/Tenderer**

**Section -9**

**PRICE BID**

**(TO BE ENCLOSED IN A SEPARATE SEALED ENVELOPE)**

**FINANCIAL BID**

**Name of Work: Providing Consultancy Services for Architectural, Structural and Interior Designing for "Construction of SIDBI Training Institute at Plot No-7/8, Sector-7, Gomti Nagar Extension, Lucknow"**

**Name of Bidder:**

<b>Item No.</b>	<b>Description of BOQ Item</b>	<b>Quantity</b>	<b>Unit</b>	<b>Amount (excluding GST) (Rs.)</b>
1	<p>Providing Comprehensive Consultancy services for <b>Design &amp; Drawings for Building</b> for architectural, interiors, structural, MEP &amp; all allied building services, HVAC, Fire Fighting and Fire Alarm, Lifts, Acoustics, Audio - Video, Security System, Solar Power Generation, Sub Station, LT Panel &amp; DG Set, Street/Compound Light Fittings, furniture, Landscaping &amp; External Development works including soil investigation all complete as per scope of work&amp; terms and condition specified in the bid document and directions of CPWD.</p> <p><b>NOTE:- Rate to be quoted as lump sum only</b> (not in percentage basis or per Sqm of plinth area of building as defined in Terms of payment to consultant) to avoid cancellation of bid.</p>	1	Job	
<b>Total Amount : Rs.</b>				

**Applicable GST will be extra.**

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

Signed for and on behalf of the Bidder (Authorized Signatory of the firm)