

GOVERNMENT OF MEGHALAYA

NOTICE INVITING OPEN TENDER

**FROM REPUTED AND REGISTERED
ARCHITECTECTURAL FIRMS / ENGINEERING
FIRMS/ CONSULTANTS**

FOR CONSULTANCY SERVICES

TO PREPARE

**THE ARCHITECTURAL & ENGINEERING DESIGN,
PREPARATION OF DETAILED PROJECT REPORT
(DPR) INCLUDING MASTER PLANNING, ZONING &
LANDSCAPING CONSULTANCY (PHASE-WISE) FOR
CONSTRUCTION OF A COMMERCIAL COMPLEX
AND RIVER FRONT DEVELOPMENT AT POLO,
SHILLONG, EAST KHASI HILLS DISTRICT,
MEGHALAYA.**

**OFFICE OF THE DIRECTORATE OF
URBAN AFFAIRS,
GOVERNMENT OF MEGHALAYA, SHILLONG**

TERMS OF REFERENCE

THE ARCHITECTURAL & ENGINEERING DESIGN, PREPARATION OF DETAILED PROJECT REPORT (DPR) INCLUDING MASTER PLANNING, ZONING & LAND SCAPING CONSULTANCY (PHASE WISE)

INDEX

Sl. No	DESCRIPTION	SECTION	PAGE Nos.
1	NOTICE INVITING TENDER	Section-1	1 to 9
2	INSTRUCTIONS TO CONSULTANT	Section-2	10 to 18
3	CONDITIONS OF CONTRACT	Section-3	19 to 38
4	QUALIFYING CRITERIA (In case open tenders are invited)	Section-4	39 to 41
5	FINANCIAL PROPOSAL	Section-5	42 to 43
6	FORMATS A. PROFORMA OF BANK GUARANTEE (EMD) B. PROFORMA OF BANK C. GUARANTEE (PERFORMANCE) AGREEMENT FORM D. INTEGRITY PACT	Section-6	44 to 56

Sl. No	Particulars	Description/Remarks
1	Bidding Document No.	
2	Name of the work	Architectural & Engineering Design, Preparation of Detailed Project Report (DPR) including Master Planning, Zoning & Landscaping Consultancy (Phase-wise) for Construction of a Commercial Complex And Infrastructure Works at Polo, Shillong, East Khasi Hills District, Meghalaya.
3	Client/Owner	Urban Affairs Department
4	Brief Scope of Work	Consultancy for the Architectural planning, Designing, Detailing, including E&M services and other associated work.
5	Estimated Project cost Phase -I	Rs.42,80,80,000.00 (Rupees Fourty two Crores eighty Lakhs Eighty Thousand) only
6	Time for Completion of work	2 Month from issue of LOA
7	Defect Liability Period	Till the completion of the construction of the project at site (phase I)
8	Earnest Money Deposit	Rs. 4.00 (Lakhs)

Abbreviations

DUA	-	Director Urban Affairs
COA	-	Council of Architecture
EMD	-	Earnest Money Deposit
GRIHA	-	Green Rating for Integrated Habitat Assessment
HPC	-	High Power Committee
HVAC	-	Heating, Ventilating/Ventilation and Air Conditioning.
LOA	-	Letter of Award
MOEF	-	Ministry of Environment and Forest
NIT	-	Notice Inviting Tender
PERT/CPM	-	Program Evaluation and Review Technique/Critical Path Method
UAD-		Urban Affairs Department.

Section-1
NOTICE INVITING OPEN TENDER

**GOVERNMENT OF MEGHALAYA OFFICE OF THE DIRECTORATE OF
URBAN AFFAIRS , MEGHALAYA, SHILLONG .**

NO. DUA/D/22/2002/PtII/86 Dated: Shillong, the 4th August, 2017.

NOTICE INVITING OPEN TENDER

1. The Director, Urban Affairs, invites open percentage fees basis offer from Registered Architects / Consultant Firms for the consultancy services as mentioned in the table below:-

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5	Estimated Project cost Phase -I	Rs.42,80,80,000.00 (Rupees Fourty two Crores eighty Lakhs Eighty Thousand) only
6	Time for Completion of work	2 Month from issue of LOA
7	Defect Liability Period	Till the completion of the construction of the project at site (phase I)
8	Earnest Money Deposit	Rs. 4.00 (Lakhs)
9	Non-refundable cost of tender / Bid document	Rs.11,500/-inclusive of VAT@ 15.00% in the shape of DD/PO in favour of Director, Urban Affairs payable at Shillong.
10	Last date & time of submission of bid	Up to 28-08-2017 by 15.00 Hrs
11	Date & time of opening of Technical bid	15.30 Hrs on 28-08-2017
12	Validity of offer	120 days after the last date fixed for submission of bid including the extension(s) given, if any.
13	Obtaining GRIHA/IGBC Green Building Certification	Essential

SI. No.	Criteria	Score
A.	Master Planning & Zoning	30
1. a)	Cost effective Site Utilization.	05
b)	Grouping of Functions	05

The tender document can be downloaded from the websites <http://megurban.gov.in> and <http://meghalaya.gov.in> "Corrigendum, if any, would appear only on the above web site and would not be published".

2. The intending tenderer(s) must read the terms and conditions of this contract carefully. They should only submit their bid if eligible and in possession of all the documents required.

3. Information and Instructions for tenderer(s) posted on website shall form part of bid document.

4. The bid document consisting of 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 websites <http://megurban.gov.in> and <http://meghalaya.gov.in>

5. Architects / Consultant must ensure to quote rate in percentage. The rate shall be quoted up to 2 Decimals. If any cell is left blank and no rate is quoted by the tenderer, rate of such item shall be treated as "0" (ZERO).

6. Notwithstanding anything stated above, Urban Affairs Dept. reserves the right to assess the capabilities and capacity of the tenderer(s) to perform the contract in the overall interest of the Commercial Complex.

7. The tenderer(s) is/are required to quote strictly as per the terms and conditions, specifications, standards given in the tender documents and not to stipulate any deviation.

11. The tenderer(s), if deviation is required, may submit questions in writing to "The Director, Urban Affairs Dept, Shillong, Meghalaya, 793001."

12. Director, Urban Affairs Dept. reserves the right to reject any or all tenders or cancel/withdraw the Invitation for Bids without assigning any reason whatsoever and in such case no tenderer / intending tenderer shall have any claim arising out of such action.

13. Integrity Pact duly signed by the tenderer(s) shall be submitted. Any bid without signed Integrity Pact shall be rejected.

14. List of Documents to be submitted:

- a. Demand Draft/Pay order or Banker`s Cheque / Bank Guarantee of any Nationalized Bank.
- b. Registered Architect/ firm/consultant registered with the Council of Architecture.
- c. Integrity Pact
- d. Letter of Acceptance of tender condition, in the prescribed format as *Annexure-I* in the section of NIT.
- e. Copy of Service Tax registration Number.

15. Earnest Money Deposit:

Earnest Money Deposit of amount as mentioned in "NIT of Tender" required to be submitted along with the tender shall be in the form of Demand Draft payable at place as mentioned in NIT in favour of The Director, Urban Affairs Dept. The Bank Guarantee towards Earnest Money Deposit is also acceptable (in the prescribed format as per Section-6) issued from any Nationalized Bank.

Earnest Money Deposit shall be valid for a minimum period of 180 (One Hundred eighty) days from last day of submission of bid. The Earnest Money

Deposit should be deposited in office of The Directorate Of Urban Affairs,Shillong.

15.1 The Earnest Money Deposit shall be payable to the Director,UAD without any condition(s), recourse or reservations.

i) The Bid will be rejected by the Director, Urban Affairs Dept. as nonresponsive and shall not be considered in case the Earnest Money Deposit is not received in physical form.

ii) The Earnest Money Deposit of unsuccessful bidders will be returned within 60 days on their request along with Bank details, after issuance of LOA to the successful consultant.

iii) The Earnest Money Deposit of the successful bidder will be discharged after the bidder has furnished the required acceptable performance guarantee and has signed the contract Agreement whichever is later.

iv) No interest shall be paid by the UAD on the Earnest Money Deposit.

v) The Earnest Money Deposit may be forfeited:

a) if a consultant withdraws the bid after bid opening during the period of validity;

b) in the case of a successful consultant; if the consultant fails to Sign the Agreement with in the 10 days from the date of issue of LOA or furnish the required performance security or fail to commence the work within the stipulated time period prescribed in the contract.

16. Interested Architects / Consultant who wishes to participate in the bid has also to make following payments in the form of Demand Draft or Pay Order or Banker's Cheque of any Nationalized Bank

I. Cost of Bid Document Rs. 10000.00 + VAT @ 15% = Rs. 11,500.00 drawn in favour of Director Urban Affairs, payable at Shillong.

II. Cost of Bid Document shall be placed in single sealed envelope superscripted as "Earnest Money, Cost of Bid Document with name of work and due date of opening of the bid also mentioned thereon.

Copy of Registration letter issued by Council of Architecture and certificate of work experience (if required) and other documents as specified in the tender shall be submitted in a separate envelop marked as "Other Documents".

17. Set of Tender Documents:

The following documents will constitute set of tender documents:

- a) Notice Inviting Open Tender
- b) Conditions of Contract
- c) Integrity pact
- d) Site Layout/Plan, Drawings if available
- e) Corrigendum, if any
- f) Other documents, if any

18. Mode of Submission

The tenderer must submit the Technical bids in separate sealed envelopes addressed to Director, Urban Affairs Dept, Raitong Building, Shillong, Meghalaya 793001.

- a. Demand Draft/Pay order or Banker`s Cheque /Bank Guarantee of any Nationalized Bank against EMD.
- b. Demand Draft/Pay order or Banker`s Cheque of any Nationalized Bank towards cost of Bid Document.
- c. Proof of payment through receipt.
- d. Valid Registration letter of the Architect/consultant issued by Council of Architecture.
- e. Integrity Pact.
- f. Letter of Acceptance of tender condition in the prescribed format as *Annexure-I* in the section of NIT.
- h. Any other details as per Tender.

The envelope containing Technical bid should also indicate clearly the name and address of the tenderer. In addition the left hand top corner of the envelope or container should indicate the name of the work, name of the document in the envelope with bid opening date and time and addressed to address mentioned above and shall reach on or before **28-08-2017** up to **1500 hrs**. The bid shall be opened at **1530 hrs** on the same day.

The technical bid documents submitted by intending tenderer(s) shall be opened only of those tenderer(s), whose Earnest Money Deposit and Cost of Bid Document and other documents placed in the envelope are found in order. **The Financial bid of those tenderer(s) whose documents are found to be in order and who qualify in the Design Concept evaluation, shall be opened. The date of opening of financial bid shall be informed to the tenderer by Fax / E mail.**

The bid submitted shall become invalid, if:

- i) The tenderer is found ineligible.
- ii) The tenderer does not submit all the documents (including service tax registration) as stipulated in the bid document.
- iii) Tenders in which any of the prescribed conditions are not fulfilled or found incomplete in any respect are liable to be rejected.

19. Before the last time and date of submission of bid as notified, the tenderer can submit revised bid any number of times.

20. The bid for the works shall remain open for acceptance for a period of 150 days from the last date of submission of bid including the extension given, if any. In case any tenderer withdraws its bid before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable to the Director, Urban Affairs Dept, then the Director, Urban Affairs shall, without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money as aforesaid. Further the tenderer(s) shall not be allowed to participate in the re-bidding process of work.

21. The acceptance of any or all tender(s) will rest with the Selection Committee (SC) who does not bind itself to accept the lowest tender and reserves to itself the right to reject any or all of the tenders received without assigning any reason thereof.

22. On acceptance of tender, the name of the accredited representative(s) of the Architect / Consultant who would be responsible for taking instructions from Director, Urban Affairs, shall be intimated within 07 days of issue date of letter of award by the SC.

23. Date of Start of work shall be reckoned from the 10th day after issue of the letter of Award by the Director, Urban Affairs.

24. The award of consultancy work, execution and completion of work shall be governed by tender documents consisting of (but not limited to) Letter of Award/Letter of work order, Price bid, Conditions of Contract etc. The tenderer(s) shall be deemed to have gone through the various conditions while making/preparing their technical & financial proposals & submitting the Bid(s) including site conditions, topography of the land, drainage and accessibility etc. or any other condition which in the opinion of tenderer will affect his price/rates before quoting their rates.

25. Brief Description of Project:

- a. Area of plot is 5095 SQ.Meter and is located at Polo, Shillong
- b. Tentative requirement of client are to prepare the Architectural & Engineering Design, Preparation of Detailed Project Report (DPR) including Master Planning, Zoning &

Land Scaping Consultancy (Phase-wise) for

- 1 Commercial Building:
 - (a) The work for preparation of DPR for a high end commercial complex is to be carried out for an area of 5095 sqm. However, entire area of 7695 sqm which belongs to Shillong Municipal Board shall be considered for planning so as to fulfill the criteria of Special Building under the prevailing byelaws. For this, the floor area of ongoing vendors market are to be accounted for calculations and the consultants are to examine and offer an advisory on the feasibility of extending on the floors above the vendors market.
- 2 Development of River Front between the two bridges
- 3 Integrated development of adjoining areas as per the Plot Map.
 - (a) Plot I measuring 1291 sqm located between Plot-II and PWD road is to be integrated in Master Plan for use of Parking.
 - (b) Plot III measuring 1991 sqm adjacent to plot II on the western side to be considered for development at a later stage.

SCOPE OF WORK

PHASE – I : Entire Architectural & Engineering Design, Preparation of Detailed Project Report (DPR) including Master Planning, Zoning & Land Scaping of the following:

- (i) State of the Art Design of the Commercial Complex.
- (ii) Display corner for display of Artist work, Sculpture, Art work and Music podium
- (iii) Amphitheater for Audience to listen to Music Artist.
- (iv) Food Court Etc
- (v) Sub Station Etc
- (vi) Car Parking –At the Ground Floor.
- (vii) Design of River Front including Open space for People to relax.

PHASE-II: Master Planning, Landscaping and Zoning only of the following:
(Area mentioned is for purpose of designing/layout for Zoning)

- (i) Proposed Re Engineering of The Polo Junction integrating the traffic flow
- (ii) Design of Boundary wall.
- (iii) Proposal how to Rejuvenate the Wah Umkhrah Stream
- (iv) Proposed Segregation of the Vendors Shop from the Proposed High End Complex.
- (v) Proposed integration of Adjoining areas for future development:
 - (a) Plot I measuring 1291 sqm located between Plot-II and PWD road is to be integrated in Master Plan for use of Parking.
 - (b) Plot III measuring 1991 sqm adjacent to plot II on the western side to be considered for development at a later stage.
- (vi) Proposal from Smart City Recommendation maybe incorporated if found feasible.
- (vii) Security Barracks
- (viii) Security Kiosk

Tentative Schedule

Last Date of Submission and Opening of Tenders	: 28 th August 2017.
Selection of Pre-Qualified Bidders	: 4 th September 2017.
Submission of Presentation Drawings	: 24 th October 2017.
Presentation	: 6 th to 8 th November 2017.
Issue of LOA	: 20 th November 2017
Submission of Complete Project	: 20 th January 2018 .

ANNEXURE-I

ACCEPTANCE OF TENDER CONDITIONS

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

To, The Director Urban Affairs Dept, Government of Meghalaya.

Sub: THE ARCHITECTURAL & ENGINEERING DESIGN, PREPARATION OF DETAILED PROJECT REPORT (DPR) INCLUDING MASTER PLANNING, ZONING & LANDSCAPING CONSULTANCY (PHASEWISE) FOR CONSTRUCTION A COMMERCIAL COMPLEX AND RIVER FRONT DEVELOPMENT AT POLO, SHILLONG, EAST KHASI HILLS DISTRICT, MEGHALAYA.

Ref:

Sir,

1. With reference to above 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 Director Urban Affairs, carefully and have downloaded the following documents forming part of the tender document:
 - a. Notice Inviting Open/Tender
 - b. Conditions of Contract
 - c. Integrity pact
 - d. Site Layout/Plan, Drawings if available
 - e. Corrigendum, if any
 - f. Other documents, if any
4. I/we have submitted the mandatory documents such as cost of bid document, Earnest Money Deposit, and other documents as per Notice Inviting Tender

Yours faithfully,

(Signature of the tenderer)

Dated: _____ With rubber stamp

Section-2 INSTRUCTIONS TO CONSULTANT

INSTRUCTIONS TO CONSULTANT

1.0 Introduction

- 1.1 The Architects/Consultants registered with Council of Architecture and not black listed/banned/sanctioned by State/Central Government are eligible to participate in the Bid.
- 1.2 The Architects / Consultants are invited to submit a Technical bid together with a financial bid for consulting services required for the assignment as indicated in the Notice for Tendering. The tender will be the basis for technical discussions/negotiations if required and ultimately for a signed Contract with the selected Architect /consultant.
- 1.3 The Architects/consultants should familiarize themselves with local conditions and take into account in preparing proposals. To obtain first-hand information on the assignment and local conditions, Architects /consultants are desired to visit the site before submitting a proposal. Architect firm/Consultants or Authorised Representatives should contact the following regarding site specific information and site visit enquiry.

Persons to be contacted for information/queries: (on all working days from
10:00 a.m. to 5:00 p.m.)

1. Director -0364-2210037
2. Architect (I)
3. Assisstant Architect (II) -

Email: dua@gmail.com

- 1.4(a) The Urban Affairs Dept. will provide the inputs to the Architects/consultants, if available. However, The Urban Affairs Dept. does not assume any responsibility for any loss or financial damages on account of use of such information by consultants. The consultants are advised to collect their own information for preparation, submission of bids & execution of services after award of work.
- 1.4(b) The Architects /consultants shall be responsible for obtaining licenses and permits to carry out the services.
- 1.5 Architects /consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation, site visits etc. The Director Urban Affairs/Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Architects /consultants.
- 1.6. The Proposed Building should be unique, prominent and reflect the 'Traditional Architectural Style' pertaining to the region and stand out as a *Symbolic Monument* of the State of Meghalaya.

1.1 Conflict of Interest

- 1.1.1 Director Urban Affairs requires that Architects/ Consultants provide professional, objective, and impartial advice and at all times hold the Department interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.
- 1.1.2 The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of SC/UAD or that may reasonably be perceived as having this effect. Failure to disclose such situations may lead to the disqualification of the Architects/Consultant or the termination of its Contract and/or sanctions by the Bank.
- 1.1.3 Without limitation on the generality of the foregoing, Consultants and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

(i) Conflicting Activities

Conflict between consulting activities and procurement of goods, works or non-consulting services – Implies that a Firm/Consultant have been engaged for providing goods, works, or non-consulting services for the project.

(ii) Conflicting assignments

Architect/Consultants (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another Employer.

(iii) Conflicting relationship

An Architect /Consultants (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the SC/UAD who is directly or indirectly involved in any part of (a) the preparation of the Terms of Reference of the assignment, (b) the selection process for such assignment, or (c) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the SC throughout the selection process and the execution of the Contract.

- 1.1.4 No current employees of the Urban Affairs Dept shall work as Architect /Consultants with the Firm. Recruiting former employees of the UAD to work is acceptable provided no conflict of interest exists.

1.2 Fraud and Corruption

- 1.2.1 The U.A.D requires that the Architects /consultants participating in selection process adhere to the highest ethical standards, both during the selection process and throughout the execution of a contract. In pursuance of this policy, the U.A.D:

1.2.2 Defines, for the purpose of this paragraph, the terms set forth below:

1.2.3 “corrupt practice” means the offering, promising, giving, receiving, or soliciting, directly or indirectly, of anything of value which he is not legally entitled to, to influence the action of a public official in the selection process or in contract execution.

1.2.4 “fraudulent practice” means a willful misrepresentation or omission of facts or submission of fake/forged Documents in order to influence a selection process or the execution of a contract;

1.2.5 “collusive practices” means a scheme or arrangement whether formal or informal, between two or more consultants with or without the knowledge of the Director, Urban Affairs., designed to establish prices at artificial, non competitive levels, submission or non submission of Bids;

1.2.6 “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.

1.2.7 Will reject a proposal for award if it determines that the Architect /consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question; and

1.2.8 Will file a complaint to the Council Of Architecture an Architect / consultant, including declaring the Architects /consultant ineligible, either indefinitely or for a stated period of time, for award of a contract if at any time determines that the Architects/consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing a contract.

1.3 Only One Proposal

The Architects/consultant can submit only one proposal either in its own name or as part of a Joint Venture in another Proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified. However, this does not limit the participation of the same Sub-Consultant, including individual experts, to more than one proposal.

1.4 Proposal Validity

The Architects/consultant tender must remain valid for 120 days after the last date fixed for submission of tender including the extension(s) given, if any.

1.5 Association of Sub-Consultants (for specialized work)

1.5.1 The Consultant could subcontract the work partially but not the whole of the Services.

1.5.2 Architects /Consultant may associate with sub consultant(s) for specialized works such as HVAC, Lift, Fire fighting, Landscaping etc.

2. Clarification and Amendment of Bid Documents

- 2.1 An Architects /Consultants may request for a clarification on any clause(s) of the Bid documents not later than 5 days before the last date for submission of proposals. Any request for clarification must be sent in writing, or by standard electronic means, to the Director, Urban Affairs. The Director, Urban Affairs will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without disclosing the Source of query) to all Architects/consultants. Should the Director, Urban Affairs deems it necessary to amend the bid document as a result of a clarification or any other reasons it shall do so following the procedure under para. 2.2.

However Director Urban Affairs reserves the right to respond the queries after cutoff date as mentioned above.

- 2.2 At any time before the submission of tender, Director Urban Affairs may modify/ amend the bid document and extend the last date of submission/ opening of the tender by issuing a corrigendum/addendum.

Any Corrigendum/Addendum thus issued shall form part of tender document and shall be posted only on website <https://megurban.gov.in>. To give the Consultant reasonable time to take an amendment into account in their bids and on account of any other reasonable circumstances, Director, UAD may at his discretion, extend the deadline for the submission/ opening of the tender.

3. Preparation of Bid Proposal

- 3.1 In preparing their tender, Architect firm/consultants are expected to examine in detail the tender document. The tender shall contain technical & financial Bids.

- 3.2 The bid proposals, all related correspondence exchanged by the Architects /consultants & the Director, Urban Affairs and the contract to be signed with the winning consultant shall be written in the English language

3.3 Technical Bid Proposal

- a) The Technical bid shall not include any financial information. A Technical bid containing financial information shall be declared non responsive / invalid.
- b) The Technical bid may be declared non responsive / invalid, if the bid is not accompanied by the requisite documents as stipulated in tender document.

3.4 Financial bid Proposals

The Financial bid shall not include any commercial or technical condition/information. **Financial offer shall be submitted as per Section-5 in Percentage Rate only.**

4. Submission, Receipt and Opening of bids

- 4.1 The consultant shall submit a signed and complete proposal comprising the documents and forms in accordance with clause 17 of section -1.

- 4.2 The original bids (Technical bid and Financial bid) shall contain no interlineations or

overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed tender documents must initial such corrections. Letter for acceptance of tender condition should be submitted in the prescribed format of Annexure-I, Section-1.

4.3 An authorized representative of the Architects/Consultant shall sign the Technical & Financial bids. The authorization shall be in the form of a legally enforceable written power of attorney executed on non-judicial stamp paper of appropriate value duly notarized and shall be submitted along with bid.

4.4 The Technical and Financial Proposals contained in sealed envelope separately and marked clearly as "Technical Proposal" and "Financial Proposal" respectively shall be placed into one outer envelope and sealed. The outer envelope shall bear the submission address, name of assignment, consultant name and address and shall be clearly labeled "DO NOT OPEN BEFORE [Insert the time and date of submission deadline]".

4.5 If the envelopes and packages with the proposal are not sealed and marked as indicated it will assume no responsibility for the misplacement, loss or premature opening of the Proposal and shall be rejected.

1 The Director, UAD shall open the Technical bid of all bids received after the deadline for the submission of original in hard copy as per NIT. The Financial bid shall remain securely stored.

2 **Tender Evaluation**

5.1 If required, the Director, UAD may seek the clarifications on the Technical bid of the applicants. If the clarifications sought by the Director,UAD are not received in stipulated period then technical evaluation will be done based on available data in their technical bid. Evaluators of Technical bid shall have no access to the Financial bid until the technical evaluation is concluded.

5.2 **Evaluation of Technical Bid**

Technical bid shall be evaluated in two stages as under:

(i) Stage-I:

Evaluation of the Technical bid submitted – initially it shall be seen whether the Architects /Consultant submitted all the documents mentioned herein above.

For non compliant bids, the tender shall be rejected at this stage itself.

(ii) Stage-II: Design Concept Presentation

Under this stage, the tenderer(s) short listed after Stage-I shall be invited for participating in the design concept Competition by the way of presentation before the Selection Committee (SC) constituted for the purpose by the Urban Affairs Dept. The Architect firm/Consultant shall bring hard & soft copy of Design concept and related details at the time of presentation. The time and venue for presentation will be intimated separately.

The committee shall evaluate the presentation on design concept and would assign the marks independently and then the assigned marks would be averaged out.

The consultant shall have no right to challenge the marks assigned by the individual member of the committee and, individual member of the committee shall have no liability to applicant in this regard. No correspondence would be entertained challenging or contesting the marking by the individual member of the committee.

The committee will select An Architect /Consultant on the basis of Design Concept Presentation shown in the table below. The financial bid of those Architect firm/ consultant shall only be opened who secure minimum 70% out of total marks in the design competition.

The committee shall evaluate the design concept of consultants by applying the evaluation criteria, sub-criteria, and point system as stipulated here in under.

Evaluation Criteria of the Design Concept Presentation

Sl. No	DESCRIPTION	SECTION	PAGE Nos.
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4	QUALIFYING CRITERIA (In case open tenders are invited)	Section-4	39 to 41
5	FINANCIAL PROPOSAL	Section-5	42 to 43
6	FORMATS A. PROFORMA OF BANK GUARANTEE (EMD) B. PROFORMA OF BANK C. GUARANTEE (PERFORMANCE) AGREEMENT FORM D. INTEGRITY PACT	Section-6	44 to 56

Sl. No	Particulars	Description/Remarks
1	Bidding Document No.	
2	Name of the work	Architectural & Engineering Design, Preparation of Detailed Project Report (DPR) including Master Planning, Zoning & Landscaping Consultancy (Phase-wise) for Construction of a Commercial Complex And Infrastructure Works at Polo, Shillong, East Khasi Hills District, Meghalaya. 16
3	Client/Owner	Urban Affairs Department

Sl. No	DESCRIPTION	SECTION	PAGE Nos.
1	NOTICE INVITING TENDER	Section-1	1 to 9
2	INSTRUCTIONS TO CONSULTANT	Section-2	10 to 18
3	CONDITIONS OF CONTRACT	Section-3	19 to 38
4	QUALIFYING CRITERIA (In case open tenders are invited)	Section-4	39 to 41
5	FINANCIAL PROPOSAL	Section-5	42 to 43

5.3 **Evaluation of Financial Bid**

- 5.3.1 After the technical bid evaluation is completed, the Director UAD shall notify in writing to those Architects/Consultants who have qualified the technical bid, the date, time and location for opening of their financial bid. Architects /Consultants attendance at the opening of Financial bid is optional.
- 5.3.2 Financial bid shall be opened in the presence of the Architects/Consultants' representatives who choose to attend. The Financial bid of the qualified Architect firm/consultant(s) shall be then opened.
- 5.3.3 The final selection shall be based on Quality and Cost Based Selection (QCBS) in the ratio of 70:30 (70% Technical and 30% Financial/cost)

6. Confidentiality

From the time the proposals are opened to the time the contract is awarded, the Consultant should not contact the client on any matter related to its Technical and/or Financial Proposal. Information relating to evaluation of tenders and recommendations concerning awards shall not be disclosed to the Architects/Consultant who submitted the tender or to other persons not officially concerned with the process, until the publication of the contract award information. Any attempt by consultants or anyone on behalf of the consultant to influence improperly the client in the evaluation of the proposals or contract award decisions may result in the rejection of its tender and may be debarred from participating in future tenders.

7. Award of Contract

- 7.1 The contract will be awarded to the consultant having the highest combined score of Technical and Financial and will be informed by Director, UAD through a Letter of Award (LOA).

- 7.2 The Architect firm/consultant shall commence the assignment on the date and at the location specified by 10th day of issuance of LOA.
- 7.3 The successful consultant(s) for the purpose of execution of the services, progress review and monitoring, shall submit, a detailed work schedule and PERT network / CPM indicating completion of all major activities as per the milestones indicated for completion of such activities in the RFP Document for consideration and approval by the Director,UAD. This approved schedule / network shall be pre-requisite for signing of the Contract Agreement and shall form part of the Contract Agreement. Further the consultant shall also submit another schedule, which is the most detailed schedule depicting all activities involved for each of the major milestones/ activities involved in consultation with the Director,UAD for approval.

Section-3 CONDITIONS OF CONTRACT

1. Definitions For the purpose of the agreement, the following words and expressions shall have the meaning hereby assigned to them except where the context otherwise requires:

- a) **Approved** means approved by Director,Urban Affairs in writing including subsequent confirmation of previous approval and 'Approval' means approval by Director,Urban Affairs in writing as above said.
- b) **Applicable Law** means the laws and any other instruments having the force of law.
- c) **Architect firm/Consultant** means any private or public entity that will provide the Services to the UAD under the Contract.
- d) **Building** shall mean the Construction of proposed building.
- e) **Client** mean the implementing/executing agency of high end commercial complex that sign the contract for the services with the selected consultant
- f) **Contract** means the legal binding written agreement signed between the "Client" and the selected Architects/Consultant and all the attached documents listed in clause 14 of section-1.
- g) **Contract Price** means the price to be paid for the performance of the Services, in accordance with Section-6.
- h) **Engineer-in-Charge** means the Engineer as may be duly appointed and authorized in writing by Director,Urban Affairs to act as "Engineer-incharge" on his behalf for the purpose of the contract, to perform the duty set forth in this General condition of contracts and other contract documents.
- i) **Estimated Cost** means estimated cost put to tender for inviting financial bid from the Architects/Consultant for Architectural planning, designing and detailing.
- j) **Effective Date** means the date on which this Contract comes into force and effect pursuant to Clause 7.1 of Section-2.
- k) **In writing** means communicated in written form with proof of receipt.
- l) **Language** means all documents and correspondence in respect of this contract shall be in English Language.
- m) **Letter of Award (LOA)** shall mean Director,Urban Affairs letter or notification conveying acceptance of the tender subject to such conditions as may have been stated therein

- n) **Month** means English Calendar month 'Day' means a Calendar day of 24 Hrs each.
- o) Director, Urban Affairs shall mean Director, Urban Affairs Department Meghalaya, Shillong with the office at Raitong Building, near main Secretariat Shillong, Meghalaya -793001 or its Administrative officers or its Architects/Engineers or other employees authorized to deal with any matter with which these persons are concerned on his behalf.
- p) **Owner** means the Urban Affairs Dept who has entrusted the work/ project to DUA, Shillong and on whose behalf Director, Urban Affairs is entering into the contract and getting the work executed.
- q) **Site** shall mean the site of the contract/Architectural works including any building and erection thereon and any other land adjoining thereto (inclusive) as aforesaid allotted by the Director, Urban Affairs for the contract's use.
- r) **Services** means the work to be performed by the Architect/Consultant pursuant to this Contract, as described in Bid Document.
- s) **Sub-Consultants** means any person or entity to whom /which the Consultant subcontracts any part of the Specialised Services.
- t) **Writing** means any manuscript typed written or printed statement under or over signature and/or seal as the case may be.
- u) Words imparting the singular meaning only also include the plurals and vice versa where the context requires. Words importing persons or parties shall include firms and corporations and organizations having legal capacities.
- v) The headings in the clauses/conditions of contract are for convenience only and shall not be used for interpretation of the clause/ condition.

Preliminary Details: -The additional details are as given under:

Plot Area	-	5095 Sq.Meter
Total Parking proposed	-	As per prevailing Local Building Bye Laws
Permissible height	-	As per prevailing Local Buildings Bye Laws.
Proposed Height	-	As per prevailing Local Buildings Bye Laws.

Brief Scope of Work: The Bidders may also incorporate requirements important or necessary for the Commercial Building not indicated in the scope of work.

**THE SELECTED BIDDERS SHALL SUBMIT THE FOLLOWING FOR THE
STAGE-II DESIGN COMPETITION**

- i. Master plan, Landscaping and layout plan indicating all the basic requirement and facilities.
- ii. Zoning and demarcation showing areas of immediate and future development.
- iii. Roads, walk ways, jogging paths and of the minor access ways.
- iv. Water distribution lines, Pumping Stations, Storage Tanks and treated water lines for flushing and Horticulture.
- v. Storm Water collection system and rain water harvesting system.

- vi. Electrical Sub Stations with locations and power cable routing including incoming facilities with Street Lights.
- vii. Solid waste management system sewerage, collection tanks, treatment and disposals.
- viii. Telephone lines and exchanges including incoming facilities of service provider.
- ix. Internet connectivity, data lines and switches, Wi-Fi.
- x. Landscaping and afforestation.

- xi. Integrated Building Management System
- xii. The Layout shall be designed with all the parameters to suit the large development provisions of Green Building rating.
- xiii. The Building shall be designed as barrier free as per the guidelines of Supreme Court of India.
- xiv. For the Master Plan 3D Computer image shall be presented to the Committee for approval.
- xv. Sketch Designed line plan showing all floors plans with internal layout and elevations.
- xvi. Architectural Design to clearly convey the concept and designed.
- xvii. Project Report highlighting the fundamental concept and functions of the Proposal.
- xviii. A Virtual model of the proposed structure, landscaping, approach roads, boundary wall gate etc / 3D walk through etc.
- xix. Programme of work with time scheduled.
- xx. Environment Impact Assessment report.

2. Scope of Work:

The Director,UAD would furnish the requirements and area schedule for various functions to the Architects/Consultant, the Architects/Consultant shall, there upon, render the following services and deemed to be included in their quoted price unless mentioned otherwise:

I. Preliminary Stage

A. Preliminary Concept Report:

The Consultant shall

- a) Furnish a site evaluation and analysis report with basic approach to Circulation, activity, distribution and interaction and external linkage.
- b) Conduct the topographical survey/contouring / Soil Investigation, all field investigation, collection of required data from the town, from Local bodies/ Govt. agencies, Sample collection and their testing and Record of levels/level chart etc. The topographical survey should include the existing structures if any including service line and facilities available like water supply, electricity and approach road etc.
- c) Report on Ultimate disposal point, intermediate rain water harvesting system and **Source/availability of electricity, water and other services to be identified.**
- d) In case of project requirement or as per the requirement of MOEF/State Govt. authorities, the consultants shall Conduct Environmental Impact Assessment (EIA) & furnish preliminary report on environmental impact of the project and finalize it after discussion with the client clearly outlining the measures required for mitigating the adverse impact.
- e) Prepare site plan (layout plan) showing contours, features and services and facilities available, general layout of buildings and services, preliminary sketch and design with drawing, giving details of useful areas, services areas, circulation area and total plinth area and preliminary estimate to provide information in respect of magnitude of work and its component and service and cost of all such items involved. The Architects/Consultant should submit the design and modify it if considered necessary by the SC. Site inspections for finalization of above details shall be conducted by the Architects/Consultants.
- f) Prepare plinth area rate estimate as per current Meghalaya PWD norms. The estimate shall also include the non-scheduled items on prevailing market rate along with justification, specification.
- g) Obtain the approval of the SC above and supply five copies of approved site plan (Layout Plan).
- h) Preparation & submission of models (in the desired scale) and perspective views/walk through of the complete scheme as per requirement of SC/ User Department.

- i) The consultant shall prepare and give presentations on the schemes as and when required by SC and shall incorporate the changes desired by SC without any extra cost.

B. Preliminary Planning:

- a) Preliminary planning of all internal and external utility services like water supply, sewerage, storm water drainage, electrical, **HVAC** (Heating, Ventilation and Air-conditioning) Fire Alarm & Fire fighting appliances acoustics, telephone conduit, street/compound lighting landscaping, Rain water harvesting, development plans showing roads, paths, parks, paved areas, drains, culverts, compound walls, external lighting, Electrical sub station, DG sets, Lifts, interior design and graphic signage, security system, telecommunication system etc. indicating scope, specification and costs separately of such sub-head. The scope of work shall be as defined above; however, the Director,UAD reserves the right to exclude any of the above services from the scope of the Consultants' work.
- b) Prepare the DPR covering the following:
 - i) Detailed Architectural, structural, & flowchart drawings.
 - ii) The Structural design details shall be got proof checked by Consultant, if so ordered by Meghalaya Urban Development Authority (MUDA) from any of the IITs/NITs/Institution. The consultant has the obligation to make as many required modification in the design incorporating the observation of above authority and re-submit the design and drawing.
 - iii) Detailed specifications of each work.
 - iv) Bills of quantities duly priced along with takeoff sheets. All estimates shall be prepared on the basis of state schedule of rates, norms wherever applicable and on the basis of market rate analysis where state schedule of rates etc. are not applicable. These estimates should be comprehensive and should include for all items. Detailed analysis for the item not included in state schedule of rates/SOR etc. shall have to be submitted.

The consultant shall supply five copies of the same with the preliminary drawings to the Director,UAD.

- c) Submit market rate analysis for Non Schedule Items supported with Quotations.
- d) Submit the proposal to local body complete as per requirement of local bodies including preparation of Model/Presentation of Model etc. if any.
- e) Obtain the approval of layout plan & drawing from the competent authority statutory body, if necessary, according to the local Acts, laws, Regulations etc. and make any changes desired by such authorities. The approved/modified layout plan and drawings are to be submitted to the Director,UAD.
- f) The consultant will incorporate eco-friendly building, energy efficient equipment& fixtures etc as per prevailing government rules.
- g) To prepare & submit required set of Tender Documents, Tender Drawings, BOQ, Estimates, Specifications etc.
- h) Design Calculations for all the components of the schemes including getting approvals from the concerned authorities.
- i) Detailed Structural Drawings/Design Calculations for all the components of the scheme.
- j) Detailed Electrical/Mechanical Drawings/Design Calculations for all the components of the schemes including getting approvals from the concerned authorities.
- k) Detailed Technical specifications for all the non-scheduled items proposed in the schemes.
- l) Any other drawings/information's/details required for completion and execution of work but not mentioned above.
- m) The consultant shall discuss all the points/shortcomings/new requirements, if any shall take their concurrence on all the observations.
- n) If any new component is to be added to the scheme, the consultant shall collect all the data, shall get done all the surveys/investigations/tests required for the planning/designing of additional component and nothing extra shall be payable on this account.
- o) Undertake site visits or to attend meetings to collect details/data/information required for planning purposes, holding necessary discussions with Director,UAD.

II . Working Drawing Stage:

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

This will include:

- a) Preparation of working and detailed architectural and structural drawings and detailed estimate as per the latest SOR, Meghalaya, Shillong, for Civil Works/SOR for internal and external Electrification of Building works. Quotations are to be invited for Lifts and escalators, Wet riser and sprinklers system, HVAC works, DG sets and other PWD specifications for services like substation, Air conditioning etc. for all items of the above work, including internal and external utility services, along with details of quantities (Bill of quantities), supporting calculations and details of structural design for whole of the work or in part of to facilitate call of tender in stages by the Director,UAD.

For items not covered by the schedule of rates the Architect/Consultant would provide details specifications, description of the item and market rates.

- b) To prepare & submit good for construction drawings & visit the sites of work regularly as per requirement of Director UAD/ MUDA, to solve the problems of site & issue necessary clarifications/details of the Project.
- c) Analysis of rates for Schedule and non-scheduled items on current market rates of materials.
- d) Preparation & submission of adequate no. of the Tender Documents/ Tender Drawings comprising BOQ/Estimates, particular specifications etc. as required by Director,UAD.
- e) Preparation & submission of adequate no. of Detailed Designs calculations/ BOQ/good for construction drawings for all the components of the schemes as per requirement of Director,UAD. The structural design shall have to be done on Staad-pro software/ E.Tabs (latest version).
- f) Preparation & submission of Detailed Engineering Drawings, Detailed specifications & list of makes for all the equipment to be installed at site.

III . Construction Stage:

- a) Supply to the Director,UAD eight copies of the detailed working drawings, specifications, Bill of quantities and detailed estimates etc. free of charge for use during execution of work.
- b) Supply to the CDirector,UAD such further drawings, specifications or details which may be required for proper execution of work.

- c) Obtaining approval from any statutory body/local Govt. Body like Pollution Control Board, Environmental clearance etc. as applicable to this project for execution of work or for designs/drawings of the scheme.
- d) Obtain Director UAD approval for any material deviation in design, cost, working drawings, schedule and specifications from the approved scheme.
- e) Carrying out all modifications /deletions /additions / alterations /in design/drawing/documents as required by Local bodies Authorities/State /Urban Affairs Dept/Central Govt. or any other authorities as applicable for proper execution of works at site till completion and handing over of the project to the client.
- f) Provide BOQ, Specifications, detailed analysis for any extra / substituted items and its justification.
- g) Undertaking site visits or to attend meetings during execution of the project to ensure adherence of execution as per detailed drawings and specifications, including sorting out problems and issue necessary clarifications at site including preparation & submission of additional drawings and details for proper execution of work at site shall have to be borne by the consultant and shall be covered within his quoted/negotiated fees and nothing extra shall be payable on this account.

After each site visit the Architect should confirm that the work is being executed as per drawings & specifications and deviations if any shall be brought to the notice of Director, UAD Shillong,

- h) For all contracts having estimated project cost as per NIT valuing Rs.100 crores & above, 1 no. of Architect / Engineer to be deployed on site for day to day coordination by the consultant.

IV. Completion Stage:

- a) Obtaining completion and occupation certificates, wherever necessary from the local bodies after completion of work and inspection by Municipal/Fire/Electrical Inspectors and supply the same to the Director,UAD for this purpose any assistance required from the Director,UAD will be extended to the consultant. Any statutory fee payable to local bodies for issue of completion certificate shall be borne by the Director,UAD.
- b) Prepare completion drawings; including 1:100 scale plans elevations and cross sections etc. indicating the details of the building and all internal and external services as completed and supply 5 sets of completion drawings to the Director,UAD. and also hand over the original of the completion drawings to the Director,UAD. The changes, if any during the execution of work will be intimated by the UAD to the consultants for preparation of above drawings.
- c) Preparation & submission of completion reports, Operation & maintenance manual, completion of as built drawings and documents for the project as required and acceptable to Director,UAD and Clients/local bodies/or any other authorities applicable including getting 'completion certificate' from concerned authorities, if required.

d) Assist the Director,UAD in Arbitration/Litigation case(s) that may arise out of the contract entered into, in respect of above work, regarding clarifications/interpretations, supply of drawings, designs, specifications as and when required. The consultants' role will be limited to these clarifications only and unless specifically required by Arbitrator/Court, he shall not be required to participate in actual Arbitration/Litigation proceedings.

e) Obtaining GRIHA / Green Building Certification, as mentioned in the NIT.

V. Defect Liability Stage:

The Defects Liability Period for this Project shall be till the completion of the construction of the building. The consultant shall visit the site and provide all the drawings/details for rectification of defects, if any.

3. Commencement, Completion, Modification and Termination

I. Commencement of Work:

The commencement of work will be considered from 10th day of issuance of LOA.

The Architect/Consultant has to submit detailed program of the work as per the below mentioned guidelines within 10 days from the date of commencement of the work. The time schedule submitted by the Architects shall include time for obtaining required approvals, completion certificate etc. from local bodies. However, if delay is caused by the local bodies beyond reasonable control of the consultant, the department may consider such delays favourably.

II. Completion period:

a. The overall completion period for the execution of this project from the date of commencement of work shall be mentioned in NIT.

b. If at any stage, the Project has been delayed by the acts of Client/funding authorities or by the deployed contractor for the work, nothing extra shall be payable to the consultant. However suitable extension of time for completion of work shall be granted accordingly.

c. Escalation/Price Variation

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

III. Modification (Additions & Alterations) and Variation

- a. The Director,UAD shall have the right to request in writing for additions alterations, modifications or deletions in the design and drawing of any part of the work and to request in writing for additional work in connection therewith and the consultants shall comply with such requests without any extra cost.

No extra payment shall be made to Consultant by Director,UAD, on account of such Additions & Alterations as enumerated above, provided the total built up area remains the same.

- b. The consultant shall not make any material deviation, alteration, addition to or omission from the work except without first obtaining the written consent of the Director,UAD.

c. Variations

- i. In case the overall variations in actual cost of project w.r.t the approved estimated cost is more than 5% (five percent), 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 Director,UAD in this regard shall be final and binding on the Architect firm/Consultant.
- ii. If the work in full or part is withdrawn from UAD by the Client, the same shall be withdrawn from the scope of consultant and proportionate consultancy fee shall be paid only upto the stage for which the consultancy work has been completed subject to if it has been paid to UAD by Client and the consultant shall have no further claim whatsoever on this account on UAD/Client.
- iii. If any additional works are awarded by the client, and if Director,UAD desires, the consultant shall carry out additional work. However this will be considered subject to the satisfactory performance of the consultant and the consultancy fee shall be calculated as per payments decided by Director,UAD/Client and the consultant shall have no further claim whatsoever on this account of UAD/client.

IV. Termination:

The Director,UAD without any prejudice to its right against the consultants in respect of any delay or otherwise or to any claims or damages in respect of any breaches of the contract and without prejudice to any right or remedies under any of the provisions of this contract, may terminate the contract by giving one month's notice in writing to the consultants and in the event of such termination, the consultants shall be liable to refund the excess payment, if any, made to them over and above what is due in terms of this agreement on the date of termination. The Director,UAD may make full use of all or any of the drawings prepared by the consultants.

In case, due to any circumstances, the SC decides to curtail the scope of work or totally abandon the work, the payment to the consultants would be made based on Clause 3.0 above and approved preliminary estimate or estimated cost or awarded cost whichever is less up to the stage of work executed by him immediately before taking such a decision, provided equivalent payment is made by the client to Director,UAD.

4. Obligation of the Architect /Consultant

(A) Number of Drawing Sets etc. and Copyright:

The Consultant shall supply free of charge to the Director,UAD adequate no. as specified elsewhere of following documents in soft as well as hard copy.

- i) Detail Project Reports with coloured drawings.
- ii) All the Drawings and estimates to be submitted to clients.
- iii) Complete detailed design calculations (structural and other services) including supply of drawings incorporating subsequent modifications.
- iv) All working drawings for all the components (Good for Construction Drawings).
- v) Detailed estimates and rate analysis of all works.
- vi) Completion drawings and detailed documents.
- vii) Tender documents/tender drawings as per Director,UAD requirements.
- viii) Fabrication Drawings of all equipment if any.
- ix) As built drawings after completion of project.

The Consultant shall supply free of charge to the Director,UAD all the estimates, details of quantities (BOQ) detailed designs, reports and any other details envisaged under this agreement, including drawings architectural, structural, electrical, air conditioning or other services (internal and external) would be supplied by the consultants as indicated above. All these drawings will become the property of the Director,UAD The drawing cannot be issued to any other person, firm or authority or used by the consultants for any other project, partly or wholly. No copies of any drawing or document shall be issued to anyone except the Director,UAD.

(B) Responsibilities for Accuracy of Project Proposals

a. The Consultant shall be responsible for the accuracy of the technical / financial data collected and the designs, drawings, quantities and estimates prepared by him as a part of the project. He shall indemnify Director, UAD, against any inaccuracy in the work, which might surface out at the time of ground implementation of the project. In such an eventuality, the consultant will be responsible to correct the drawings including re-investigations etc. as required without any extra cost implication on Director, UAD.

b. The Consultant shall fully indemnify the Director, UAD from and against all claims and proceedings for or on account of any infringement of any patent right, design, trade mark or name or other protected rights in respect of any construction plant, machinery work or material used for or in connection with the work or temporary works.

c. SC reserves the right to award the work of one or more sectors/area to one or more consultant. Nothing extra shall be paid on this account. Further the payment of consultancy fees shall be regulated as mentioned under the para 6.2 "Mode of Payment".

(C) Determination or Rescission of Agreement:

The Director, UAD, without any prejudice to its right against the consultant in respect of any delay by notice in writing absolutely may determine the contract in any of the following cases:

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

b) If the consultants commit breach of any of the terms of agreement. When the consultants have made themselves liable for action under any of the clauses aforesaid, the Director, UAD shall have powers:

(i) to determine or rescind the agreement,

(ii) to engage another consultant(s) to carry out the balance work at the risk and cost of the consultant and debiting the consultant(s) the excess amount, if any, so spent .

In case contract of consultant is determined, the performance Guarantee and Security Deposit of the consultant shall stand forfeited. The decision of Director, UAD in this regard shall be final and binding on the consultant.

(D) Abandonment of Work:

- a) That, if the consultant abandons the work for any reason whatsoever or become incapacitated from acting as consultants as aforesaid, the Director, UAD may make full use of all or any of the drawings prepared by the consultants and that the consultants shall be liable to refund any excess fees paid to them upto that date plus such damages as may be assessed by the Director, UAD.
- b) If at any time after start of work, the client decides to abandon or reduce the scope of work for any reason whatsoever and hence not required the whole or any part of the works to be carried out, the Director, UAD shall give notice in writing to this effect to the Consultant and the consultant shall have no claim for any payment of compensation, or otherwise whatsoever, on account of any profit or advance which he might have derived from the execution of works in full but which he did not derive in consequence of the foreclosure of the whole or part of the work.
- c. If at any time after award/start of work, the DUA decides to abandon or reduce the scope of work for any reason whatsoever and hence not require the whole or any part of the works to be carried out, the Director, UAD shall give notice in writing to this effect to the Consultant and the consultant shall have no claim for any payment of compensation, or otherwise whatsoever, on account of any profit or advance which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the work.

(E) Jurisdiction

The agreement shall be governed by the Indian Law in force and the High Court of Meghalaya in Shillong alone will have jurisdiction to deal with matter arising there from.

(F) Insurance

The Firm/Consultant shall take out & maintain at its own cost Insurance against the risks as mentioned below:

- 1 Professional Liability Insurance with a minimum coverage of contract value
- 2 Insurance against loss of or damage of any documents prepared by the Architect/Consultant in the performance of the services
- 3 Employer's liability and workers compensation in accordance with relevant provisions of the applicable law in the country as well as with respect to experts in life, health, accident, travel and other as may be appropriate.

(G) Suspension of Works

- (a) The consultant shall, on receipt of the order in writing of the Director,UAD suspend the progress of the works or any part thereof for such time and in such manner as the Director,UAD may consider necessary for any of the following reasons:
- i) On account of any default on part of the consultant, or
 - ii) for proper execution of the works or part thereof for reason other than the default of the consultant, or
 - iii) if the work is partly or fully abandoned/suspended by Director,UAD for any reasons.
- (b) If the suspension is ordered for reasons (ii) and (iii) in sub-para (a) above.
- i) The consultant shall be entitled to an extension of the time equal to the period of every such suspension plus 25%. No adjustment of contract price will be allowed for reasons of such suspension.
 - ii) In the event of the consultant treating the suspension as an abandonment of the Contract by Director,UAD he shall have no claim to payment of any compensation on account of any profit or advantage which he may have derived from the work in full or part.

5. Obligation of the Client

- a. The scrutiny of the drawing and designs by the Director,UAD own supervisory staff, if any, does not absolve the Architects of their responsibility under the agreement. The Architects shall remain solely responsible for structural soundness of the design and other services for all provisions of the contract so as to satisfy the particular requirement of the Architectural specifications.
- b. The Architects/Consultant shall supply to the Director,UAD copies of all documents, instructions issued to Architects/Consultant , if any, relating to the work, drawings, specifications, bill of quantities and also other documents as may be required.
- c. The Architects hereby agree that the fees to be paid as provided herein (clause 6.2) will be in full discharge of function to be performed by him and no claim whatsoever shall be against the Director,UAD in respect of any proprietary rights or copy rights on the part of any party relating to the plans, models and drawings.
- d. While providing consultancy services, the consultant shall ensure that there is no infringement of any patent or design rights and he shall be fully responsible for consequences/any actions due to any such infringement. Consultant shall keep Director,UAD indemnified all the times and shall bear the losses suffered by Director,UAD in this regard.
- e. Consultant shall appoint and notify a team of two senior officials of his organization as nodal officers to represent the consultant in all the meetings/presentations with Local Municipal Corporation Authorities /State/ UAD /Central Govt. or any other agency.
- f. All designs and drawings shall be the property of Director,UAD.

g. The originals of approved completion drawings shall be on good quality reproducible tracing paper and soft copy of all the drawings & design shall have to be given on Compact Disc (CDs)/USB devices. The proprietary rights of all the design shall remain with Director,UAD.

h. The consultant shall be required to sign an Agreement with Director,UAD within 10-days of the receipt of LOA based on these terms & conditions.

i. Recovery/Penalties can be recovered from the consultancy fee/EMD/BG of the other works that the consultant is doing or would be doing for Director,UAD at that time.

6. Payment of Remuneration:

6.1 Remuneration

The fee includes planning, designing and periodical supervision during construction of the project, travel expenses towards periodical supervision, for attending meetings with Director, UAD/ visits to local authorities, etc by the Consultant and or by their technical persons. For all contracts having estimated project cost as per NIT valuing Rs. 80 crore & above, in addition to above, the fees should also include cost of providing local representative (Architect / Engineer) for day to day liasoning and all expenses shall be borne by the consultant. In case of non-deployment, recovery @ Rs. 25,000/-per month shall be made from the running bills of the Consultants.

All payments shall be made in Indian currency only.

(a) The Consultancy Fee:

The Director, UAD agrees to pay the Architect firms/Consultant fees for the professional services to be rendered by them as herein above described at 2(I), II, III, IV & V in clause -2 "Scope of Work" of section-3.

The payment of fee to the Architect firm/consultant shall be restricted to the project cost. For the purpose of payment of fees, the project cost shall be lowest of the following:

- 1 The actual cost of the project on completion; or
- 2 DPR /preliminary cost approved by Director, Urban Affairs, Meghalaya, Shillong; or
- 3 Estimated cost of the project put to tender.

The actual completion cost of the project or DPR/preliminary cost approved by Director UAD or Estimated cost of the project put to tender shall not include the following:

Cost of land, if any.

Payment to statutory bodies / local authorities/State/Central Government.

Any fee, deposit and payment towards services rendered by local Authorities/State/Central Govt.

• Contingencies charges •

Escalation in tendered cost of work due to variations in the cost of labour, material, specifications etc. shall not be paid • Extra/substituted items, deviations (plus/minus)

(b) The above fee at 6.1 (a) is inclusive of fee payable by the consultant to any other consultant/Associate(s) and nothing extra shall be payable by the Department for this purpose. The consultant shall be reimbursed the service tax subject to submission of proof of payment of service tax.

6.2 Mode of Payment:

Milestone payment schedule for various activities are as under

Payment to statutory bodies / local authorities/State/Central Government. Any fee, deposit and payment towards services rendered by local

Authorities/State/Central Govt. P.W.D (B) agency charges.

Contingencies charges Escalation in tendered cost of work due to variations in the cost of

labour, material, specifications etc. shall not be

paid Extra/substituted items, deviations (plus/minus)

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6	FORMATS A. PROFORMA OF BANK GUARANTEE (EMD) B. PROFORMA OF BANK C. GUARANTEE (PERFORMANCE) AGREEMENT FORM D. INTEGRITY PACT	Section-6	44 to 56

Sl. No	Particulars	Description/Remarks
1	Bidding Document No.	
2	Name of the work	Architectural & Engineering Design, Preparation of Detailed Project Report (DPR) including Master Planning, Zoning & Landscaping Consultancy (Phase-wise) for Construction of a Commercial Complex And Infrastructure Works at Polo, Shillong, East Khasi Hills District, Meghalaya.
3	Client/Owner	Urban Affairs Department
4	Brief Scope of Work	Consultancy for the Architectural planning, Designing, Detailing, including E&M services and other associated work.
5	Estimated Project cost Phase -I	Rs.42,80,80,000.00 (Rupees Fourty two Crores eighty Lakhs Eighty Thousand) only
6	Time for Completion of work	2 Month from issue of LOA
7	Defect Liability Period	Till the completion of the construction of the project

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3	Client/Owner	Urban Affairs Department

All the payments due to the consultant shall be made as per State Finance Department procedures.

6.3 In case the project does not get sanctioned, the consultant shall be paid a lump sum amount limited to Rs. 50,000 (fifty thousand) for the project value up to Rs.50.00 crores and Rs.1.00 lakh for the project value above Rs. 50.00 crores.

6.4 Taxes

6.4.1 All taxes, income tax and any other leviable tax (except Service Tax) in connection with the execution of the contract levied by the statutory Authorities/Central Government/State Government or any local authorities on the consultant in accordance with the applicable law shall be borne by the consultant and are deemed to be included in their bid price. The tenderer(s) shall note that the Tax Deduction at Source (TDS) as per applicable law shall be made from the payments due/made to the consultants and which shall not be reimbursed.

6.4.2 The Service tax as applicable shall be reimbursed by Director, UAD on actual production of receipt of deposit. However, consultant has to mention Service Tax Number in the invoice and amount of Service Tax should be shown separately in the bill.

6.4.3 Any enhancement of taxes/duties by the authorities/Government of India/State Government, during currency of this contract shall be borne by the Consultant only and which shall not be reimbursed by Director, UAD.

6.5 Performance Security/ Guarantee

6.5.1 For the due performance of the contract in accordance with the terms and

conditions specified, the consultant shall on the day or before signing the contract which shall not be later than 10 (ten) days of the issue of the Letter of Award, furnish performance security / Guarantee on the Performa to the Director,UAD from a Nationalized Bank to the extent of 2% of the value of total consultancy fees of consultant (at this stage it shall be worked out considering the estimated project cost). The Bank Guarantee shall remain valid till stipulated time for completion of work plus 90 days. The Earnest Money Deposit, paid by the Consultant shall be returned to the consultant after receipt of Performance Guarantee.

- 6.5.2 The Bank Guarantee shall be in favour of the Director, UAD payable at Shillong. The Bank Guarantee should be issued from any Nationalized Bank.
- 6.5.3 It is expressly understood and agreed that the performance security is intended to secure the performance of entire contract. It is also expressly understood and agreed that the performance security is not to be construed to cover any damages detailed/ stipulated in various clauses in the Contract document.
- 6.5.4 The performance security will be discharged by the Director UAD and returned to the Architect firm/consultants after successful physical completion of the project at site and submission of completion drawings and documents to Director,UAD and statutory bodies.
- 6.5.5 Director,UAD reserve the right of forfeiture of the performance guarantee in additions to other claims and penalties in the event of the consultant's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract.
- 6.5.6 Should the stipulated time for completion of work, for whatever reason be extended, the consultant, shall at his own cost, get the validity period of Bank Guarantee in respect of performance security furnished by him extended and shall furnish the extended / revised Bank Guarantee to the Director,UAD before the expiry date of the Bank Guarantee originally furnished.

6.6 Retention Money:

10% of the fee payable to the consultant shall be retained from each running bill as "Retention Money", in addition to the performance guarantee.

The retention money will be discharged by the Director,UAD and returned to the Architect/consultants after successful physical completion of the project at site and submission of completion drawings and documents to Director,UAD and statutory bodies.

Director,UAD reserves the right of forfeiture of the performance guarantee in addition to other claims and penalties in the event of the consultant's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract.

6.7 Compensation for Delay:

The time allowed for carrying out the work as specified in clause 3(II)(a) shall be strictly observed by the consultants and shall be deemed to be the essence of the contract on the part of the consultants. The work shall throughout, the stipulated period of the contract, be processed with all diligence.

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

In case the Consultant fails to complete the work within the Contract period or extended period as above owing to reasons attributable to Consultant, liquidated damages @ 1% per week of the total fees subject to a maximum of 10% of the total fees payable shall be levied on the Consultant. Director,UAD shall be entitled to deduct such damages from the dues that may become payable to the consultant. If the work is held up at site due to non-availability of Drawings/Specifications/Other Details as per mutually agreed schedule penalty, proportionate to the value of the work which is held up, shall be imposed on the consultant.

6.8 Withholding and Lien of Payment

Whether any claim or claims for payment of money arises out of or under the contract against the Consultant, the Director,UAD shall be entitled to withhold and also to have a lien to retain in whole or in part, the security deposit, performance guarantee and or to withhold and have a lien to retain in part or in full the payments due to the consultant, or any claims of the consultant, so as to cover the claimed amount till the claim arising out of or under the contract is determined by the competent court.

6.9 Foreclosure of Contract by Owner

If at any time after the commencement of the work the Director,UAD shall for any reason whatsoever if required to foreclose the work or is not require the whole work thereof as specified in the tender to be carried out, the Director UAD, shall give notice in writing of the fact to the consultant, who shall have no claim to any payment of compensation whatsoever on account of any profit or advantage which he might have derived from the work in full, but which he did not derive in consequence of the foreclosure of the whole or part of the works.

Section-4 QUALIFYING CRITERIA

(In case tenders are invited through open tendering)

Minimum Qualification Criteria

The interested Architects /consultant for participation in the tenders should meet the following minimum qualifying criteria:

1.1 Technical Criteria

Experience of having successfully completed works during the last 7 years ending last day of the month previous to the one in which applications are invited:

- a) Three similar completed works costing (Construction cost) not less than the amount equal to 40% of estimated project cost put to tender, or
- b) Two similar completed works costing (Construction cost) not less than the amount equal to 50% of the estimated project cost put to tender, or
- c) One similar completed work costing (Construction cost) not less than the amount equal to 80% of the estimated project cost put to tender.

1.2 Annual Turnover

Average annual financial turnover of Architect firms/consultant should be not less than 30% of estimated consultancy fees put to tender during the immediate last 3 consecutive financial year.

1.3 Additional Qualifying Criteria

In addition to above, the consultant should also meet the following qualifying criteria:

A) For Non – Specialized Projects

(Clause 1.3A shall not be applicable for Specialised Project)

Consultant should have successfully completed at least one similar work costing not less than the amount equal to 40 % of the estimated project cost put to tender with some Central Government Department/State Government Department/Central Autonomous Body/Central Public Sector undertaking during last 07 years ending on last day of the month previous to the one in which tenders are invited.

B) For Specialized Project

The Consultant should have completed one similar work costing not less than the amount equal to 40% of estimated cost of project put to tender during last 07 years ending on last day of the month previous to the one in which tenders are invited, with HVAC, firefighting, lifts, rain water harvesting, IT enabled services, internal & External services etc. and superior specifications.

1.4 Similar Works

The definition of similar works for Specialized & Non Specialized Projects is as under:

Residential : Residential Complex, Mass Housing, Township, Hostels.

Non Residential: Office buildings, Institutional Complexes, Commercial Complex, Shopping Malls, Storage/Godowns, Conventional Centre /Auditorium, Hospitals, Industrial Buildings, Airports etc. except Residential & Hostel Buildings.

1.5 Composite works which includes residential & non-residential shall be treated under non-residential category

1.6 Joint venture / consortia of firms / companies shall not be allowed to participate in the Bidding process and if it is found at any stage before and after award of work, the Earnest Money Deposit, any other security deposit and / or any other sums payable to such JV / Consortia shall stand forfeited. Further contract, if already awarded, without the prejudice of any other rights or remedy available to Director,UAD under any of the clauses of this contract, shall stand terminated.

Section-5 FINANCIAL PROPOSAL

Financial Bid ** IMPORTANT (To be filled only in the Financial Form (BoQ)
downloaded from the State e-Procurement Portal)**

**NAME OF WORK: THE ARCHITECTURAL & ENGINEERING DESIGN,
PREPARATION OF DETAILED PROJECT
REPORT (DPR) INCLUDING MASTER
PLANNING, ZONING & LANDSCAPING
CONSULTANCY (PHASEWISE) FOR
CONSTRUCTION OF COMMERCIAL
COMPLEX AND INFRASTRUCTURE WORKS
AT POLO, SHILLONG, EAST KHASI HILLS
DISTRICT, MEGHALAYA.**

NAME OF ARCHITECT /FIRM/CONSULTANT:

Sign & Stamp of Tenderer

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3	Client/Owner	Urban Affairs Department
4	Brief Scope of Work	Consultancy for the Architectural planning, Designing, Detailing, including E&M services and other associated work.

Section-6 FORMATS

i) Performa of Bank Guarantee (EMD) ii) Performa of Performance Guarantee

iii) Agreement form-F2 iv) Integrity Pact

PROFORMA OF BANK GUARANTEE IN LIEU OF EMD (BID BOND)(Judicial Stamp paper of appropriate value as per Stamp Act of respective state)

Office of the Director, Urban Affairs Dept, Government of Meghalaya, Raitong Building, Shillong 793001, (Address as mentioned in Notice Inviting Tender)

In consideration of _____, having its Office at Directorate, Urban Affairs, Shillong, Meghalaya -793001 which expression shall unless repugnant to the subject or context include its successors and assigns) having issued Notice Inviting Tender No..... and M/s..... having its Registered Head Office at..... (hereinafter called the "TENDERER") is to participate in the said tender for.....Whereas UAD as a special case, has agreed to accept an irrevocable and unconditional Bid Bond Guarantee for an amount of Rs..... valid upto.....from the tenderer in lieu of Cash Deposit of Rs.....required to be made by the tenderer, as a condition precedent for participation in the said tender. We the.....(hereinafter called the "BANK") having its Registered, Office at..... and branch office at..... do hereby unconditionally and irrevocably undertake to pay to

(B)immediately on demand in writing and without demur/protest any amount but not exceeding Rs.....

Any such demand made by UAD shall be conclusive and binding on us irrespective of any dispute or differences that may be raised by the tenderer. Any change in the constitution of the tenderer or the Bank shall not discharge our liability under the guarantee.

We, the..... Bank; lastly undertake not to revoke this guarantee during its currency without the prior consent of UAD in writing and this guarantee shall remain valid upto.....Unless a claim is made within three months from the date of expiry i.e. (Three months after the date of expiry), we shall be relieved of our liability under this guarantee thereafter.

FOR AND ON BEHALF OF BANK

PLACE :

DATED :

WITNESS.

- 1.
- 2.

PROFORMA OF BANK GUARANTEE (PERFORMANCE)
(Judicial Stamp paper of appropriate value as per Stamp Act of respective state)

Whereas the _____ (hereinafter called UAD, Meghalaya which expression shall include its successors and assigns) having awarded a work order/contract / supply order No. dated (hereinafter called the contract) to M/s. _____ (hereinafter called the Architect / Consultant firm) at a total price of ` subject to the terms and conditions contained in the contract.

WHEREAS, the terms and conditions of the contract require the Architect / Consultant firm to furnish a bank guarantee for Rs. (Rupees.....) being% of the total value of the contract for proper execution and due fulfillment of the terms and conditions contained in the contract.

We, the Bank, (hereinafter called the "Bank") do hereby unconditionally and irrevocably undertake to pay to U.A. Dimmediately on demand in writing and without protest/or demur all moneys payable by the Architect / Consultant firm to UAD in connection with the execution/supply of and performance of the works/equipment, inclusive of any loss, damages, charges, expenses and costs caused to or suffered by or which would be caused to or suffered by UAD by reason of any breach by the Architect / Consultant firm of any of the terms and conditions contained in the contract as specified in the notice of demand made by UAD to the bank. Any such demand made by UAD.on the bank shall be conclusive evidence of the amount due and payable by the bank under this guarantee. However, the Bank's liability under this guarantee shall be limited to `in the aggregate and the bank hereby agrees to the following terms and conditions:

- (i) This guarantee shall be a continuing guarantee and irrevocable for all claims of UAD as specified above and shall be valid during the period specified for the performance of the contract including the period of maintenance/warranty i.e. upto.....
- (ii) We, the said bank further agree with UAD that UAD shall have the fullest liberty without our consent and without affecting in any manner our obligations and liabilities hereunder to vary any of the terms and conditions of the said contract or to extend time for performance of contract by the Architect / Consultant firm from time to time or to postpone for any time or from time to time any of the powers exercisable by UAD against the Architect / Consultant firm under the contract and forbear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variations or extension being granted to the Architect / Consultant firm or for any forbearance, act or omission on the part of UAD or any indulgence by UAD to the Architect / Consultant firm or by any such matter or thing whatsoever, which under the law relating to the sureties would, but for this provision, have effect of so relieving us.
- (iii) This guarantee/undertaking shall be in addition to any other guarantee or security whatsoever UAD may now or at any time have in relation to the performance of the works/equipment and the company shall have full recourse to or enforce this security in performance to any other security or guarantee which the UAD may have or obtained and there shall be no forbearance on the part of the company in enforcing or requiring enforcement of any other security which shall have the effect of releasing the Bank from its full liability. It shall not be necessary for UAD to proceed against the said Architect / Consultant firm before proceeding against the Bank.

(iv) This guarantee/ undertaking shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of the Architect / Consultant firm, but shall in all respects and for all purposes be binding and operative until payment of all moneys payable to UAD in terms thereof are paid by the Bank.

(v) The Bank hereby waives all rights at any time inconsistent with the terms of this Guarantee and the obligations of the bank in terms hereof, shall not be otherwise effected or suspended by reasons of any dispute or disputes having been raised by the Architect / Consultant firm (whether or not pending before any Arbitrator, Tribunal or Court) or any denial of liability by the Architect / Consultant firm stopping or preventing or purporting to stop or prevent any payment by the Bank to UAD in terms hereof.

We, the said Bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of UAD in writing unless a claim is made in writing within three months from the date of expiry of this guarantee i.e..... (three months after the date of expiry) we shall be relieved from all liabilities under this guarantee thereafter.

Signed this day of at.....

For and on behalf of Bank

WITNESS

- 1.
- 2.

AGREEMENT FORM

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

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

WHEREAS, **UAD**, has desirous of construction of "-----" (herein after referred to as the "PROJECT") on behalf of the -----(hereinafter referred to as "Client") as Consultant, had invited tenders as per Tender documents vide NIT No. -----
---Date -----and Corrigendum No. -----& Amendment No. ----dated -----uploaded on **UAD** website for Engaging Architects / Architectural Firms for Architectural planning, Designing and Detailing -----AND WHEREAS -----had participated in the above referred tender vide their TECHNICAL & Financial Bid -----
-----dated -----and subsequent clarifications vide letter -----dated -----
-----in response to

. **(B)**'s letter No. -----dated -----.

. **(B)** has accepted their aforesaid tender and awarded the contract for Consultancy Services for Architectural planning, Designing and Detailing of -----

-----vide Letter of Award No. -----dated -----which have been unequivocally accepted by -----vide their acceptance dated

----- . NOW THEREFORE THIS DEED WITNESSETH AS UNDER:

ARTICLE 1.0 – AWARD OF CONTRACT

1.1 SCOPE OF WORK

UAD has awarded the contract to -----for the work of Architectural planning, Designing and Detailing of -----as per contract

document defined in Article 2.0 below. The award has taken effect from 7th day of issue of aforesaid Letter of Award (LOA). The terms and expressions used in this agreement shall have the same meanings as are assigned to them in the "Contract Documents" referred to in the succeeding Article.

ARTICLE 2.0 – CONTRACT DOCUMENTS

2.1 The contract shall be performed strictly as per the terms and conditions stipulated herein and in the following documents attached herewith (hereinafter referred to as "Contract Documents").

- a) **UAD**'s Notice Inviting Tender vide NIT No. -----Dated ----- comprising tender document (Section ---to -----).
- b) Corrigendum No. -----& Amendment No. -----dated -----.
- c) -----vide Technical & Financial Bid -----dated -----.

d) **UAD** letter No. -----dated -----.

e) -----clarifications vide letter -----dated -----

2.2 **UAD's** Letter of Award -----dated -----

2.3 Minutes of the kick off meeting held on -----.

2.4 All the aforesaid contract documents referred to in Para 2.1 to 2.3 above shall form an integral part of this Agreement, in so far as the same or any part thereof column, to the tender documents and what has been specifically agreed to by **UAD**. Any matter inconsistent therewith, contrary or repugnant thereto or deviations taken by the Consultant in its "TENDER" but not agreed to specifically by **UAD** in its Letter of Award, shall be deemed to have been withdrawn by the Contractor without any cost implication to **UAD**. For the sake of brevity, this Agreement along with its aforesaid contract documents and Letter of Award shall be referred to as the "Contract".

ARTICLE 3.0 – CONDITIONS & CONVENANTS

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

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

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

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

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

3.6 The total Consultancy fee for the entire scope of this contract as detailed in Letter of Award (LOA) is -----% (-----percent only) is exclusive of service tax on actual cost of the project on completion or cost approved as per DPR or Estimated cost whichever is Lower, which shall be governed by the stipulations of the contract documents.

ARTICLE 4.0 – NO WAIVER OF RIGHTS

4.1 Neither the inspection by **UAD** or the or any of their officials, employees or agents nor order by **UAD** or the Engineer-in-Charge for payment of money or any payment for or acceptance of, the whole or any part of the work by **UAD** or the Engineer-in-Charge nor any extension of time nor any possession taken by the Engineer-in-Charge shall operate as waiver of any provisions of the contract, or of any power herein reserved to **UAD**, or any right to damage herein provided, nor shall any waiver of any breach in the contract be held to be a waiver or any other or subsequent breach.

ARTICLE 5.0 – GOVERNING LAW AND JURISDICTION

5.1 The Laws applicable to this contract shall be the laws in force in India and jurisdiction of Meghalaya High Court Shillong only.

5.2 Notice of Default

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

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

For and on behalf of: For and on behalf of:

WITNESS: WITNESS:

1 1.

2 2.

INTEGRITY PACT

BETWEEN

_____ hereinafter referred to as “**The Principal**”
(which expression, unless repugnant to the context thereof, shall mean and include its legal representatives, heirs and assigns)

AND

.....hereinafter referred to as “**The Bidder/Contractor**”
(which expression, unless repugnant to the context thereof, shall mean and include its legal representatives, heirs and assigns)

Preamble

The Principal intends to award, under laid down organizational procedures, contract(s) for (**Name of the contract**)..... (**hereinafter referred to as the ‘Project’**). The Principal necessarily requires full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and/or Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the Integrity Pact by all parties concerned, for all works covered in the Project.

Section 1 – Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

a. No employee of the Principal, personally or through family members or through any other channel, will in connection with the tender for or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit, which the person is not legally entitled to.

b. The Principal will, during the tender process treat all Contractor(s)/Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Contractor(s)/Bidder(s) the same information and will not provide to any Contractor(s)/Bidder(s), confidential/additional information through which the Contractor(s)/Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

c. The Principal will exclude from the process all known prejudiced persons. **The Principal shall** obtain bids from **only** those parties who have been short-listed or pre-qualified or through a process of open advertisement/ web publishing or any combination thereof.

(2) If the Principal obtains information on the conduct of any of its employees, Contractor(s) and/or Bidder(s), which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the _____ and **subject to its discretion**, can **additionally** initiate disciplinary actions.

(3) The Principal will enter into agreements with identical conditions with all Contractor(s)/Bidder(s) **for the different Work Packages in the aforesaid Project.**

(4) The Principal will disqualify from the tender process all Contractor(s)/Bidder(s) who do not sign this Pact or violate its provisions.

Section 2 – Commitments of the Bidder(s) / Contractor(s)

(1) The Bidder(s) / Contractor(s) commit(s) itself/themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

(a) The Bidder(s) / Contractor(s) will not, directly or through any other person or firm offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage, of any kind whatsoever, during the tender process or during the execution of the contract.

(b) The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

(c) The Bidder(s)/Contractor(s) will not use improperly, for purpose of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

(d) The Bidder(s) / Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s) / Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s) / Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only.

(e) The Bidder(s) / Contractor(s) will, when submitting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(2) The Bidder(s) / Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3: Disqualification from tender process and/or exclusion from future contracts.

(1) If the Bidder(s) / Contractor(s), before awarding the Project or during execution has committed a transgression by violating Section 2 above or in any other form so as to put his reliability or credibility in question, the Principal, at its sole discretion, is entitled to disqualify the Bidder(s) / Contractor(s) from the tender process or terminate the contract, if already awarded, for that reason, without prejudice to any other legal rights or remedies available to the Principal under the relevant clauses of the tender/contract.

(2) If the Contractor(s)/Bidder(s) has committed a transgression through a violation of any of the terms under Section 2 above or in any other form such as to put his reliability or credibility into question, the Principal will also be entitled to exclude such Contractor(s)/Bidder(s) from future tenders/contract award processes. The imposition and duration of the exclusion will be determined by the Principal, keeping in view the severity of the transgression. The severity will be determined by the circumstances of the case, in particular, the number of transgressions and/or the amount of the damage.

(3) If it is observed after payment of final bill but before the expiry of validity of Integrity Pact that the contractor has committed a transgression, through a violation of any of the terms under Section 2 above or any other term(s) of this Pact, during the execution of contract, the Principal will be entitled to exclude the contractor from further

tender/contract award processes.

(4) The exclusion will be imposed for a minimum period of six (6) months and a maximum period of three (3) years.

(5) If the Contractor(s)/Bidder(s) can prove that he has restored/recouped the damage to the Principal caused by him and has installed a suitable corruption prevention system, the Principal may, at its sole discretion, revoke or reduce the exclusion period before the expiry of the period of such exclusion.

Section 4: Compensation for Damages

(1) If the Principal has disqualified the Bidder(s)/Contractor(s) from the tender process prior to the awarding of the Project according to Section 3, the Earnest Money Deposit (EMD)/ Bid Security furnished, if any, along with the offer, as per terms of the Invitation of Tender, shall also be forfeited. The Bidder(s) /Contractor(s) understands and agrees that this will be in addition to the disqualification and exclusion of the Contractor(s)/Bidder(s) as may be imposed by the Principal, in terms of Section 3 above.

(2) If, at any time after the awarding of the Project, the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Security Deposit/Performance Bank Guarantee furnished by the contractor, if any, as per the terms of the NIT/Contract shall be forfeited without prejudice to any other legal rights and remedies available to the Principal under the relevant clauses of the Contract.

The Contractor(s)/Bidder(s) understands and agrees that this will be in addition to the disqualification and exclusion of the Bidder(s)/Contractor(s), as may be imposed by the Principal in terms of Section 3 above.

Section 5: Previous transgression

(1) The Bidder(s)/Contractor(s) herein declares that it has committed no transgressions in the last 3 years with any other Company in any country conforming to the anti-corruption approach as detailed herein or with government/ any other Public Sector Enterprise in India that could justify its exclusion from the tender process.

(2) If at any point of time during the tender process or after the awarding of the Contract, it is found that the Bidder(s)/Contractor(s) has made an incorrect statement on this subject, he can be disqualified from the tender process or if, as the case may be, that the Contract, is already awarded, it will be terminated for such reason and the Bidder(s)/Contractor(s) can be black listed in terms of Section 3 above.

Section 6: Independent External Monitor / Monitors

(1) The Principal shall, in case where the Project Value is in excess of Rs50 crore and above, appoint competent and credible Independent External Monitor(s) with clearance from the Finance Department. The Monitor shall review independently, the cases referred to it to assess whether and to what extent the parties concerned comply with the obligations under this Integrity Pact.

(2) In case of non-compliance of the provisions of the Integrity Pact, the complaint/ non-compliance is to be lodged by the aggrieved party with the Nodal Officer only, as shall be appointed by the Director,UAD. The Nodal Officer shall refer the complaint/ non-compliance so received by him to the aforesaid Monitor.

(3) The Monitor will not be subject to any instructions by the representatives of the parties and will perform its functions neutrally and independently. The Monitor shall report to the Director,UAD.

(4) The Bidder(s) / Contractor(s) accepts that the Monitor shall have the right to access, without restriction, all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to its project documentation. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) with confidentiality.

(5) The Principal 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 Principal and the Contractor.

(6) As soon as the Monitor notes, or believes to note, a violation of this Pact, he will so inform the Principal and request the Principal to discontinue and/or take corrective action, or to take other relevant action(s). The Monitor can in this regard submit non-binding recommendations. However, beyond this, the Monitor has no right to demand from the parties that they act in a specific manner and/or refrain from action and/or tolerate action.

(7) The Monitor will submit a written report to the Director,UAD within 4 to 6 weeks from the date of reference or intimation to it and, should the occasion arise, submit proposals for corrective actions for the violation or the breaches of the provisions of the agreement noticed by the Monitor.

(8) If the Monitor has reported to the Director,UAD of a substantiated suspicion of an offence under relevant IPC/PC Act, and the Director,UAD has not, within the reasonable time taken visible action to proceed against such offence or reported it to the _____, the Monitor may also transmit this information directly to _____.

(9) The word 'Monitor' means Independent External Monitor and includes both singular and plural forms appointed by _____.

Section 7 – Criminal charges against violating Bidder(s)/Contractor(s)/ Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder/Contractor or any employee or a representative or an associate of a Bidder/Contractor, which constitutes a criminal offence under the IPC/PC Act, or if the Principal has substantive suspicion in this regard, the Principal will forthwith inform the same to the_____

Section 8 – Duration of the Integrity Pact

This Pact shall come into force when both parties have legally signed it. The Pact shall expire, in case of the Contractor(s), 3 (three) months after the last payment under the Contract is made and in case of the unsuccessful Bidder(s), 2 (two) months after the contract for the project has been awarded.

If any claims is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Director,UAD.

The Bidder(s)/Contractor(s), however, understands and agrees that even upon the completion of the Project and/or the last payment under the Contract having been made, if any transgression/violation of the terms of this Pact comes/is brought to the notice of

the Principal, it may, subject to its discretion, blacklist and/or exclude such Bidder(s)/Contractor(s) as provided for in Section 3, without prejudice to any other legal right or remedy so available to the Principal.

Section 9 – Other provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Office of the Director, Urban Affairs Department ,Shillong
- (2) Changes and supplements as well as termination notices need to be made in writing.
- (3) If the Bidder/Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement shall remain valid and binding. In such a case, the parties will strive to come to an agreement in accordance to their original intentions.
- (5) Wherever he or his as indicated in the above sections, the same may be read as he/she or his/her, as the case may be.

(For & On behalf of the Principal) (For & On behalf of Bidder/Contractor)

(Office Seal) (Office Seal)

Place _____

Date

Witness-1 _____

(Name & Address)

Witness-1 _____

(Name &

Address) _____