



सत्यमेव जयते

**भारत सरकार**

GOVERNMENT OF INDIA

**परमाणु ऊर्जा विभाग**

DEPARTMENT OF ATOMIC ENERGY

निर्माण, सेवा एवं संपदा प्रबंध निदेशालय

DIRECTORATE OF CONSTRUCTION, SERVICES AND ESTATE MANAGEMENT

केंद्रीकृत मात्रा प्रभाग

CENTRALIZED QUANTITY DIVISION

**PRE-QUALIFICATION  
CUM  
NOTICE INVITING E-TENDER**

**Name of Work:- Carrying out Comprehensive work i.e. Planning, detailed engineering etc. including necessary statutory approval etc. for Proposed community center, Shopping cum sports complex at Mandala, Anushaktinagar, Mumbai-400094.**

**NIT No. DCSEM/CQD/QSA/Mandala Community Consul/22-23/NIT/26  
dt.23.11.2022**

**EIC (Quantity Section-A)**

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## INDEX

<u>S.No.</u>	<u>Item Descriptions</u>	<u>P.No.</u>
1	Fascia page	1
2	Index	2
3	PQ Cum Notice Inviting e-Tender	3
4	Section 1	6
5	1A.Requirement for Comprehensive work	7
6	1B.Guidelines for E tendering	10
7	Letter Inviting offer	14
8	Section 2	16
9	2A. Brief Particulars of work	17
10	2B.Information to Agencies	21
11	2C.Preparation of proposal	24
12	Data Sheet	29
13	Pre-qualification Part I	34
14	Pre-qualification Part II	40
15	Section – 3 : Standard formats for preparation of Technical proposal	42
16	Form 3A-1: Letter of Transmittal.	43
17	Form 3A-2 :- Technical proposal submission format.	44
18	Form 3B: Organizational structure	45
19	Form 3C-1: Details of available In-House staff	47
20	Form 3C-2: Format of CV for proposed staff	48
21	Form 3D: Details of proposed associate service	49
22	Form 3E: Details of completed similar works	50
23	Form 3F: Performance Report.	51
24	Form 3G: Financial Information	52
25	Form 3H:Particulars of litigation history	53
26	Form 3I: Details of technical and Administrative personnel to be deployed for work	54
27	Form 3K: Certificate of Ethical practice	55
28	Form 3L: Certificate	56
29	Annexure I to V : Undertakings	57-61
30	Compliance form 1 & 2	62-63
31	Section 4– Standard form of Financial Proposal	64
32	4A. Financial proposal submission form	65
33	4B. Milestones for payment of consultancy charges	66
34	4C. Specimen form of Financial bid.	68
35	4D. Details of Amount Reimbursable.	69
37	Section 5– Standard form of contract	70
38	5A. Draft agreement to contract.	71
39	5B.General Condition of Contract (GCC)	73
40	5C.Special Condition of Contract (SCC)	85
41	Form 5D of Guarantee of EMD/PG/SD/etc.	94
42	Form 5E Format to be enclosed for each bill for payment through Electronic Mode	96
43	Certificate by the agency	97

## OVERVIEW SUMMARY

### PRE-QUALIFICATION CUM-NOTICE INVITING E-TENDER

(i)	Name of Work	:	<b>Carrying out Comprehensive work i.e. Planning, detailed engineering etc. including necessary statutory approval etc. for Proposed community center, Shopping cum sports complex at Mandala, Anushaktinagar, Mumbai-400094.</b>
(ii)	<b>Projected cost</b> of construction Work for which consultancy is required.	:	<b>Rs.36.00 Crore</b>
(iii)	Estimated cost put to Tender		Rs.90.00 Lakh
(iv)	Earnest Money Deposit		<p>Earnest Money Deposit (EMD) of <b>Rs.1,80,000/-</b> to be submitted in the form of Bankers Cheque of a Commercial bank or Account payee Demand draft of a Commercial bank or Fixed Deposit Receipt (FDR) of a Commercial bank or Insurance Surety Bonds in favour of 'Pay &amp; Accounts Officer, DCSEM, Mumbai'.</p> <p style="text-align: center;">OR</p> <p>The bidders may submit the EMD as follows:-</p> <p>(i) <b>Rs.90,000/-</b> will have to be deposited in the form as prescribed above</p> <p style="text-align: center;">AND</p> <p>(ii) Balance amount of <b>Rs.90,000/-</b> in the form of Bank guarantee (including e-Bank Guarantee) issued by a Commercial bank having validity for six months from the date of submission of the tender and shall be scanned and uploaded by the intending bidders to the e-tendering website within the period of bid submission.</p> <p><b>Bidders with MSME certificate may be exempted from EMD on submission of documentary proof for similar work.</b></p> <p>The Bank Guarantee shall be valid for 180 days from the last date of online submission of Tender.</p> <p>Bank Guarantee not in the prescribed format shall not be accepted.</p> <p>Cash and Cheque for Earnest Money Deposit will not be accepted.</p> <p>Bank name and address: State Bank of India, V.S.Bhavan, Anushaktinagar, Mumbai-400094.</p> <p>IFSC code of beneficiary bank: SBIN0001268</p>

(v)	<b>Period (Duration of Consultancy Services required) of Project</b>	: <b>24 months from the 15<sup>th</sup> day of issue of work order or till Completion of construction activities, whichever is later.</b>  If required time extension shall be considered without any cost escalation.  <i>(Initial 6 (Six) months for completion of Design, Drawing, obtaining initial statutory approvals, preparation and finalization of bid documents for inviting bid).</i>
(vi)	Security Deposit	: <b>2.50%</b> of work order Value
(vii)	Performance Guarantee	: <b>3%</b> on work order value
(viii)	Validity of Tender	: <b>One Hundred Eighty (180) days</b> from the date of Opening of Technical Bid.
(ix)	Dates of availability of Tender Documents for download	: From <b>24.11.2022</b> (11:00 hrs.) to <b>28.12.2022</b> (17:00 hrs.) website on CPPP site <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>  NIT is also available on website <a href="http://www.dcsem.gov.in">www.dcsem.gov.in</a> for view only.
(x)	Uploading of Pre-bid Queries	: A. Online Pre-Bid queries: From <b>24.11.2022</b> (11:00 hrs.) to <b>07.12.2022</b> (17:00 hrs) on website CPPP site <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> or queries may be sent to <a href="mailto:cecqd@dcsem.gov.in">cecqd@dcsem.gov.in</a>  B. Pre Bid Meeting will be held on <b>09.12.2022</b> (11: 00 Hrs. to 13:00 Hrs.). Pre Bid meeting will be held at ‘Office of CE(CQD), DCSEM, 3 <sup>rd</sup> floor, North wing, V.S.Bhavan, Anushaktinagar, Mumbai-94’.
(xi)	Starting date of Online submission of tenders on e-Tender Portal	: <b>15.12.2022</b> (11:00 hrs.)
(xii)	Last date of online submission of tenders on e-Tender Portal	: On or before <b>28.12.2022</b> (15:30 Hrs.)
(xiii)	Submission of Hard copies of EMD, credentials, supporting documents uploaded on e-portal etc. as required by this tender	: On or before <b>29.12.2022</b> (17:00 Hrs.) in the ‘Office of Chief Engineer (CQD), DCSEM, 3 <sup>rd</sup> floor, North Wing, V.S.Bhavan, Anushaktinagar, Mumbai-400094’.
(xiv)	Date of Online opening of Technical Bid	: On <b>30.12.2022 (15:30 Hrs.)</b>  Agencies qualified in Part-I shall be called for presentation and Part-II evaluation.
(xv)	Presentation	: For Part-II evaluation, DCSEM will intimate the date for presentation to the Technically qualified agencies of part-I.

(xvi)	Opening of Financial Bid	:	Will be intimated to the Qualified agencies of part-II at a Later date.
	<b>Note</b>		DCSEM reserves the right to reject either any or all proposals without assigning any reason/s thereof. Proposals which are incomplete or not fulfilling the requirements specified in the tender documents are liable to be rejected. Tenders with any condition including conditional rebate shall be rejected forth with.
			Tender submitted without EMD and other mandatory documents as requested, shall not be considered.
	Tender Validity		180 days (One Hundred and Eighty days) from the date of opening of Technical bid.

## **SECTION 1**

**1A: Requirement for Comprehensive work.**

**1B: Guidelines for E-tendering.**

## 1A. Requirement for Comprehensive Work

### 1) Organization:

This invitation is open to who have an Indian firm (which include companies, partnerships, proprietary concerns LLP.) having interest in bidding for the Project.

The firm should have an architect and architect shall be members of **Institution of Architects or Council of Architecture/Respective registering authority in their respective field**. The firm should have a valid working license (not expired) and a valid registration or certificate showing that the company is legally established under the law of Government of India/Respective State.

The firms should have sufficient and relevant experience in the field including similar projects and details should be provided. Details like constitution of the Organization & year of incorporation etc. name and details of various in house services or associates, to whom the job is proposed to be assigned, should be provided.

The bidding firms should ensure that they qualify for all items of the Assignment on their own or through his affiliate Associate. Offers that seek to be qualified for only part of the items of the Assignment will be summarily rejected. Organizational set up shall be provided.

- a) The bidder shall be evaluated according to the terms and conditions of NIT
- b) **The Joint Venture/ Consortium is not allowed.**
- c) **The procedure to be followed in respect to assessing the financial competency of the architectural firm will be based on documentary evidence issued by legally established authority.**
- d) The tender can be purchased only by the Indian Architectural & Consultancy Firm.
- e) The **form 3F at page 51** is the format for the performance report / certificate issued by the client/ authority under which the agency has completed similar works.
- f) The firm shall submit copy of PAN Card, GST No, Copy of TIN /CIN.
- g) Lists of owing the names of Partners/Directors, together with their DIN address etc. needs to be submitted.
- h) **Name of key personnel, their qualifications and experience shall be furnished. The architectural firm should submit a list of these employees stating clearly how they would be involved in the project.**
- i) **The Architect should be registered with Council of Architecture to enable to Participate in NIT process.**
- j) The agency will be overall responsible for detail engineering, execution, designing, accuracy, stability, delivery of the commitment & liability, co-ordination, Liaison with local authorities, MCGM etc.
- k) All the design & drawings (for Architectural, Civil, Structural, MEP, HVAC, etc. all) shall be through Auto CAD, STADD Pro, E tab, Autodesk Revit software or any other approved software. All Structural Designs should be proof checked and approved by reputed organizations such IIT or NIT or Government college of repute as approved by DCSEM
- l) Authorized representative of Architect should attend all meetings with DCSEM,

Mumbai whenever required. Cost for travel expenses, accommodation, food, etc. should be the responsibility of consultancy firm.

## **2.0 Scope of work & Services to be rendered by the successful bidder (Agency) inclusive of but not limited to the following:**

1. Preparation of Comprehensive Works including Architecture, detailed Engineering, landscaping, development plan (road, footpath etc.) MEP services etc. in a land measuring about 8184 sq. mts. (~ 2.0 acres) approx.

Projected maximum built-up area would be about 5,000 sq.m, with maximum G+1 floor.

2. Preparation of Detailed lay-out plan of the proposed building & services, architectural planning and design of various facilities including providing detailed engineering services (architecture, civil & structural, MEP, IT, Fire Fighting works, all other allied services etc.) for the proposed facilities, Supply of Design Basis Report, Detailed design, Conceptual and preliminary drawings, Preparation of Tender document including Bill of Quantities (BOQ), Detailed drawings etc.

3. Obtaining statutory approval from local authority, Supply of design basis report, detail design report and drawing for review and obtaining approval from all the concerned authority for all the planned facilities as per approved time schedule, till completion of the project.

4. Structural drawings should be duly vetted from a) IIT or NIT or Government college of repute as approved by DCSEM. Their clearance should be submitted before issuance of GFC drawings.

### **3.0 Consulting Architect's obligations**

The Consulting Architect shall appoint Service, Liaison, Land survey, etc. Agencies at his own cost, for the services like design & planning, Geological investigation, Structural design, Public health works, Sanitary and Plumbing works, Electrical works, mechanical, HVAC, waste management, for the building communication systems, online data, voice, networking, I.T. systems, Audio Visual systems, Building Management Systems, signage, Site Development, Landscaping, Kitchen works, Garbage waste disposal theme etc. as may be required to plan & design of Bldg. Giving necessary guidance for completion of project in satisfactory manner within the cost & time frame stipulated.

### **4.0 Eligibility Criteria-Financial capability for Architect**

The applicant should have satisfactorily completed similar consultancy assignment during last 7 years ending on last date of submission of Tender, as below:

- One comprehensive project costing not less than Rs.72.00 Lakhs or built up area 4000 sqm. (approx.) or
- Two comprehensive projects each costing not less than Rs.54.00 Lakhs or each of built up area 3000 sqm (approx.) or
- Three comprehensive projects each costing not less than Rs.36.00 Lakhs or each of built up area 2000 sqm (approx.)



**Similar Consultancy assignment shall mean Architectural/Engineering Agencies/ Consultancy Firms/Consortium shall have experience in preparation of comprehensive project and planning & designing of Architectural, Civil Engineering, Public Health, Electrical, HVAC, Firefighting & Other services for the works.**

Note :- The value of executed works shall be brought to the current costing level by enhancing the actual value of work at a simple rate of 7% per annum; calculated from the date of completion to the last date of receipt of applications for tender.

The applicant's performance for each work completed in the last Seven years and in hand should be certified by an officer not below the rank of Executive Engineer/Project Manager or equivalent.

- A. Should have average annual turnover of **Rs. 90.00 Lakh** for Architectural consultancy services contracts during immediate last **Three Consecutive Financial** years ending **31<sup>st</sup> March 2022**. This should be duly certified by a Chartered Accountant. Year in which no turnover is shown would also be considered for working out the average.
- B. The applicant should not have incurred any loss in more than two years during the last five years ending **31<sup>st</sup> March, 2022** duly certified by the Chartered Accountant.
- B. The agency should not be under liquidation, court receivership or similar proceedings.
- C. Should have valid **Solvency Certificate for Architectural consultancy services** of **Rs. 36.00 Lakh** issued by the any Scheduled or Nationalized Bank and should not be older than one year from the date of opening of tender.

## **1B. GUIDELINES FOR E-TENDERING:-**

### **Instructions for Online Bid Submission**

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

### **1. REGISTRATION**

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL:<https://eprocure.gov.in/eprocure/app>) by clicking on the link“ **Online bidder Enrollment** “on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique user name and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India(e.g. Sify/nCode/eMudhraetc.) with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that he do not lend their DSC’s to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID /password and the password of the DSC/e-Token.

### **2. SEARCHING FOR TENDER DOCUMENTS**

There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

- 1) Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective ‘My Tenders ‘folder. This would enable the CPP Portal to intimate the bidders through SMS/e-mailing case there is any corrigendum issued to the tender document.
- 2) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification /help from the Help desk.

### **3. PREPARATION OF BIDS**

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.

- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR /DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has-been provided to the bidders. Bidders can use “My Space” or ‘Other Important Documents’ area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

**Note:** *My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.*

#### **4. SUBMISSION OF BIDS**

- 1) Bids shall be submitted online only at CPPP website : <https://eprocure.gov.in/eprocure/app>
- 2) Bidder should log in to the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 3) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 4) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- 5) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 6) The agency shall download the pre bid clarification if any for the work and upload the same (scanned copy) duly signed and sealed. The revised documents (if any) shall be uploaded in e-tender portal.
- 7) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open It and complete the SKY BLUE colored (unprotected) cells with their respective financial quotes and other details (such as name

- of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 8) Financial bid to be submitted ONLINE ONLY and hard copy of financial bid is NOT to be submitted.
  - 9) Tenderers are advised to upload their documents well in advance, to avoid last minutes 'rush on the server or complications in uploading. DCSEM/DCSEM, in any case, shall not be held responsible for any type of difficulties during uploading the documents including server and technical problems whatsoever.
  - 10) Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
  - 11) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
  - 12) Hard copy of Technical Bid is to be submitted and endorsed at security main gate before last date and time of submission and must be signed with stamp/seal on all pages.
  - 13) It may please be noted that both hard copy and soft copy of technical bid are required i.e. uploaded version in CPPP website and Hard copy submission before due date and time. If agency unable to do so will be disqualified.
  - 14) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
  - 15) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
  - 16) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
  - 17) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.
  - 18) Intending Bidders are advised to visit this website regularly till closing date of submission to keep themselves updated as any change/modification in the tender will be intimated through this website only by corrigendum/addendum/amendment.

## **5. ASSISTANCE TO BIDDERS**

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

Carrying out Comprehensive work i.e. Planning, detailed engineering etc. including necessary statutory approval etc. for Proposed community center, Shopping cum sports complex, at Mandala, Anushaktinagar, Mumbai-400094.

- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24 x 7 CPP Portal Helpdesk.

## **LETTER INVITING OFFER**

NIT No. DCSEM/CQD/QSA/Mandala Community Consul/22-23/NIT/26 dt.23.11.2022

Name of the Agency :- \_\_\_\_\_

Dear Sir,

**Sub: Carrying out Comprehensive work i.e. Planning, detailed engineering etc. including necessary statutory approval etc. for Proposed community center, Shopping cum sports complex at Mandala, Anushaktinagar, Mumbai-400094.**

On behalf of President of India, proposals are hereby invited in the prescribed form for the following Assignment:-

Name of the Assignment:	<b>Carrying out Comprehensive work i.e. Planning, detailed engineering etc. including necessary statutory approval etc. for Proposed community center, Shopping cum sports complex, at Mandala, Anushaktinagar, Mumbai-400094.</b>
Projected cost of construction for which consultancy is required.	<b>Rs.36.00 crore</b>
Earnest Money Deposit:	<p>Earnest Money Deposit (EMD) of <b>Rs.1,80,000/-</b> to be submitted in the form of Bankers Cheque of a Commercial bank or Account payee Demand draft of a Commercial bank or Fixed Deposit Receipt (FDR) of a Commercial bank or Insurance Surety Bonds in favour of 'Pay &amp; Accounts Officer, DCSEM, Mumbai'.</p> <p style="text-align: center;">OR</p> <p>The bidders may submit the EMD as follows:-</p> <p>(i) <b>Rs.90,000/-</b> will have to be deposited in the form as prescribed above</p> <p style="text-align: center;">AND</p> <p>(ii) Balance amount of <b>Rs.90,000/-</b> in the form of Bank guarantee (including e-Bank Guarantee) issued by a Commercial bank having validity for six months from the date of submission of the tender and shall be scanned and uploaded by the intending bidders to the e-tendering website within the period of bid submission.</p> <p><b>Bidders with MSME certificate may be exempted from EMD on submission of documentary proof for similar work.</b></p> <p>The Bank Guarantee shall be valid for 180 days from the last date of online submission of Tender.</p> <p>Bank Guarantee not in the prescribed format shall not be accepted.</p>

	Cash and Cheque for Earnest Money Deposit will not be accepted.  Bank name and address: State Bank of India, V.S.Bhavan, Anushaktinagar, Mumbai-400094.  IFSC code of beneficiary bank: SBIN0001268
Tender Processing fee to be paid	Nil.

1. Desirous Agencies may view Pre-qualification Cum Notice Inviting Tender from the web site [www.dcsem.gov.in](http://www.dcsem.gov.in) however complete tender shall be downloaded from the website CPPP site <https://eprocure.gov.in/eprocure/app>
2. The Proposals, EMD and all technical documents as required for this tender shall be kept in separate sealed cover with name of work, tender notice number written on top of envelope and shall be submitted in the **‘Office of Chief Engineer (CQD), DCSEM, 3<sup>rd</sup> floor, North wing, Anushaktinagar, Mumbai-400094’**. In case the EMD is not deposited in given format and before the due date, then your proposal will not be considered further. The scanned copy EMD should be uploaded on the E-portal while uploading the tender.
3. In the event of your receiving the Consultancy Contract, you will have to pay 3% of the Contract value as Performance Guarantee (PG). PG can be paid in the form of Demand Draft / Bank Guarantee/FDR etc. of the scheduled bank by the Agency valid up to 60 days beyond completion period of consultancy contract. In addition, you will be required to deposit an amount equal to 2.5% of the contract Value as Security Deposit (SD) or it can be recovered from the Agency's running bill @ 5% of the bill value till the full amount of Security Deposit is built up. Amount kept under PG & SD shall not bear any interest and same shall be returned to the Agency after satisfactory completion of the defect Liability period of the Construction Contract.
4. In the event of contract being determined or rescinded under provisions of any of the clause / condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the Authorized Representative of DCSEM.
5. DCSEM reserves the right to reject any or all Proposals received without assigning any reason. The Proposals, which are incomplete and have not addressed or fulfilled the requirements specified in Tender Document, are liable for rejection.

Thanking you,

Sincerely,

Chief Engineer (CQD), DCSEM

## **SECTION – 2**

**2A: Brief Particulars of work**

**2B: Information to Agencies**

**2C: Preparation of proposal**



## **2A: Brief Particulars of work**

### **1. Location :-**

The site is situated at Mandala, Anushaktinagar, Mumbai adjacent to Type-5E flats. A rectangular plot of dimensions 95.0 mts X 77.2 mts (approx). The site is well connected to the main Roads.

The city of Mumbai is well connected by the rail and road network in the country and to major cities both nationally and internationally by air through its international airport at Mumbai.

### **2. General features and major components of the work are as under:**

Community Multipurpose Hall ( for around 600 persons), with dining and Kitchen facilities. Indoor sports facilities such as

- 2 nos. Badminton courts
- 2 nos. Table tennis
- 1 no. Billiards, Chess, Carroms
- Facilities like canteen, change rooms & toilets etc.
- Community shopping (Around 16 shops).
- Any other works.

Total built-up area – 5000 Sq. Mt.

### **3. An Overview of the Project :-**

#### **3.1 Vision**

There is no commercial & community Centre in the Mandala area. Existing community centers in Anushaktinagar are not sufficient to meet the demand and also far from the proposed area.

The main elements in this endeavor are;

- Developing of Mandala area as self-sufficient.
- Nodal point for growth of community interaction & wellbeing.

### **4. Deliverables :-**

The Selected agency shall provide the following report, drawing/document & services:-

- Comprehensive layout plan of the proposed buildings, complying with all the necessary statutory requirement associated with site lay-out plan, the proposed building, services, safety, environment etc. including energy efficiency and optimized operations/maintenance costs.
- Detailed plan for building showing internal climate control, ventilation and illumination achieved by maximizing the use of passive technologies and reducing the role of conventional air-conditioning and electric lighting.
- Conceptual plan and report of integrated water and waste management system aiming

towards zero or minimum discharge.

- Coordinated plan of all the proposed MEP services to integrate with existing services in the campus.
- Detailed architectural design based report (DBR) including design concept, philosophy, height of the buildings (optimized between land and energy requirement) orientation, type of structure etc. The report shall have detailed justification in respect of the design consideration for the following aspects/areas: Aesthetics of facilities, open spaces and circulation areas, design innovation, advanced technology considered, LAN & Network, Telephone system, CCTV, External & Internal firefighting system, etc. Audio- video, Sound design, Acoustics, Cable TV network, Fiber connectivity, IBMS and Bulk Services, such as External Water and Power supply, Sewerage, Parking, fire protection, waste water treatment and sewage treatment plants, construction materials, passive cooling and natural-gradient technologies, etc.
- Submission of consolidated coordinated services drawing.
- Obtaining all statutory clearances including CTE/CTO, Fire, Tree clearance, building plan approval, design approval etc required for commencement to completion & occupancy of facilities from the concerned authorities. However, statutory fee shall be paid by the institute on submission of payment receipt.
- Preparation & submission of preliminary & detailed design and working drawing of Architectural, Structural, Public Health, Internal & External Electrical, HVAC works including all other allied services for the built-up area of **5,000 sq.m**. All the design of structure shall be vetted by any NIT or IIT or Government college of repute approved by DCSEM, before submission for approval by the institute.
- Design shall be integrated with overall master plan.
- Preparation of development plans and detailed drawings as per the local town planning rules & regulation.
- Preparation of detailed item specifications, BOQ, tender document for inviting tender as per Item rate contract or EPC as per the decision of the department, tender drawing and detail working/site use (GFC) drawings to carry out the site execution in all respects. (agency shall ensure that the actual quantity shall not vary more than 10% of estimated quantity except for sub structural work, unless design is changed after award of work by the Institute, failing which a penalty maximum up to 10% of consultancy fee can be levied by the department, as per the decision of competent authority.
- Issue of site use drawings along with requisite detailing well in advance for carrying out site activities.
- Submission of landscape detail integrated with overall master plan along with BOQ etc.
- Submission of coordinated services drawings for site use.
- Submission of final design reports of Architectural, structural & MEP along with revisions, if any.
- Submission of completion (as built) drawings of Architectural, structural & MEP along with as built coordinated drawings of services for record.

- Submission of completion and occupancy certificates for all the facilities under Phase-I including commissioning certificate of MEP items.
- Submission of 3-D walk through as per completion drawing.
- All the details shall be submitted in a hard copy and a soft copy form.

## **2B. INFORMATION TO AGENCIES**

## 2B. INFORMATION TO AGENCIES

### 1.INTRODUCTION

- 1.1 The Client named in the "Data Sheet" shall select a firm in accordance with the method of selection indicated in the tender document.
- 1.2 Agencies are invited to submit a Technical Proposal & Financial Proposal for consulting services required for the Assignment named in the NIT **on e-Tender Portal with scanned images of all supporting document uploaded on the said portal.** The proposal shall form the basis for future discussions and ultimately, a contract between the Client and the selected firm.
- 1.3 Agencies must familiarize themselves with the local conditions and take these into account in preparing the proposals. To obtain first-hand information on the Assignment and on the local conditions, Agencies are encouraged to pay a visit to the **proposed site** before submitting a Proposal and attend a **Pre-bid meeting as specified in the Data Sheet.** Agencies should contact the officials of DCSEM to arrange for their visit or to obtain additional information on pre-bid Meeting. Agencies should ensure that the Client's officials are informed of the intended visit in adequate time to allow them for making appropriate arrangements.
- 1.4 The Agency shall provide the inputs specified in the Data Sheet.
- 1.5 It shall be obligatory on your part to sign the Proposals for all components/parts and upload scanned images on the E Tender Portal. **You shall enclose the power of attorney in favor of the person signing the bid (upload scanned images) & submit authorized copy of power of attorney along with hard copies of credentials.**
- 1.6 Agencies may note that the costs incurred in the preparation of the Proposal and subsequent discussions including a visit to the Client's office or proposed location(s) connected with the assignment, are not reimbursable, and for which the Client is not bound to accept any claim.
- 1.7 Financial statements must show the latest available Five years data including Profit & Loss account certified by Chartered Accountant.
- 1.8 Information or the replies to the questions should be complete in all respects. In case the information or the reply is 'Not Applicable' etc. the same should be invariably mentioned as such.
- 1.9 Agencies are informed that in order to avoid conflict of interest situations, any firm providing goods, works or services with which you are affiliated or associated is not eligible to participate in bidding for any goods, works or services resulting from or associated with the project of which this Assignment forms part. You should clarify your situation in that respect with the Client before preparing the Proposal.

**1.10 Your Proposal shall provide a definitive answer to the following questions ( Ref form 3B )**

- i) Has your firm during the last five years:
  - a) Default on a contract?
  - b) Been declared bankrupt?
  - c) Assigned a contract for the benefit of creditors?
  - d) Been a party to litigation involving the non-payment on account of wages, materials, equipment or supplies?
  - e) Black listed
- ii) If the answer to any of the above questions is 'yes', an explanation of the circumstances and disposition shall be given. Any incorrect or false information shall lead to disqualification or cancellation of contract forthwith.

**1.11** You are required to indicate whether within the preceding five years they ( the firm) have ever been debarred, suspended, or otherwise prohibited from contracting with any Central/State, or other governmental agency or entity. You shall also inform whether within the last ten years they (including any associates) have been charged with, or convicted if any serious crime or felony.

## **2. CLARIFICATION & AMENDMENT OF TENDER DOCUMENT**

- 2.1 Agencies may request a clarification on any of the Documents furnished to them with the tender up to the date & time indicated in NIT by uploading them on the pre bid queries icon only. The Client shall respond by **uploading the clarifications on the E Tender portal** to such requests and the same can be viewed by all Agencies who intend to submit the Proposal (without identifying the source of enquiry). The bidding Agencies / consulting firms are required to download the clarifications and submit a signed copy along with their bid (in the form of soft copy).
- 2.2 At any time before the submission of Proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by consulting firm, modify the Documents, furnished with the tender, by amendment. The amendment shall be notified by **uploading the clarifications on the E Tender portal** to consulting firms and shall be binding on them. The Client may at its discretion extend the deadline for the submission of Proposals. The bidding Agencies / consulting firms are required to download the clarifications and submit a signed copy along with their bid (in the form of soft copy).

## **2C.PREPARATION OF PROPOSAL**



## **2C.PREPARATION OF PROPOSAL**

Agency shall submit a Technical Proposal and a financial proposal on the E Portal, written in the language specified in the Data Sheet.

### **1) Technical Proposal**

**1.1** Agency is expected to examine all terms and instructions included in the Documents furnished with Tender. Failure to provide requisite information may result in rejection of Proposal.

**1.2** While preparing the Technical Proposal, you must give particular attention to the following:

- i. Agency should have requisite expertise while making the offer. In case, as permitted in Tender the firm considers that it does not have all the expertise for the Assignment, it may obtain such expertise by associating with individual agency (s) and other associates, as appropriate. These associations shall be subject to the approval of the Client. Agency may or may not associate with other Agencies invited on this Assignment as indicated in Tender.
- ii. The professional staff, listed in the offer, shall be available for the entire duration of the execution of the Assignment. These shall preferably be the permanent employees of the firm or have an extended and stable working relation with it. In the case of change of Staff, prior permission shall be taken from DCSEM for the change of staff.
- iii. Proposed staff must have relevant educational qualification and experience, preferably under conditions similar to those prevailing at the locations of the Assignment.
- iv. No alternative to professional staff may be proposed and only one curriculum vita (CV) may be submitted for each position. The firm's personnel shall have a good working knowledge of English.

**1.3** Technical Proposal should provide the following information, but not limited to, using the attached Standard **Formats (Section -3):**

1	3A-1	Letter of Transmittal*
2	3A-2	Technical proposal submission form *
3	3B	* Organization structure
4	3C-1	*Available in house staff
5	3C-2	*Associates related to the Assignment
6	3D	*Format of CV
7	3E	* Similar nature work
8	3F	***Performance of works
9	3G	* Financial information
10	3H	* Litigation history
11	3I	*Details of technical & administrative personnel
12	3K	CERTIFICATE OF ETHICAL PRACTICE *
13	3L	CERTIFICATE *
14	4A	Submission Form *
15		Net worth certificate issued by CA***
16		Copy of PAN Card ***
17		Copy of TIN / Service Tax No. ***
18		Annual Turnover certificate, profit and loss shall be certified by

		CA***
		Compliance form 1 & 2 *
		Annexure I to V (To be printed on Bidder's letterhead)
19	4C	Financial Bid **
	<p><b>Note –</b>  * Form to be downloaded, duly filled, seal &amp; signed to be uploaded on e-portal  ** Form to be filled in the excel sheet provided on e-portal  *** Scanned images of documentary evidence to be uploaded on e-portal.</p>	

### Financial Proposal

- 1.4 In preparing the Financial Proposal, Agency is expected to take into account, besides technical requirements, commercial conditions specified in the Tender Document. The Financial proposal should follow standard format as uploaded on e-portal.
- 1.5 The Financial Proposal/Commercial bid / BoQ format is provided as BoQ\_XXXX.xls along with this tender document at <https://eprocure.gov.in/eprocure/app>. Bidders are advised to download this BoQ\_XXXX.xls as it is and quote their offer/rates in the permitted column in Figures only and upload the same in the commercial bid. Bidder shall not tamper/modify downloaded price bid template in any manner. In case if the same is found to be tempered/modified in any manner, tender will be completely rejected and tenderer is liable to be banned from doing business.
- 1.6 Agency must quote amount (Rs.) on projected cost of construction for which consultancy is required i.e. **Rs. 36.00 Cr.**
- 1.7 However final payment will be calculated as per the financial bid condition in Form 4C Note. Payment shall be released on prorata basis in case cost of construction happens to be less than the initially projected cost of construction **Rs.36.00 Cr**
- 1.8 The agency have to quote amount excluding GST (GST will be paid as per applicable).
- 1.9 The Financial Proposal should consider the mode of payment as specified in the mile stone given under Table 4B shall be all inclusive; and should cover, but not be limited to, remuneration for staff (in the field and at headquarters), gratuity, provident fund, travel assistance, out of pocket expense (per diem), overheads, profits, site offices, accommodation (housing), transportation (for mobilization and demobilization), communication, equipment (vehicles, office equipment, furniture, consumable etc.), printing of documents, surveys, training. The Financial Proposal shall also include the tax Liability and cost of insurance of Agencies' firm and his personnel.
- 1.10 No hard copy to be submitted for financial bid. Disclosure of financial bid in any form before opening financial bid officially will lead to disqualification of the bidder.

### **3. SUBMISSION, RECEIPT & OPENING OF PROPOSALS**

- a. The completed Technical Proposal and Financial Proposal must be submitted on E portal before the time and date stated in the NIT. No proposal can be submitted after closing time for submission & shall not be considered. The bidders are requested to upload their bids well before the time & date specified for submission to avoid last minute rush & congestion on website. The DCSEM or the website shall not be held responsible if the bids are not uploaded in time on the e- portal.

- b. The Proposal must be valid for the number of days stated in the Tender. The Client shall make its best effort to conclude the Proposal evaluation process within this period. If the Client wishes to extend the validity period of the Proposals, Agency may extend or not to extend the validity of their Proposals.

#### 4. PROPOSAL EVALUATION

A two-stage procedure shall be adopted in evaluating the proposals: i) Technical evaluation, which shall be carried out prior to opening financial proposal; and ii) Financial evaluation. Each firm shall be ranked using a combined technical and financial score.

##### 4.1 TECHNICAL PROPOSAL EVALUATION

###### 4.1.1 Technical Evaluation – (Part-I)

DCSEM shall evaluate the proposals on the basis of their responsiveness to the requirements specified in Tender Document, applying the evaluation criteria, sub-criteria and point system specified in the tender document. A proposal shall be rejected at this stage if it does not respond to important aspects of the tender requirements or if it fails to achieve the minimum technical score of 70 point or as mentioned in Data sheet.

###### 4.1.2 PRESENTATION (Part-II)

The expert committee constituted by DCSEM shall evaluate Part-II. The Agencies who secure minimum 70 points in Part –I i.e. Technical evaluation, would be called for presentation on description mentioned in the Attribute-E or in Data Sheet and Technical Score (St.) will be awarded by the committee. The Date of presentation shall be intimated to the qualified bidders by letter / E-mail.

##### 4.2 FINANCIAL PROPOSAL EVALUATION

4.2.1 After the Presentation, the Client shall notify the date & time, for opening of Financial Proposals on E Portal. The financial bid of only those agencies who secure minimum 80% marks in Part-II (Presentation) shall be opened.

4.2.2 The evaluation committee or team shall determine if the Financial Proposals are complete i.e. whether they have costed all items of the corresponding Technical Proposal, if not the Financial bid shall be rejected.

4.2.3 The lowest Financial Proposal ( $F_m$ ) shall be given a financial score ( $S_f$ ) of 100 points. The financial scores of other proposals shall be computed as follows:  $S_f = 100 \times F_m / F$

Where:  $F_m$  = Amount of Fees of the lowest Bidder.

$F$  = Amount of Fees of the other bidders (2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup> .....)

4.2.4 The Proposals shall finally be ranked based on **Quality Cum Cost Based Selection (QCBS)** according to their combined technical (St) and financial scores using the weights indicated in the tender document " $S = S_t \times T \% + S_f \times F\%$ "

Where, **S = Final Score,**

$S_t$  = Technical Score i.e. Average of Part I and Part II.

**T = Weightage to Technical Score.**

$S_f$  = Financial Score.

**F = Weightage to Financial Score**

4.2.5 Weightage to Technical Score (**T**) shall be 70% and Weightage to Financial Score (**F**) shall be 30% for this work.

4.2.6 The proposal with the highest weighted combined score (quality and cost) shall be selected for issuing work order.

#### **4.2.7 Evaluation / Expert Committee:**

- i) The proposals received shall be evaluated by an Evaluation/ Expert Committee or team constituted by DCSEM, Mumbai.  
  
The Chairperson of the Committee may co-opt/invite any other member if deemed necessary. Since the Evaluation/ Expert Committee consists of experts in the related field, subjective judgment/ decision of the Committee shall be final.
- ii) Even though an applicant may satisfy the above requirements, he/she would be liable to disqualification if he/she has:
  - a) Made misleading or false representation or deliberately suppressed the information in the forms, statements and enclosures required in the prequalification document.
  - b) Record of poor performance such as abandoning work, not properly completing the assignment or financial failures /weaknesses etc.

### **5 DISCUSSIONS PRIOR TO AWARD OF CONTRACT**

- 5.1 Prior to the expiration period of proposal validity, the Client shall notify the successful Agency whose proposal scored the highest combined score (technical + financial) and invite him to discuss the Contract. Discussions shall be held at the address indicated in Data Sheet and the aim is to reach an agreement on all the points.
- 5.2 The discussions may include the proposed methodology (work plan), staffing, quality system and must then be reached on the final requirements on terms of reference, the staffing and bar charts, which shall indicate activities, staff periods in the field and in the home office, communication, logistics, reporting etc. Special attention shall be paid to define clearly the inputs required from the Client to ensure satisfactory implementation of the Assignment. The agreed work plan and other terms of reference shall then be incorporated in the 'Description of Services' and shall form part of the Contract.
- 5.3 The financial discussions may include a clarification, if any, on taxes, levies and other such charges considered in the proposal. Some of the special conditions of contract may be discussed. Unless there are exceptional reasons, the discussions on financial terms shall involve neither the lump sum amount nor remuneration rates /other proposed unit rates.
- 5.4 The discussions shall conclude with a review of the draft form of Contract so as to arrive at an agreement.

### **6 AWARD OF CONTRACT**

- 6.1 The Contract shall be awarded, after obtaining requisite approvals from the Competent Authority, based on completion of successful discussions.
- 6.2 On award of the Contract, the Agency shall commence the Assignment on the date and at the location specified in the General Conditions of Contract (GCC). A co-ordination procedure shall also be established and name of the accredited representative of the Agency who would be responsible for taking instructions from the Client shall be communicated.

**DATA SHEET  
(Information to Agencies)**

1.	Name of the Department	Government of India, Department of Atomic Energy, Directorate of Construction, Service & Estate Management, V.S. Bhavan, Mumbai – 400094.
1a.	Users	Government of India, Department of Atomic Energy, Directorate of Construction, Service & Estate Management, V.S. Bhavan, Mumbai – 400094.
2.	Name of the Assignment	<b>Carrying out Comprehensive work i.e. Planning, detailed engineering etc. including necessary statutory approval etc. for Proposed community center, Shopping cum sports complex at Mandala, Anushaktinagar, Mumbai-400094.</b>  <b>NIT No. DCSEM/CQD/QSA/Mandala Community Consul/22-23/NIT/26 dt.23.11.2022</b>
3.	Objective of the Assignment	Providing Comprehensive works including Architectural planning, detailed Engineering of all services etc. as per scope of works along with getting all the statutory approvals for Proposed community center, Shopping cum sport complex, at Mandala, Anushaktinagar, Mumbai-400094.
4.	Phasing of the Assignment	<ul style="list-style-type: none"> <li>• Comprehensive layout plan of the proposed buildings</li> <li>• Detailed plan for buildings</li> <li>• Conceptual plan and report of integrated water and waste management system aiming towards zero or minimum discharge.</li> <li>• Coordinated plan of all the proposed MEP services to integrate with existing services in the campus.</li> <li>• Detailed architectural design based report (DBR)</li> <li>• Submission of consolidated coordinated services drawing.</li> <li>• Obtaining all statutory clearances</li> <li>• Preparation &amp; submission of preliminary &amp; detailed design and working drawing of Architectural, Structural, Public Health, Internal &amp; External Electrical, HVAC works.</li> <li>• Design shall be integrated with overall master plan.</li> <li>• Preparation of development plans and detailed drawings</li> </ul>

			<ul style="list-style-type: none"> <li>• Preparation of detailed item specifications, BOQ, tender document for inviting tender etc.</li> <li>• Issue of site use drawings</li> <li>• Submission of landscape detail</li> <li>• Submission of coordinated services drawings for site use.</li> <li>• Submission of final design reports</li> <li>• Submission of completion (as built) drawings</li> <li>• Submission of completion and occupancy certificates</li> <li>• Submission of 3-D walk through as per completion drawing.</li> </ul>
5.	Dates of availability of Tender Documents for download	:	<p>From <b>24.11.2022</b> (11:00 hrs.) to <b>28.12.2022</b> (17:00 hrs.) website on CPPP site <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a></p> <p>NIT is also available on website <a href="http://www.dcem.gov.in">www.dcem.gov.in</a> for view only.</p>
6.	Uploading of Pre-bid Queries	:	<p><b>A. Online Pre-Bid queries:</b> From <b>24.11.2022</b> (11:00 hrs.) to <b>07.12.2022</b> (17:00 hrs) on website CPPP site <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> or queries may be sent to <a href="mailto:cecqd@dcsem.gov.in">cecqd@dcsem.gov.in</a></p> <p><b>B. Pre Bid Meeting</b> will be held on <b>09.12.2022</b> (11: 00 Hrs. to 13:00 Hrs.). Pre Bid meeting will be held at ‘Office of CE(CQD), DCSEM, 3<sup>rd</sup> floor, North wing, V.S.Bhavan, Anushaktinagar, Mumbai-94’.</p>
7.	Starting date of Online submission of tenders on e-Tender Portal		<b>15.12.2022</b> (11:00 hrs.)
8.	Last date of online submission of tenders on e-Tender Portal		On or before <b>28.12.2022</b> (15:30 Hrs.)
9.	Submission of Hard copies of EMD, credentials, supporting documents uploaded on e-portal etc. as required by this tender	:	On or before <b>29.12.2022</b> (17:00 Hrs.) in the ‘Office of Chief Engineer (CQD), DCSEM, 3 <sup>rd</sup> floor, North Wing, V.S.Bhavan, Anushaktinagar, Mumbai-400094’.
10.	Date of Online opening of Technical Bid	:	On <b>30.12.2022</b> ( <b>15:30 Hrs.</b> )

		Agencies qualified in Part-I shall be called for presentation and Part-II evaluation.
11.	Date of presentation	DCSEM will intimate the date for presentation to the Technically qualified agencies well in time.
12.	Date of opening of Financial Bid	Will be intimated to the Qualified agencies at a Later date.
13.	Language is	English
14.	Projected cost of construction Work for which consultancy is required.	Rs. 36.00 crore
15.	Period (Duration of Consultancy Services required) of Project.	<b>24 months from the 15<sup>th</sup> day of issue of work order or till Completion of construction activities, whichever is later.</b>  If required time extension shall be considered without any cost escalation.  <i>(Initial 6 (Six) months for completion of Design, Drawing, obtaining initial statutory approvals, preparation and finalization of bid documents for inviting bid).</i>
16.	Tender Validity	<b>180 (days) from the date of opening of technical bid.</b>

i) The suggested configuration and qualification/ experience of the proposed key staff:

Sr. No	Position	Minimum Qualification	Min Experience in years
<b>A. Architectural</b>			
1	Team Leader	B. Arch	10 or more
2	Sr. Architect	B. Arch	5 or more
3	Liaison architect	B. Arch with 10 or more years of experience	
<b>B. Structural/Civil Engineering</b>			
1	Team Leader	ME / M. Tech in Structural Engineering.	10 or more
2	Sr. Design Engineer	BE/ B Tech/ME in Civil/Structure Engineering	5 or more
<b>C. Electrical Engineering</b>			
1	Team Leader	BE / B. Tech in Electrical Engineering.	10 or more

2	Sr. Design Engineer	BE/ B. tech in Electrical Engineering	5 or more
<b>D.</b>	<b>Mechanical/HVAC/Plumbing Engineering</b>		
1	Team Leader	BE / B. Tech in Mech. Engineering	10 or more
2	Sr Design Engineer	BE/ B. tech in Mech. Engineering	5 or more
3	Fire Officer	B.E. Fire Engineer or Graduate Mechanical or Electrical	5 or more

ii) Training is an important feature of this Assignments: No.

16. Specific experience/ expertise/ additional information, to be provided by the agency in the following areas:

- Analysis and design of buildings
- Design of Public Health Services
- Electrical System Design
- Design of HVAC
- Safety Systems, Analysis and Documentation
- Any other relevant experience

17. Financial proposal - Fee to be quoted as \_\_\_\_\_% of Built-up Cost (**For evaluation of Financial Bid, the value of the Built-up cost of whole project shall be considered as Rs.36.00 Crores**).

**Note:**

- a) Man-hour/ Man-day rates for any 'additional job', if assigned shall be on lumpsum and the man-hour/man-day/ rates spent on the 'additional job' shall be subject to verification through time sheets maintained by the agencies before admitting the invoices for the same.
- b) 'Additional jobs' means works not described in the tender documents and/or modifications in the works under the tender already completed, accepted and paid.
- c) Any revision/s of the document, reports, drawings, submissions etc. for the works under the tender shall not constitute additional work.

13. Tax liability, insurance – description or reference to Documents:

- i) The Agency and his personnel shall pay the taxes and other impositions levied under existing, amended or enacted laws during life of the Assignment.
- ii) The Agency shall cover employer's compensation insurance for his or his sub agency (if applicable) personnel in accordance with the provisions of relevant applicable laws.

18. The payment is proposed to be made on the basis of milestones achieved or deliverables received in a form acceptable to the DCSEM, during the course of working on the Assignment. The proposed milestones/ deliverables for this purpose are included herewith.

19. Submission of Tender online :- <https://eprocure.gov.in/eprocure/app>

20. The address for Submission of Hard copies of EMD, credentials, supporting documents uploaded on e-portal etc. as required by this tender :-



Office of CE (CQD),  
Government of India  
Department of Atomic Energy  
Directorate of Construction Services &  
Estate Management,  
3<sup>rd</sup> Floor, North Wing, VS Bhavan,  
Anushaktinagar, Mumbai – 400094.

21. Last date of Submission of Hard copies of EMD, credentials, supporting documents uploaded on e-portal etc. as required by this tender :- On or before **29.12.2022** (17:00 Hrs.)
22. The proposal must remain valid upto **180 days from the date of Opening of Financial Bid** (Financial Bid to be opened on later date to be intimated to the bidders who qualifies in the process).

## 6. Pre-qualification

The points given to evaluation criteria are given below

### **PART I - Total Points – 100**

Sr. No	Description		Points	Total Points
<u>1</u>	Attribute A	Organization	30	100
<u>2</u>	Attribute B	Experience	30	
<u>3</u>	Attribute C	Performance	20	
<u>4</u>	Attribute D	Financial capability	20	
	<b>Total Points</b>		<b>100</b>	<b>100</b>

**Note-** The agencies who secure minimum 70 points in Part –I and minimum 60 % in individual attribute (A, B, C and D) would be called for presentation.

### **PART II - Total Points – 100**

Sr. No	Description		Points	Total Points
<u>1</u>	Attribute E	Presentation	100	100
	<b>Total Points</b>		<b>100</b>	<b>100</b>

**Note-** The Financial bid of only those agencies who secure minimum 80% marks in Part- II (Presentation) shall be opened.

**The points given to evaluation criteria are:**

#### **8.1 Pre – Qualification PART-I (ARCHITECTURAL).....100 points**

##### **ATTRIBUTE–A –ORGANISATION 30 Points**

1	Organization structure <b>Form "3B"</b>		5 Points	
2	In-House Services for Assignment <b>Form"3C-1"</b>		10 Points	
3	Qualifications and Competence of the Technical Personnel Firm shall meet the requirement as per the table under minimum required experience of the proposed staff and number of staff to be deployed for the project. The CVs shall be submitted as per the <b>Form "3C-2"</b>		10 Points	
	(a)	Architects & Liaison architect		4 points
	(b)	Structural& MEP Engineers		6 Points
4	Associates related to the Assignment and their Experience <b>Form “ 3D Arch”</b>		5 Points	
	<b>TOTAL :</b>		<b>30 Points</b>	

**Attribute -A - Info for (3B, 3C and 3D)**

**The minimum required-experience of the staff of agency (Pertaining to attribute A- Organization 3b, 3c and 3d)**

Sr. No	Position	Minimum Qualification	Min Experience in years	Numbers.	Min Points (60% Marks for minimum eligibility)	Max Points (100% Marks for twice the min eligibility criteria or more)
<b>A. Architectural</b>						
1	Team Leader	B. Arch	10 or more	1	1.2	2
2	Sr. Architect	B. Arch	5 or more	1	0.6	1
3	Liaison architect	B. Arch with 10 or more years of experience		1	0.6	1
	<b>Total</b>			<b>3</b>	<b>2.4</b>	<b>4</b>
<b>B. Structural/Civil Engineering</b>						
1	Team Leader	ME / M. Tech in Structural Engineering.	10 or more	1	0.6	1
2	Sr. Design Engineer	BE/ B Tech/ME in Civil/Structure Engineering	5 or more	1	0.6	1
	<b>Total</b>			<b>2</b>	<b>1.2</b>	<b>2</b>
<b>C. Electrical Engineering</b>						
1	Team Leader	BE / B. Tech in Electrical Engineering.	10 or more	<b>1</b>	0.6	1
2	Sr. Design Engineer	BE/ B. tech in Electrical Engineering	5 or more	<b>1</b>	0.6	1
	<b>Total</b>			<b>2</b>	<b>1.2</b>	<b>2</b>
<b>D. Mechanical/HVAC/Plumbing Engineering</b>						
1	Team Leader	BE / B. Tech in Mech. Engineering	10 or more	<b>1</b>	0.6	1
2	Sr Design Engineer	BE/ B. tech in Mech. Engineering	5 or more	<b>1</b>	0.3	0.5
3	Fire Officer	B.E. Fire Engineer or Graduate Mechanical or Electrical	5 or more	<b>1</b>	0.3	0.5
	<b>Total</b>			<b>3</b>	<b>1.2</b>	<b>2</b>
	<b>Gross Total</b>			<b>10</b>	<b>6</b>	<b>10</b>

**Note – 1.** The CV's of the above staff duly signed with proof of their education shall be submitted (scanned images shall be submitted on e-portal)

## ATTRIBUTE–B –EXPERIENCE 30 Points (Must have minimum eligibility)

<b>B</b>	<p>Satisfactorily completed projects in similar consultancy assignments as mentioned below for which consultancy is to be carried out during last SEVEN years Form 3 E</p>	<b>30 Points</b>
	<p>(i) One comprehensive project costing not less than Rs. 72.00 Lakhs or built up area 4000 sqm. (approx.) <b><u>OR</u></b></p> <p>(ii) Two comprehensive projects each costing not less than Rs. 54.00 Lakhs or each of built up area 3000 sqm (approx.) <b><u>OR</u></b></p> <p>(iii) Three comprehensive projects each costing not less than Rs. 36.00 Lakhs or each of built up area 2000 sqm (approx.)</p>	
	<p>1) During the last seven years ending previous day of last date of submission of tenders. (Cost of assignment shall be brought to the current costing level by enhancing the actual value of work @ 7% for each completed year, calculated from the date of completion to the last date of submission of tender and fraction will be ignored).</p> <p>2) Similar Consultancy Assignment shall mean <b>Architectural/Engineering Agencies / Consultancy Firms/Consortium shall have experience in preparation of comprehensive planning &amp; designing of Architectural, Civil Engineering, Public Health, Electrical, HVAC, Firefighting &amp; Other services for the works.</b></p> <p>3) Cost indicated above is the cost of the Completed construction and not the consultancy fees.</p>	

	<p><b>Note:</b></p> <p>I) (i) 60% marks for minimum eligibility. ii) 100% for twice the minimum eligibility criteria or more iii) in between (i) and (ii) on pro rata basis for Attribute B.</p>	
--	--	--

**ATTRIBUTE-C – PERFORMANCE (20 POINTS) (Must have minimum eligibility)**

Performance of Works Form "3F" : Performance of work is evaluated w.r.t. :-		
<b>Attribute-1- Quality of work : Total points = 5</b>		
1	Very Good	5 Points
2	Good	4 Points
3	Fair	2 Points
4	Average	1 Point
<b>Attribute-2- Technical Proficiency.: Total points = 5</b>		
1	Very Good	5 Points
2	Good	4 Points
3	Fair	2 Points
4	Average	1 Point
<b>Attribute-3- Resourcefulness : Total points = 5</b>		
1	Very Good	5 Points
2	Good	4 Points
3	Fair	2 Points
4	Average	1 Point
<b>Attribute-4- General Behavior : Total points = 5</b>		
1	Very Good	5 Points
2	Good	4 Points
3	Fair	2 Points
4	Average	1 Point
<b>TOTAL: 20 Points</b>		

**Note – Performance Certificate issued by the Organization for whom the consultancy work was done is required in the above format. However, in the performance certificate grading is not given then it shall be considered as good provided there are no adverse remarks.**

## ATTRIBUTE D– FINANCIAL CAPABILITY 20 Points

1	Average annual turnover (gross) <b>Form "3G "</b> (Must have minimum eligibility )	5 Points
2	Solvency <b>Form "3G ""</b> (Must have minimum eligibility )	5 Points
3	Net profit Form "3 G "	5 Points
4	Not under litigation, court receivership or similar proceedings, etc. <b>Form 3H</b>	5 Points
	<b>TOTAL :</b>	<b>20 Points</b>

- Note- 1. (i) 60% marks for minimum eligibility.**  
**(ii) 100% for Twice the minimum eligibility criteria or more**  
**(iii) in between (i) and (ii) on pro rata basis for Attribute D Sr. No 1 & 2.**
- 2. Average of preceding three financial years.**
  - 3. Agency must fulfilling all cited criteria mentioned in Attribute D otherwise disqualified.**

- Note – 1.** The DCSEM, however, reserves the right to restrict the short listing of firms to any number deemed suitable by it.
- 2.** The applicant must secure min. 70% in aggregate and minimum 60 % in individual attribute i.e. attribute A, B, C and D.
  - 3. The agencies who secure minimum 70 points in Part –I would be called for presentation (part-II) on description mentioned in the Attribute-E.**

## **Part – II Presentation 100 Points**

### **ATTRIBUTE E : Presentation**

<b>A</b>	<b>General layout &amp; master plan</b>	<b>20 Points</b>
1	Site layout and land utilization, Urban Context, Landscaping & aesthetics and Parking <ul style="list-style-type: none"> <li>• Site Layout and land utilization</li> <li>• Landscaping &amp; aesthetics</li> <li>• Parking</li> </ul>	
<b>B</b>	<b>Design Concept Planning</b>	<b>50 Points</b>
1	Concept & Design of institute/ buildings and Utilization <ul style="list-style-type: none"> <li>• Concept &amp; Design</li> <li>• Green Building Concept &amp; Features</li> <li>• Eco friendly/ Environment /aesthetics</li> </ul>	25
2	Building efficiency, services in building, conservation of water and waste management <ul style="list-style-type: none"> <li>• Building efficiency, services in building</li> <li>• Conservation of water and Waste management system</li> <li>• Innovative Modern and / or Contemporary, State of the Art Architectural features.</li> <li>• New Technologies (other than conventional Technologies) and New / Materials &amp; Finishes (other than conventional Materials) proposed to be used in the Project. The proposed new technologies should demonstrate the time and / or cost effectiveness.</li> </ul>	25
<b>C</b>	<b>Project execution perspective</b>	<b>30 Points</b>
1	Approach paper on proposed methodology and work plan in response to the terms of reference <ul style="list-style-type: none"> <li>• Technical approach, objective formulations, functional analysis</li> <li>• Bidder's knowledge of building Bylaws and Statutory Requirements of respective local bodies / Municipalities, etc. for which the bidder should visit the site (S) before submission of Bid. and understanding of project requirement</li> <li>• Costing/ BOQ/ Execution planning and timeline for project etc.</li> <li>• Overall Presentation, Interpretation of Design Concept, Interaction on concept and response to queries of the committee members.</li> </ul>	
	<b>Total Points</b>	<b>100 Points</b>



**Note:**

- 1) The Financial bid of only those agencies who secure minimum 80% marks in Part- II (Presentation) shall be opened.
- 2) The BIDDERS are required to give presentation to DCSEM committee members of their proposed solution in details.
- 3) The bidders are requested to refer User mandate for preparation of Presentation.
- 4) During the presentation the complete compliance statement, elaborate layout diagrams, Elevation of building and drawings shall be available in softcopy format which can be displayed using a projector.
- 5) The technical team of the Bidder shall be present during the presentation to answer the queries regarding their quoted solution.

## SECTION-3

### STANDARD FORMATS FOR PREPARATION OF TECHNICAL PROPOSAL

1	3A-1	Letter of Transmittal*
2	3A-2	Technical proposal submission form *
3	3B	Organizational Structure *
4	3C-1	DETAILS OF AVAILABLE IN-HOUSE STAFF *
5	3C-2	Format of Curriculum Vitae of proposed professional staff *
6	3D	DETAILS OF AVAILABLE ASSOCIATE STAFF *
7	3E	Details of works of similar nature of Assignment completed during the last Seven Years *
8	3F	Performance report of works referred to in Form 3 E ***
9	3G	Financial Information *
10	3H	Particulars of litigation history *
11	3I	Particulars of assignment in hand *
12	3K	CERTIFICATE OF ETHICAL PRACTICE *
13	3L	CERTIFICATE *
14		Annexure I (To be printed on Bidder's letterhead)
15		Annexure II (To be printed on Bidder's letterhead)
16	4A	Submission Form *
17	4C	Financial Bid ** (to be submitted in Financial Bid only)
18		Bank solvency certificate ***
19		Copy of PAN Card ***
20		Copy of TIN / GST No. ***
21		Annual Turnover certificate, profit and loss shall be certified by CA ***
22		Compliance form 1 & 2 *
23		Annexure 1 TO V (To be printed on Bidder's letterhead)
<p>Note –</p> <p>* Form to be downloaded, duly filled, seal &amp; signed to be uploaded on e-portal</p> <p>** Form to be filled in the excel sheet provided on e-portal</p> <p>*** Scanned images of documentary evidence to be uploaded on e-portal.</p>		

**Form 3A-1**

**LETTER OF TRANSMITTAL**

From:

To  
Chief Engineer (CQD),  
DCSEM, 3<sup>rd</sup> floor, North wing, V.S.Bhavan,  
Mumbai-400094

**Subject:** Submission of tender documents for ‘Carrying out Comprehensive work i.e. Planning, detailed engineering etc. including necessary statutory approval etc. for Proposed community center, Shopping cum sports complex, at Mandala, Anushaktinagar, Mumbai-400094.’

**Sir,**

Having examined the details given in the Tender documents for the above work, I/We hereby submit the tender document and other relevant information.

- I. I/We here by certify that all the statements made and information supplied in the enclosed all forms (as upload on the portal) and accompanying statement are true and correct.
- II. I/We have furnished all information and details necessary or technical bid and have no further pertinent information to supply.
- III. I/We submit the requisite certified turnover/Net worth certificate and authorize the Director, DCSEM to approach the CA issuing the turnover/Net worth certificate to confirm the correctness thereof individual, employers, firms and corporation to verify our competence and general reputation.
- IV. I/We Submit the following certificates in support four suitability, technical knowhow capability for having successfully completed the following works:

S. N.	Name of work	Certified by / from

Enclosures.

Seal of Applicant  
Date of Submission  
Signature(s) of  
Applicant(s)

**\* Form to be downloaded, duly filled, seal & signed to be uploaded on e-portal**

## Form 3A-2

### TECHNICAL PROPOSAL SUBMISSION FORM

[Location, date]

FROM: (Name of Firm)

TO: (Name & Address of Client)

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

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

Sir:

Subject: Consultancy Service for \_\_\_\_\_

We, the undersigned, offer to provide the consulting services for the above in accordance with your NIT (Reference & date) and our Proposal. We are hereby submitting our Proposal which includes this Technical Proposal, and a Financial Proposal on e-tender portal.

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

We remain,

Yours faithfully,

Signature\_\_\_\_\_

(Authorized

Representative) Full Name\_

Designation\_\_\_\_\_

Address\_\_\_\_\_

**\* Form to be downloaded, duly filled, seal & signed to be uploaded on e-portal**

**Form 3B**

**ORGANISATIONAL STRUCTURE**

Sr. No	Description			Points Attributed
1	Name & Address of the applicant:			
2	Telephone No./Telex No./Fax No/Email/Website			
2.1	Name & Address of Architect with his / her valid registration no. of council of Architecture and its date of expiry.			
3	Legal status of the applicant (attach copies of original document defining the legal status) <ul style="list-style-type: none"> <li>i. An individual</li> <li>ii. A proprietary firm</li> <li>iii. A firm in partnership</li> <li>iv. A limited company or Corporation</li> </ul>			2 3 4 5
4	Particulars of registration with various Government bodies (attach attested photocopy)	Organisation /Place of registration.	Registration No.	
5				
6				
7				

8	Has the applicant or any constituent partner in case of partnership firm, ever abandoned the awarded work before its completion? If so, give name of the project and reasons for abandonment.		
9	Has the applicant, or any constituent partner in case of partnership firm, ever been debarred / black listed for tendering in any organisation at any time? If so, give details.		
10	Has the applicant or any agency partner in case of partnership firm, ever been convicted by a court of law? If so, give details		
11	In which fields of Consultancy assignment the applicant has specialization and interest?		
12	Any other information considered necessary but not included above.		
13	Has your firm during last five years (If answer is Yes, then details may be attached/scan copy to be uploaded)		
	a) Default on a contract? b) Been declared bankrupt? c) Assigned a contract for the benefit of creditors? d) Been a party to litigation involving the non-payment on account of wages, materials, equipment or supplies? e) Black listed.?		

**\* Form to be downloaded, duly filled, seal & signed to be uploaded on e-portal**

**Form 3C-1**

**DETAILS OF AVAILABLE IN-HOUSE STAFF**

<b>Sr No</b>	<b>IN HOUSE SERVICE</b>	<b>AVAILABILITY OF SERVICE</b>	<b>Points attributed Total 10 Points</b>
1	Architectural	YES / NO	2 Point
2	Structural Engg	YES / NO	2 Point
3	Draughtsman	YES / NO	1 Point
4	Electrical	YES / NO	1 Point
5	Mechanical/ HVAC	YES / NO	1 Point
6	Statutory Clearance	YES / NO	1 Point
7	Landscape Architect	YES / NO	0.50 Point
8	Safety Engineer	YES / NO	0.25 Point
9	Fire Fighting	YES / NO	0.25 Point
10	LAN & Networking	YES / NO	0.25 Point
11	IBMS (Integrated Building Management System)	YES / NO	0.25 Point
12	INTERIORS	YES / NO	0.50 Point

**Note- If the bidder has in-house staff for above then they shall get full marks otherwise Zero points will be given**

**\* Form to be downloaded, duly filled, seal & signed to be uploaded on e-portal**

## Form 3C-2

### Format of Curriculum Vitae (CV) for proposed staff

Proposed Position: \_\_\_\_\_  
Name of firm: \_\_\_\_\_  
Name of staff: \_\_\_\_\_  
Profession: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_  
Years with Firm: \_\_\_\_\_ Nationality: \_\_\_\_\_  
Membership of professional societies: \_\_\_\_\_  
Detailed task assigned: \_\_\_\_\_

#### **Key Qualifications:**

(Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use up to half a page).

---

#### **Education:**

(Summarize college/university and other specialized education of staff member, giving names of the institutes, dates attended and degrees obtained. Use up to a quarter pages).

---

#### **Employment Record:**

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

---

#### **Present assignment:**

Expected date of completion of present assignment, if applicable.

#### **Languages:**

(Indicate proficiency in speaking, reading and writing of each language by “excellent” “good”, “fair” or “poor”)

#### **Certification:**

I, undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications and my experience.-

----- Date ----- (Day/Month/Year)

(Signature of the staff member & authorized representative of the firm)

**\* Form to be downloaded, duly filled, seal & signed to be uploaded on e-portal**



**Form 3D**

**DETAILS OF PROPOSED ASSOCIATE SERVICE**

<b>Sr No</b>	<b>Proposed associate for</b>	<b>Name &amp; address of associate proposed</b>	<b>Years of experience</b>	<b>Years of association with the prime agency</b>	<b>Point attributed Total 5 Points.</b>	<b>Availability of services by associates Or In-house.</b>
<b>1</b>	<b>Statutory clearance/Environment Engg</b>				<b>1.0 Point</b>	Yes/No
<b>2</b>	<b>Fire Fighting Engineer</b>				<b>0.50 Point</b>	Yes/No
<b>3</b>	<b>Electrical Engineer</b>				<b>0.50 Point</b>	Yes/No
<b>4</b>	<b>Mechanical/HVAC</b>				<b>0.50 Point</b>	Yes/No
<b>5</b>	<b>Interior Designer</b>				<b>0.25 Point</b>	Yes/No
<b>6</b>	<b>Landscape Architect</b>				<b>1.00 Point</b>	Yes/No
<b>7</b>	<b>Public Health Engineer</b>				<b>0.50 Point</b>	Yes/No
<b>8</b>	<b>Acoustic sound system</b>				<b>0.25 Point</b>	Yes/No
<b>9</b>	<b>LAN &amp; Networking</b>				<b>0.25 Point</b>	Yes/No
<b>10</b>	<b>IBMS</b>				<b>0.25 Point</b>	Yes/No

Note: 1. If the bidder has in-house staff for above then they shall get full marks otherwise 60% points will be given.

2. Manpower related to Architectural services & Structural engineering services cannot be outsourced & should be available in-house only. Agency stands disqualified if these positions are not available in-house.

**\* Form to be downloaded, duly filled, seal & signed to be uploaded on e-portal**

**Form 3E**

**DETAILS OF WORKS OF SIMILAR NATURE OF ASSIGNMENT  
COMPLETED DURING THE LAST SEVEN YEARS.**

**Note: Bidders shall provide details of only those works which fulfils qualifying criteria under Attribute B1**

<b>❖ SIMILAR NATURE OF ASSIGNMENT COMPLETED</b>				
<b>Sr. No</b>	<b>Description</b>	<b>1</b>	<b>2</b>	<b>3</b>
1	Name of work /project and location			
2	Name & Address of Employer/ organization			
3	Name of the Agency			
4	Cost of construction in Rs. Cr			
5	Consultancy fees in Rs Cr			
6	Built up area Sq.m			
7	No of floors			
8	Date of commencement as per contract			
9	Stipulated date of completion			
10	Actual date of completion			
11	Name and address/ telephone number of officer to whom reference may be made.			
12	Remarks / Scope of consultancy contract.			

**❖ Agency can provide list of work done other than above in last 7 years on separate pages as an additional information.**

Note - Indicate gross amount claimed and amount awarded by the Arbitrator.

**\* Form to be downloaded, duly filled, seal & signed to be uploaded on e-portal**

**Form 3F**

**PERFORMANCE REPORT OF WORKS REFERRED TO IN FORM "3 E"**

<b>Sr. No</b>	<b>DETAIL</b>	<b>INFORMATION</b>
1	Name of work / Project & Location.	
2	Name of the Agency	
3	Work order No	
4	Cost of construction in Rs. Cr	
6	Built Up Area Sq.m	
7	No of floors	
8	Scope of services provided.	
9	Date of start	
10	Date of Completion (i)Stipulated date of completion (ii)Actual date of completion	
	Amount of compensation levied for delayed completion, if any.	
	Overall performance of the agency	
	(a) Quality of work	Very Good / Good / Fair/ Average
	(b) Technical Proficiency	Very Good / Good / Fair/ Average
	(c) Resource fullness	Very Good / Good / Fair/ Average
	(d) General behavior	Very Good / Good / Fair/ Average

Dated:

Signature & Stamp of Issuing Authority

**Note – 1. Performance Certificate issued by the Organization for whom the consultancy works was done is required in the above format. However in the performance certificate grading is not given then it shall be considered as “Good” provided there are no adverse remarks.**

**2. The applicant's performance for each work completed in the last Seven years and in hand should be certified by an officer not below the rank of Executive Engineer/Project Manager or equivalent.**

**\*\*\* Scanned images of documentary evidence to be uploaded on e-portal.**

**Form 3G**

**FINANCIAL INFORMATION**

- I. Financial Analysis** - Details to be furnished duly supported by figures in balance sheet/profit and loss account for the last five years duly certified by the Registered Chartered Accountant, as submitted by the applicant to the Income Tax Department (Submission of I T Retunes is Must).

Particulars	Financial Years				
	2017-18	2018-19	2019-20	2020-21	2021-22
	<b>i) Gross Annual turnover on consultancy work (In Lakhs)</b>				
<b>ii) Net profit (In Lakhs)</b>					
<b>iii) Certified by</b>					

- II.** Financial arrangements for carrying out the proposed work.

- III.** Copy of the PAN card

- IV.** Copy of GST :

- V.** The following certificates are enclosed:

- (a) **Income Tax Return and Profit & Loss account ( Last five years ending 31 Mar 2022 )**  
(b) **Solvency Certificate from bankers (Scheduled or Nationalized) of Applicant.**

**Note:** The scanned image of certificate issued by chartered accountant for gross annual turnover & profit/ loss and Documentary evidence with respect to PAN card, GST, etc. shall be uploaded on e-portal.

**\*Form to be downloaded, duly filled, seal & signed to be uploaded on e-portal  
And**

**\*\*\* Scanned images of documentary evidence to be uploaded on e-portal**

**Form 3H**

**PARTICULARS OF LITIGATION HISTORY**

Name of the Agency \_\_\_\_\_

Agency, including Associate should provide information on any history of litigation or arbitration resulting from contracts executed in the last seven years or currently under execution, as required in this tender document.

<b>Year</b>	<b>Name of Client</b>	<b>Cause of litigation</b>	<b>Matter under dispute</b>	<b>Award for or Against The Applicant</b>	<b>Disputed Amount.</b>

**\*Form to be downloaded, duly filled, seal & signed to be uploaded on e-portal**

**Form 3 I**

**DETAILS OF TECHNICAL & ADMINISTRATIVE PERSONNEL TO BE DEPLOYED FOR THE WORK**

Sr. No.	Designation	Total Number	Number available for this work	Name	Qualifications.	Professional experience and details of work carried out	How these would be involved in this work	Remarks
1	2	3	4	5	6	7	8	9

Signature of Bidder(s)

(To be printed on Bidder's letterhead)

**\* Form to be downloaded, duly filled, seal & signed to be uploaded on e-portal**

## FORM 3K

### CERTIFICATE OF ETHICAL PRACTICE

- 1 I/We assure the Centre that neither I/We nor any of my/our staff shall do any act/s, which are improper /illegal during the currency of the contract awarded to us.
  
- 2 Neither I/WE nor anybody on my/our behalf shall indulge in any corrupt activities/practices in my / our dealing with the Centre. I/WE shall have no conflict of Interest in any of our jobs/contracts at the Centre.
  
- 3 I/We have no conflict of interest in any of our jobs/contracts at the Centre

SIGNATURE

**\* Form to be downloaded, duly filled, seal & signed to be uploaded on e-portal**

**Form 3L**  
**CERTIFICATE**

I \_\_\_\_\_, working as \_\_\_\_\_ in this organization and authorized to issue this certificate and certify that:

1. We have gone through the contents of advertisement and related documents for this and fulfill all the eligibility criteria.
2. All relevant documents are uploaded on e-tender portal.
3. The details and contents are authenticated and based on actual work carried out by our agency, as prerecord.
4. We have understood that in case it is found that our agency is not fulfilling any of the laid down criteria, or relevant details/supporting documents are not found to be uploaded, we shall not be given any opportunity for any clarifications and shall be evaluated based on available documents.

Signature of Authorized Signatory.

Name: ..... Dated: .....

Designation: .....

[Please Affix Rubber Stamp]

Note: Scanned image of the above certificate shall be uploaded by the bidders in the E- tender portal.

**\* Form to be downloaded, duly filled, seal & signed to be uploaded on e-portal**



## **Annexure I**

### **Undertaking**

This is to certify that I have gone through all the pages of the document. The applicant company undertakes to abide by all the terms & conditions mentioned in the tender document. It is further certified that the information furnished in the tender documents is true and correct.

In the Event of any of above information found to be false, we understand that our tender proposal can be rejected and not considered including the forfeiture of the full said earnest money deposit absolutely / action as per Bid Security Declaration / forfeiture of Performance Guarantee etc.

Date:

Place:

**Seal**

Signatures:

Name:

Designation:

Note: Authorized person shall attach a copy of Authorization for signing on behalf of bidding company.

Full Name and Designation

(To be printed on Bidder's letterhead)

## **Annexure II**

### **Non- Black listing Self Certificate**

This is to certify that M/s. \_\_\_\_\_ has not been blacklisted by any Central / State Government Department / organization in last 5 years. We understand that we are liable for disqualification in case firm is blacklisted/ debarred or suppression pertaining to the same.

Authorized Signatory

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Note: Authorized person shall attach a copy of Authorization for signing on behalf of bidding company.

Full Name and Designation

(To be printed on Bidder's letterhead)

## **Annexure III**

### **Undertaking**

I/We undertake and confirm that eligible similar work(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/we shall be debarred for bidding in DCSEM in future/ forever. Also, if such a violation comes to the notice of Department before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee.

Date:

Place:

**Seal**

Signatures:

Name:

Designation:

Note: Authorized person shall attach a copy of Authorization for signing on behalf of bidding company.

Full Name and Designation

(To be printed on Bidder's letterhead)

## **Annexure IV**

### **Undertaking**

I / We have read and examined the E-Tender Notice for Inviting Pre-Qualification (PQ) of Contracting Agencies, Section I, II, III, IV, V & other documents and rules referred to and all other contents in the tender documents for the work and Accordingly I / We, hereby submit credentials and other documents as are provided for, by, and in respects in accordance with, such conditions so far as applicable.

I/we understand the scope of works and will execute the works as per the Terms and Conditions of the contract.

Date:

Place:

**Seal**

Signatures:

Name:

Designation:

Note: Authorized person shall attach a copy of Authorization for signing on behalf of bidding company.

Full Name and Designation

(To be printed on Bidder's letterhead)

## **Annexure V**

### **Undertaking**

I/We have downloaded and gone through the pre-bid clarifications issued by the Department after close of sale of tenders and submitting tender accordingly.

Date:

Place:

**Seal**

Signatures:

Name:

Designation:

Note: Authorized person shall attach a copy of Authorization for signing on behalf of bidding company.

Full Name and Designation

(To be printed on Bidder's letterhead)

### Compliance form 1

Name of the vendor:-		Kindly choose YES or NO	
Sr.no	Particulars	We have read all item specification	we have quoted against each item
1	<p>Carrying out Comprehensive work i.e. Planning, detailed engineering etc. including necessary statutory approval etc. for Proposed community center, Shopping cum sports complex at Mandala, Anushaktinagar, Mumbai-400094.</p> <p><b>Time Limit</b> shall be 24 Months OR till completion of construction activities whichever is later as required by DCSEM. if required time extension shall be considered without any cost escalation.</p> <p>Complete Scope of work as mentioned in the Tender and as directed by Engineer-In-Charge.</p>		

**\* Form to be downloaded, duly filled, seal & signed to be uploaded on e-portal**

## Compliance form 2

	Name of the Vendor	Kindly choose YES or NO
Sr. No	Description	Compliance from agency
1	We have read technical specifications/tender carefully and understood the same in right perspective.	
2	We have quoted for all the items in Financial Bid in the prescribed format of the tender documents.	
3	We have read the financial bid thoroughly before filling it and understood the same in right perspective	
4	We understood that partial/incomplete/vague offers are liable for rejection.	
5	We have understood the eligibility criteria as well as criteria for identifying lowest bidder.	
6	There are deviations from our (agency) side.	
7	Deviations have been mentioned on separate page and attached with technical bid in detail. Deviation is supported with necessary documents, catalogues etc.	
8	We have noted that accepting or rejecting the deviation and consequently rights to qualify and disqualify the agency remains with competent authority of DCSEM.	
9	We understood that bill will be settled as per the actual work done and excess quantity if any will be taken back by us.	
10	We have understood and accepted that accepting the tender & issuing order in full or in part will be decided by the DCSEM competent authority as per policy of the centre.	

**\* Form to be downloaded, duly filled, seal & signed to be uploaded on e-portal**

## **SECTION 4**

### **STANDARD FORMATS FOR PREPRATION OF FINACIAL PROPOSAL**

**4A: Submission form**

**4B: Stages / Mile Stone for Payment of Consultancy Charges.**

**4C: Schedule of proposals (Its mandatory that bidder needs to submit this form in the excel sheet provided in financial bid only ).**

**4D : Details of Amount Reimbursable**



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Carrying out Comprehensive work i.e. Planning, detailed engineering etc. including necessary statutory approval etc. for Proposed community center, Shopping cum sports complex, at Mandala, Anushaktinagar, Mumbai-400094.

**4.A FINANCIAL PROPOSAL SUBMISSION FORM**

RefNo.....

Date.....

**To**

**Chief Engineer (CQD)**

Department of Atomic Energy

Directorate of Construction, Services & Estate Management

3rd Floor, North Wing

V.S. Bhavan, Anushaktinagar Mumbai-400 094

**Subject:** Carrying out Comprehensive work i.e. Planning, detailed engineering etc. including necessary statutory approval etc. for Proposed community center, Shopping cum sports complex, at Mandala, Anushaktinagar, Mumbai-400094.

Dear Sir,

We, the undersigned, offer to provide the consulting services for the above in accordance with your letter inviting Offer and our proposals (Technical Bid & Financial Bid). Schedule of Proposal is attached. This amount is inclusive of taxes & levies.

We undertake that, in completing for and if the award is made to us, in executing the above contract, we shall strictly observe the laws 'Prevention of Corruption Act 1988' against fraud and corruption.

We understand, you are not bound to accept any proposal you receive.

Thanking you,

Yours faithfully,

Signature with Name &  
Designation of the Bidder  
(Authorized Seal)

Date :-

**\* Form to be downloaded, duly filled, seal & signed to be uploaded on e-portal**

**Table 4B**

**STAGES / MILESTONES FOR PAYMENT OF CONSULTANCY CHARGES**

**(Based on the Scope of Services provided in the contract)**

Stage of payment	Total cumulative fee payable in after completion of each stage	Architectural Consultancy Services
		Stages / Milestones
Stage-I	5.00 %	Prepare and submit the Design Requirements sheet as per data provided / interaction with DCSEM for approval by DCSEM
Stage-II	10.00 %	Submit Preliminary Alternate Design schemes (minimum 03 nos.) for selection of the schemes by DCSEM
Stage – III	15.00%	Submit Final Design Concept drawings and 3D Renderings based on the selected option by DCSEM incorporating the comments provided by DCSEM in the stage II milestone.
Stage-IV	25.00%	Prepare and submit all level floor plans drawings for (Architecture, MEP, Structure, Interior and Landscape) along with list of materials, make of Fixtures, recommended vendors, etc. (3 options for selection) for approval from DCSEM.
Stage-V	40.00 %	Prepare detailed design drawings including Structure, MEP, Interior, Landscape drawings etc. for approval from DCSEM.
Stage-VI	55.00 %	On Obtaining all statutory clearances and commencement certificate.
Stage-VII	65.00%	On submission of complete tender documents for Appointing of contractor.
Stage-VIII	70.00%	Issue of construction drawings (GFC drawings) etc.
Stage-IX	85.00%	On completion of work obtaining all necessary as built drawings from contractor [to be paid in 3 phases @ 5% on 30%, 60% and 100% progress].
Stage X	90.00%	On obtaining occupation certificate from statutory bodies.
Stage XI	95.00%	On obtaining building completion certificate.
Stage XII	100.00%	Issue of “As Built Drawings” of Buildings and Services on reproducible papers for records of the client & assisting the client in any of the activities which are related with planning, design, approval and occupancy of the buildings and services etc.

**Note:**

1. Payment shall be released upon completion of the 'activity/sub-activity'. An activity/sub activity shall be considered 'complete' when the same is checked, reviewed, and accepted and approved by the DCSEM.
2. Agency may list out the deliverables and numbers thereof, in case progressive payment is desired under any activity/sub-activity, so as to quantify the progress vis-a-vis the milestone.
3. All stage-wise payments shall be treated as advance payment except Stage XII payments which shall be adjusted against all the previous payments.

## **Form 4C**

### **SCHEDULE OF PROPOSALS**

**ITS MANDATORY THAT BIDDER NEEDS TO SUBMIT THIS FORM IN THE EXCEL SHEET PROVIDED IN FINANCIAL BID ONLY**

Description of Work	Architectural Consultancy Fee	
	In Figures	In Words
Providing Comprehensive works including Architectural planning, detailed Engineering of all services etc. as per scope of works along with getting all the statutory approvals for Proposed community center, Shopping cum sports complex at Mandala, Anushaktinagar, Mumbai-400094.  (Fee is _____ % of Built-up Cost i.e. Rs.36.00 Crore)		
<b>Total Fee (Rs.)</b>		
<b>GST 18%</b>		
<b>GRAND TOTAL (Rs.)</b>		

Note:

- 1) For evaluation of Financial Bid, the value of the **Built-up cost of whole project shall be considered as Rs.36.00 Crores.**
- 2) Agency will be entitled to get GST on the Consultancy fee at the rates as stipulated by Govt. of India from time to time. Presently, the GST is payable at 18 % on fee.
- 3) The rate shall be valid for a variation of plinth area upto 5%. For any variation of plinth area beyond this limit shall be paid on pro-rata basis, if actual cost of work on execution increase the built up cost.
- 4) Payment of fee for stage I to VI to be paid based on built-up cost and stage VII to XII to be paid based on built-up cost/ work order amount for construction/ actual amount of construction whichever is lower.

Thanking you,

Yours faithfully

Date:

Signature with Name &  
Designation of the Bidder  
(Authorized Seal)

**\*\* Form to be filled in the excel sheet provided on e-portal and to be submitted ONLINE Only.**

**4D DETAILS OF AMOUNT REIMBURSABLE**  
**(Indicate details if applicable)**

**Following cost to be reimbursed on documentary proof:**

1. Statuary charges levied by any Govt. agency/statutory authority for the purposes of getting statutory approval for the works (To be paid by the Department, if necessary).
2. Cost of Geo-technical-investigation for the work, if required.

## **SECTION 5**

### **STANDARD FORM OF CONTRACT**

**5A. Draft Agreement to Contract**

**5B. General Conditions of Contract**

**5C. Special Conditions of Contract**

**5D. Form of Guarantee for performance Security**

**5E. Proforma for Earnest Money Deposit/ Performance Guaranty / Security Deposit**

## Form 5A

### DRAFT AGREEMENT TO CONTRACT

This AGREEMENT is made and entered on this \_\_\_\_\_.

### B E T W E E N

**Directorate of Construction Services and Estate Mangement** having Office at **Vikram Sarabhai Bhavan, Anushaktinagar, Mumbai-400094** (herein after referred to as 'DCSEM' which expression shall include its successors and Assigns where the context so admits) of the one part.

### AND

M/s. \_\_\_\_\_ having Registered office at \_\_\_\_\_ represented through (hereinafter referred to as agency which expression shall include their heirs, executors, administrators and assigns where the context so admits) of the other part.

DCSEM is desirous that certain works should be executed, viz, **“Carrying out Comprehensive work i.e. Planning, detailed engineering etc. including necessary statutory approval etc. for Proposed community center, Shopping cum sports complex, at Mandala, Anushaktinagar, Mumbai-400094.”** and has accepted tender by the Agency for the execution of such work.

WHEREAS the Agency, after acquiring and fully understanding himself with the nature and extent of work, executing the said work for a total consideration of Rs \_\_\_\_\_ inclusive of GST and all other charges etc. and will be firm throughout the contact period without any escalation clause.

NOW THIS AGREEMENT WITNESSETH as follows:-

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form, bind and be read and construed as part of this Agreement, viz :-
  - (a) Notice Inviting Tender
  - (b) The Special Conditions of Contract (hereinafter called "SCC");
  - (c) The General Conditions of Contract (hereinafter called "GCC");
  - (d) Financial Bid
  - (e) The Letter of Intent and Work Order
  - (f) Any such correspondence leading to award of the work
3. DCSEM hereby covenants to pay the Agency in consideration of the completion of the Works at the Contract Price at the time and in the manner prescribed by the Contract.
4. The agency shall perform all the work required by the Contract document for **“Carrying out Comprehensive work i.e. Planning, detailed engineering etc. including necessary statutory approval etc. for Proposed community center, Shopping cum sport complex, at Mandala, Anushaktinagar, Mumbai-400094.”** And do & fulfill everything by this agreement.

5. "In the event of any dispute arising out of this contract, whether during the subsistence of the contract or thereafter the matter shall be referred to the Chief Engineer, DCSEM or any other officer nominated by the Director, DCSEM for arbitration whose decision shall be final and binding on the parties and the place of arbitration will be at Mumbai".

6. All communications in writing between the parties shall be deemed to have been received by the addressee if delivered to the individuals / Members / Officers, if sent by post or by facsimile address as follows:

The **Directorate of Construction Services and Estate Mangement** having Office at **Vikram Sarabhai Bhavan, Anushaktinagar, Mumbai-400094.** The contractor **M/s.** \_\_\_\_\_ having registered office at \_\_\_\_\_ the particulars referred to the various clauses/references are as given below

7. The mutual rights and obligations of the Client and the Architect shall be as set forth in the Contract: in particular:

a) The Agency shall carry out the services in accordance with the provisions of the contract

And,

b) The DCSEM, make payment to the Agency in accordance with provision of the contract.

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

FOR AND ON BEHALF OF **DCSEM**

AUTHORISED REPRESENTATIVE

The Common Seal of \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ was hereunto affixed in the presence of:

Witness 1. \_\_\_\_\_

2. \_\_\_\_\_

FOR AND ON BEHALF OF **M/s.** \_\_\_\_\_

Authorized Signature

The Common Seal of \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ was hereunto affixed in the presence of:

Witness 1. \_\_\_\_\_

1. \_\_\_\_\_



## **Form 5B**

### **GENERAL CONDITIONS OF CONTRACT (GCC)**

#### **1. GENERAL PROVISION**

##### **1.1 Definitions**

Unless the context „otherwise: requires, the following terms whenever used in this Contract have the following-meanings:

- (a) "Client" means DCSEM
- (b) "Government" means the Government of India.
- (c) "Contract"- means. The Contract signed by the Parties, to which these Conditions of Contract are attached together with all the documents listed in Appendices of such signed Contract.
- (d) "Applicable Law" means the laws and any other instruments having the force of law in the country, as they may be issued and in force from time to time.
- (e) "Engineer-in-charge" means an engineer so appointed by the DCSEM responsible to direct, supervise and be in charge of the Services to be performed by the Consultancy Firms under the Contract.
- (f) "GCC" means these General Conditions of Contract.
- (g) "SCC" means Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented. SCC supersedes to GCC.
- (h) "Party" means the DCSEM or the Agency (s), as the case may be, and Parties means both of them.
- (i) "Services" means the work to be performed by the Agency pursuant to this Contract, as described in the scope of services.
- (j) "Contract Price" means the charges to be paid for the performance of Services under this Contract.
- (k) "Currency" means Indian Rupees.

- (l) "Personnel" means persons hired by the Agency/Agencies or by any Sub-agency(s) as employees and assigned to the performance of the Services or any part thereof. "Local Personal" means such persons who at the time of being so hired had their domicile inside the DCSEM's country.
- (m) "Agency / Architect ", means the Consulting Architects.
- (n) "Associate" means any other Agency Appointing by the Main Agency for specialized part of work like HVAC, MEP, Liaison etc.
- (o) "Third Party" means any person or entity other than the DCSEM, the Agency or an Associate.
- (p) "Site" means the designated plot for construction belonging to the DCSEM on which the Services shall need to be performed.

## **1.2 Relation between the Parties**

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

## **1.3 Law Governing the Contract**

This Contract, its meaning and interpretation and the relation between the Parties be governed by the Applicable Law in India

## **1.4 Language**

This Contract has been executed in the language specified in the SCC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

## **1.5 Location of Work:**

The Services will be performed at **Mandala, Anushaktinagar, Mumbai-400094**. All coordination, meetings, correspondence & will be conducted from DCSEM, Mumbai.

## **1.6 Notices**

- (a) Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing and shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, e mails to such Party at the address specified in the SCC.
- (b) Notice shall deem to be effective as specified in the SCC.
- (c) Opening of technical bid shall take place on date and time stated in the NIT. However, if the day is declared a holiday or if it does not take place on the same day due to unforeseen reason, the bids shall be opened on the next working day.

**1.7 Authority of Member in Charge**

In case of Agencies consist of an Associate of more than one entity, the Members hereby authorize the entity specified in the SCC to act on their behalf in exercising all the agencies' right and obligations towards the Client under this Contract, including without limitation the receiving of instructions from the Client.

**1.8 Authorized Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Agency may be taken or executed by the officials specified.

**1.9 Taxes and Duties**

Unless otherwise specified in the SCC, the Agency, Sub-agencies and their Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

**2. COMMENCEMENT COMPLETION MODIFICATION & TERMINATION OF CONTRACT**

**21. Effectiveness of Contract**

This Contract shall come into effect on the date of issuance of LOI or such other date-as may be stated in the SCC.

**22. Termination of the Contract for Failure to become Effective**

**If this contract has not become effective within 180 days (6 months) after the date of the Contract signed by the Parties, either Party may, but not less than 4 (four) weeks written notice to other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.**

**23. Commencement of Services**

The Agency shall begin carrying out the Services at the end of such time period after the Effective Date as may be specified in the tender SCC.

**24. Expiration of Contract**

Unless terminated earlier pursuant to Clause 2.2 GCC hereof, this Contract shall expire when the Services have been completed in all respect at the end of such time period after the effective date as specified in SCC.

**25. Entire Agreement**

This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

## **26 Modification**

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or Contract Price, may only be made by written agreement between the Parties.

## **27. Force Majeure**

**27.1.** Force Majeure' means and includes any cause which is beyond the control of either of the parties in the agreement which they could not foresee or with a reasonable amount of diligence could not have been foreseen and which substantially affects the performance of the Contract such as:

2.7.1.1. Natural phenomena such as floods, droughts, earthquakes, epidemics etc.

2.7.1.2. Acts of war - declared or undeclared, priorities and embargoes, quarantine etc.

2.7.1.3. Other phenomena such as riots, civil commotion, state wise/ nation wise (but not local) band etc.

**27.2** Parties shall not be liable for the delays in performing their part of obligation.

(s) Resulting from any 'Force Majeure' causes as referred to above. The time for completion of the contract shall, however, be extended by a reasonable time to cover the period of delay completely attributable to the Force on Majeure events

**2.7.3** During outbreak of any Pandemic, medical and natural exigencies, it is contractor's responsibility to take care of material, manpower working and staying in site along with their family including women and kid if any, additional expenditure incurred to abide by the guidelines drawn by Local or Central authorities shall be strictly followed at no extra cost to DCSEM. Also guidelines set by DCSEM/DCSEM related to quarantine, face mask, social distancing etc., to be strictly followed at no extra cost to DCSEM.

## **28 Termination**

### **2.8.1 By the DCSEM**

The DCSEM may terminate the Contract, by not less than thirty (30) days' written notice of termination to the Agency, To be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause GCC 2.8.1 and sixty (60) days in the case of event referred to in (e) below, in such events there shall be no claim by agency against DCSEM for business loss or whatsoever. The DCSEMs' liability will be restricted to payment for services rendered by the agency till the date of termination.

- a) if the Agency fail to remedy a failure in the performance of their obligations under the Contract within thirty (30) days of receipt after being notified or within such further period as the Client may have subsequently approved in writing;
- b) if the Agency become insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take- advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- c) If the Agency submit to the DCSEM a statement which has a material effect on the rights, obligation or interests of the DCSEM and which the Agencies know to be false;
- d) If, as the result of Force Majeure, the Agency is unable to perform a material portion of the Services for a period of not less than sixty (60) days and the force majeure condition continues to exist and it cannot reasonably be foreseen as to when normalcy would be restored.
- e) If the DCSEM, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

### **2.8.2 By the Agency**

The Agency may, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Clause GCC 2.8.2, terminate this Contract:

- a) If the DCSEM fails to pay any money due to the Agency pursuant to this Contract and not subject to dispute pursuant to Clause 6 hereof within forty-five (45) days after receiving written notice from the Agency that such payment is overdue.
- b) If, as a result of Force Majeure, the Agency are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

### **2.8.3 Payment upon Termination**

Upon termination of this Contract pursuant to Clauses GCC 2.8.1 or 2.8.2 hereof, the Client shall make the following payments to the Agency (after offsetting against these payments any amount that may be due from the agency to the client)

- a) Remuneration pursuant to Clause GCC 6.1 hereof for Services satisfactorily performed prior to the effective date of termination; and

**2.8.4** The Client shall not be liable to pay any bonus, damage or other claims of the Agency for the loss of expected profit or interest.

**2.8.5** In the event, the contract is terminated due to reasons of unsatisfactory performance, negligence or inordinate delays in achieving the targets, the DCSEM shall be free to encash the Performance Bank Guarantee or forfeit the Security Deposit fully or partially as may be decided by the Client upon termination.

**2.8.6** In the event of termination of Contract, the Agency shall furnish to the Client all the design, drawings, data, documents and details as are existing with him on that date.

### **3 OBLIGATIONS OF THE AGENCY**

#### **3.1 General**

##### **a) Standard of Performance**

The Agency shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment machinery, materials and methods.: The Agency shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the DCSEM, and shall at all times support and safeguard the DCSEM legitimate interests in any dealings with sub-Agency or Third Parties.

#### **3.2 Conflict of interests**

##### **3.2.1 Agency not to benefit from Commissions, Discounts. etc.**

a) The remuneration of the Agency pursuant to Clause GCC 6.1 hereof shall constitute the Agency's sole remuneration in connection with this Contract or the Services, the Agency shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations hereunder, and the Agency shall use their best efforts to ensure that any Sub-agency, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

- b) If the Agency, as part of the Services, have the responsibility of advising the DCSEM on the procurement of goods or Appointing of construction contractors, the Agency shall comply with any applicable procurement guidelines, work contract procedures, any confidential information etc. of the DCSEM and shall at all times exercise such responsibility in the best interest of the DCSEM. Any discounts or commissions obtained by the Agency in the exercise of such responsibility shall be for the account of the Client.
- c) The Agency shall not have the benefit either directly or indirectly of any royalty or gratuity or commission in respect of any patented or protected article or process used unless it is mutually agreed.

### **3.2.2 Agency & Affiliates not to be otherwise interested in Project**

The Agency agree that during the term of this Contract and after its termination, the Agency and his affiliates, as well as Sub-agencies shall be disqualified from providing goods, works or services (other than the Services and continuation thereof) for any project resulting from the Services.

### **3.2.3 Prohibition of Conflicting Activities**

Neither the Agency nor their sub-Agency nor the Personnel of either of them shall engage, either directly or indirectly, in any of the following activities:

- a) during the term of this Contract, any business or professional activities which would conflict with the activities assigned to them under this Contract;
- or**
- b) After the termination of this Contract, such other activities as may be specified in the section 2.8

### **3.3 Confidentiality:**

- a) The Agency, his Sub-agencies and the Personnel of either of them shall not disclose any Information and data furnished to them by DCSEM to any third party nor shall disclose any drawings, reports, specification, manuals and other information developed and prepared for DCSEM by the Agency and his Sub-agencies and the Personnel of either of them, without prior written approval of DCSEM.
- b) The Agency and his Sub-Agency and the Personnel of either of them shall be subject to the provisions of the Atomic Energy Act, 1962 and Official Secret Act 1923 and such other applicable laws with amendments as of date, pertaining to such information at all times.

### **3.4 Insurance to be taken out by the Agency**

The Agency (i) shall take out and maintain, and shall cause any sub-Agency to take out and maintain, at their (or the sub-Agency', as the case may be) own cost but on terms and conditions approved by the DCSEM, insurance against the risks, and for the coverage, as shall be specified in the Special Conditions of Contract (SCC), and (ii) at the DCSEM's request, shall provide evidence to the DCSEM showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

### **3.5 Agency's Actions requiring Client's prior Approval**

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

- a) Appointing such members of the Personnel merely by title but not by name without any prejudice to DCSEMs' interest.
- b) Agency may avail the services of an associate but the prime responsibility remains with the Agency.
- c) Any other action that may be specified in the SCC.

### **3.6 Reporting Obligations**

The Agency shall submit to the DCSEM the reports, documents and other deliverables specified in the tender document.

### **3.7 Documents prepared by the Agency to be the Property of the DCSEM**

- a) All plans, drawings, specifications, designs, reports and other documents prepared by the Agency in performing the Services shall become and remain the property of the DCSEM, and the Agency shall, not later than upon termination or expiration of this Contract, deliver all such documents to the DCSEM, together with a detailed inventory, etc. thereof. Client reserves the right of repetitive use of these designs, drawings, specifications etc. without any financial obligation to the Agency.
- b) The Agency shall also return, along with the detailed inventory thereof, all plans, drawings, specification, reports both in hard copy & soft copy format etc. made available by the Client for performing the Services, upon termination or expiration of the Contract.
- c) Intellectual rights, copyrights and all proprietary rights of all design, drawings, specifications, software, program, reports, formats, manuals documents etc. developed and prepared by the Agency for this assignment shall vest with the DCSEM and shall not use these for any other purpose/assignment without the written permission of the DCSEM. Any deviation to this effect shall be dealt with in accordance with law.



### **3.8 Defect Liability**

- a) Should any defect or inadequacy occur in the work carried out or the service performed by the Agency prior to the date of final acceptance of the work by the DCSEM, the Agency shall be under a legal obligation to perform, at his own initiatives and free of cost without any additional liability to the DCSEM, all such services as shall be deemed necessary to remedy such defects or inadequacy. The decision of the Engineer-in-charge regarding 'defect or inadequacy' in the work so carried out and service rendered shall be final and binding.
- b) In case, despite the specific request by the DCSEM to the Agency to rectify or remedy the defect or inadequacy so pointed out and brought to the notice of the Agency, the Agency fails and neglects to rectify the same, within the time frame given by the DCSEM for such rectification then the DCSEM shall be within its right to correct such defects of the inadequacy(s) rectified from a third agency at the costs and risks of the Agency. It shall be within the right of the Client to adjust / recover such additional costs, so incurred by the Client from the payments due and payable to the Agency.
- c) Liability of the Agency shall expire as per time schedule / provision specified in SCC.

## **4 AGENCIES PERSONNEL**

### **4.1 General**

The Agency shall employ and provide such qualified and experienced Personnel as are required, and agreed by the Engineer-in-charge, to carry out the Services. The Agency shall also bond his Personnel to the confidentiality of the Services performed by them under this Contract.

### **4.2 Description of Personnel**

The titles, agreed job descriptions, minimum qualification and estimated periods of engagement in the carrying out of the Services of each of the Agency's Personnel. If any of the Personnel has already been approved by the DCSEM his/her name is listed as well.

### **4.3 Removal and/or Replacement of Personnel**

- a) Except as the DCSEM may otherwise agree no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Agency, it becomes necessary to replace any of the Personnel, the Agency shall forthwith provide as a replacement a person of equivalent or better qualifications.
- b) If the Engineer-in-charge (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Agency shall, at the DCSEM's written request specifying the grounds there for, forthwith provide as a replacement a person with qualifications and experience acceptable to the DCSEM. Failure to do so shall be construed to be a default for which the Client could terminate the Contract without any liability on the part of DCSEM
- c) The Agency shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

## **5 OBLIGATIONS OF THE CLIENT**

### **5.1 Assistance and Exemptions**

The Client shall use its best efforts to:

- a) Provide the Agency, Sub-agency and Personnel with pertinent data and such other documents as shall be necessary to enable the Agency, Sub-agency or Personnel to perform the Services;
- b) issue to officials, agents and representatives of the DCSEM all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services; give decisions on all matters laid before the DCSEM by the Agency in such a reasonable time as not to delay the work of the Agency.

### **5.2 Changes in the Applicable Law**

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost or reimbursable expenses incurred by the Agency in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Agency under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the contract price specified in Clause GCC 6.1.

### **5.3 Payment**

In consideration of the Services performed by the Agency under this Contract, the DCSEM shall make to the Agency such payments and in such manner as is provided by Clause GCC 6.

## **6 . PAYMENTS TO THE AGENCY**

The payment to the agency shall be made as Mile Stone Specified in Table 4B.

### **6.1 Currency of Payment**

Payment shall be made in the Indian Rupees only.

### **6.2 Mode of Billing & Payment**

Billing and payments in respect of the Services shall be made as follows:

- a) The payment to the Agency shall be made periodically as per the schedule of payment agreed upon Form 4B. The DCSEM shall cause the payment to the Agency to the extent of the amount indicated in the running bills, received in triplicate along with duly approved supporting documents, within thirty working days of receipt of the running bill.
- b) The final payment under this Contract shall be made only after the final report and a final statement identified as such, shall have been submitted by the Agency and approved as satisfactory by the Engineer-in-charge. The Services shall be deemed completed and finally accepted by the Engineer-in-charge , DCSEM and the final report and final statement shall be deemed approved by the DCSEM as satisfactory one hundred eighty (150) days after receipt of the final report and final statement by the Client unless the Client, within such one hundred eighty days period, gives written notice to the Agency specifying in detail deficiencies in the Services, the final report or final statement. The Agency shall there upon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated. Any amount which the DCSEM has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Agency to the DCSEM within thirty days after receipt by the Agency of notice thereof. Any such claim by the DCSEM for reimbursement must be made within twelve (12) months (365 days) after receipt by the DCSEM of a final report and a final statement approved by the DCSEM in accordance with the above.

- c) Income tax and other applicable taxes as per Ministry of finance or any other statutory bodies shall be deducted from the consultancy fees and surcharge thereon as prescribed from time to time. This deduction will be made from all the bills in respect of work and the amount so recovered will be credited to the Income tax or any other statutory authority and a certificate for the amount so deducted will be issued by the account officer DCSEM.

### **6.3 Terms & Conditions of Payment**

Payments shall be made to the account of the Agency and according to the payment schedule stated in the SCC.

## **7 SETTLEMENT OF DISPUTES**

- 7.1 Amicable Settlement:** The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.
- 7.2 Dispute Settlement:** Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SCC.

## **8 Tax liability, insurance, description or reference to Documents:**

The Agency and his personnel shall pay the taxes and other impositions levied under existing, amended or enacted laws during life of the Assignment. The Agency shall cover employer's liability compensation insurance for his or his Sub-Agencies' personnel in accordance with the provisions of relevant applicable laws.

## Form 5C

### **SPECIAL CONDITIONS OF CONTRACT (SCC)**

#### **Amendments of, and Supplements to, Clauses in the General Conditions of Contract**

**Number of  
Conditions  
GCC Clause  
of Contract**

1.4 The language is : English

1.6(a) The Address are:

For the DCSEM: Office of Chief Engineer (CQD), DCSEM, 3<sup>rd</sup>  
Floor, North wing, V.S.Bhavan, Anushaktinagar, Mumbai-  
400094.

E-mail: cecqd@dcsem.gov.in

For the Agency(s): \_\_\_\_\_

E-mail:

1.6(b) Notice shall be deemed to be effective as follows

- a) In the case of personal delivery or registered mail, on delivery;
- b) In the case of E mail 24 hours following confirmed transmission.

1.7 The Member in Charge: The agency.

1.8 The Authorized Representatives are:

- a) For the DCSEM: Authorised representative of DCSEM.
- b) For the Agency: Managing Director and his authorized personnel

1.9 The Agency and his personnel shall pay the taxes, duties; fees, levies and other impositions levied under the existing, amended or enacted laws during Life of this Contract and the DCSEM shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.

2.1 The time period shall be 15 days from the date of contract signed.

2.3 The time period shall be 15 days from the date of contract signed.

2.4 The time period shall be 24 months or as may be required to complete the assignment in all respect as required by DCSEM.

- 3.4 The risks and the coverage shall be as follows:
- (a) employer's liability and workers' compensation insurance in respect of the Personnel of the Agency and of any sub-agency, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and
  - (b) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Agency's property used in the performance of the Services, and (iii) any documents prepared by the Agency in the performance of the Services.
- 3.8(c) The defect liability period shall expire after one year from the date of completion or settlement of all claims of the contractor whichever is earlier.
- 6.1 The quote shall be Indian Rupee only.
- It is to be understood that the amount/ rates quoted are all inclusive and payment shall be made on the basis of the milestones given in Tender, hereto.
- 6.3 The payment schedule envisaged is:
- (a) on the basis of milestone achieved during the execution of this Contract, as listed in Tender, hereto.
- 7.2 Disputes shall be settled by arbitration in accordance with the following provisions: Any dispute or difference at any time arising between the DCSEM and the Agency as to the construction, meaning or effect of the Contract or as to any clause, matter or thing herein contained or as to the rights and liabilities of the parties hereto shall be referred to a Sole Arbitrator to be appointed by the Competent Authority (i.e. D.A.E.) who will decide the case in accordance with and subject to the provisions of the Indian Arbitration & Reconciliation Act, 1996 or any statutory modifications or re-enactment thereto or thereof for the time being in force and all proceedings in any such Arbitration shall be held in Mumbai.

#### **14. Performance Guarantee**

The Agency shall carry out the work and services in conformity with generally accepted norms and sound engineering practices. Agency shall be responsible for the technical soundness of the Services rendered by him. In the event of any deficiency noticed at any time up to successful completion of defect liability of the contractor, the Agency shall inter alia promptly redo such design, engineering, analysis, inspection, site supervisory-services etc. at no extra cost to the Client.

#### **15. Rectification of Errors, Omissions etc.**

All errors and omissions in design, drawings, specifications, tenders, manuals etc. furnished by the Agency shall be rectified by the Agency and should the error or omission be the result of fault and negligence on the part of the Agency or his personnel, the Agency shall rectify the same at his own cost. Should such rectification be not carried out

to its reasonable satisfaction, Client may at its discretion have such rectification done by any other agency, and reasonable fee and disbursement of such other agency shall be borne by the Agency.

## **16. Accounting, Inspection and Auditing**

The Agency (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with Indian Rules accepted accounting principles and in such form and detail as shall clearly identify all relevant time charges and cost, and the bases thereof and (ii) shall permit the Client or its designated representative periodically, and up to five years from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the DCSEM.

## **17. Equipment and Materials if furnished by the DCSEM.**

If Equipment and materials made available to the Agency by DCSEM, or purchased by the Agency with funds provided by the DCSEM, shall be the property of the DCSEM and shall be marked accordingly. Upon termination or expiration of this Contract, the Agency shall make available to the DCSEM an inventory of such equipment and materials and shall dispose of such writing, shall insure them at his own expense for an amount equal to their full replacement value. Equipment and materials in accordance with the Engineer-in-charge instructions. While in possession of such equipment and materials, the Agency, unless otherwise instructed by the DCSEM official in writing, shall insure them at his own expense for an amount equal to their full replacement value.

## **18 Indemnification**

- a) The Agency shall indemnify and keep indemnified the Client for and against any and all claims, actions, demands, costs, charges and expenses arising from or for infringement of patent rights, copy rights or other protected rights, if any, in design, plans, diagrams, drawings in respect of any of the equipment, processes or construction methods furnished by the Agency for the performance of the Service, and found to have infringed any such rights.
- b) In the event of any claim being made or action being brought against the DCSEM in respect of any of the matters referred to the above, Agency shall promptly be notified and it shall be at its own expenses conduct all negotiations for the settlement of the same and any litigation that may arise.
- c) In the event of any designs, plans, diagrams, drawings in respect of any of the

equipment, processes or construction methods furnished by the Agency for the performance of the Service constitute infringement of patent or any of the protected rights and use thereof is restrained, the Agency shall at no extra cost to the DCSEM procure the right to continue using the same or replace the same at their own costs with non-infringing work approved by the Client or modify them so that these become non-infringing, but such modifications shall otherwise be to the entire satisfaction of the Client.

- d) The provisions of (a) to (c) above shall survive the completion, expiration or terminator of the Contract.

## **19. Responsibility for Data & Designs**

The final responsibility for the correctness, adequacy and accuracy of the designs, drawings, technical specifications, tenders documents, purchase specifications, Installation instructions and commissioning steps etc. furnished by the Agency, shall lie with the Agency.

The Agency shall ensure that all designs and services rendered by him, under this Agreement, are in compliance with the existing statutory regulations of bodies such as MoEF, Local Authorities, MCGM, Boiler Inspector, Electrical Inspector, Lift Inspector, Chief Fire Office, Directorate of Explosive, Director General Civil Aviation, Heritage, Archeological etc. as well as Atomic Energy Regulatory Board/ Bhabha Atomic Research Centre (BARC) Safety Council/any other Safety Authority. Inter- institutional coordination in the design & development of codes/software etc. shall also be the responsibility of the Agency.

## **20 Liability of the Agency**

- a) Except in case of gross negligence or will full misconduct on the part of the Agency or on the part of any person or firm acting on behalf of the Agency in carrying out the Services, the liability of the Agency for all guarantees & warrantees shall be limited to **100** percent of the total fee payable.
- b) This limitation of liability shall not affect the Agency's liability, if any, for damage to Third Parties caused by the Agency or any person or firm acting on behalf of the Agency in carrying out the Services.
- c) In case of gross negligence or will full misconduct on the part of the agency or on the part of any person or firm acting on behalf of the Agency in carrying out the Services, the liability of the Agency shall be 100% of the total fee payable for defects in the deliverables/deficiencies in the Services.

## **21 Levies of Liquidity Damages**



For any delays, attributable to the Agency in the scheduled dates / periods of completion of different activities as per the agreed work schedule, the Agency shall pay to the DCSEM compensation as Liquidated Damages (LD), calculated at the following rates:

Period of Contract (Originally stipulated)	Liquidated Damages Rate per Month of Delay will be computed per Day Basis <i>(on consultancy fee amount only)</i>	Maximum amount of Liquidated Damages.
1) Completion period not Exceeding 150 days.	1 %	10% of total fee
2) Completion period Exceeding 150 days but not exceeding 365 days.	1%	10% of total fee
3) Completion period exceeding 365 days	1%	10% of total fee

The amount of liquidated damages shall be adjusted or set off against any sum payable to the Agency under this or any other contract with the DCSEM at one or more of its unit.

## 22 Working hours, Overtime, Leave, etc.

(a) The Agency, Associate or their Personnel shall not be entitled to any overtime payment and the same deemed to have been included in the Contract Price. Taking of leave by Key Personnel shall be subject to the prior approval by the Agency who shall ensure that absence for leave purposes shall not delay the progress and adequate supervision of the Services.

(b) The Agency's personnel working at the Site shall observe the site construction working hours and holidays.

## 23 Project Organization

The Agency shall ensure that during the Agency's performance of the Services a well-defined project set-up exists at his end. This set-up only shall interact with the Client's personnel in providing the Services.

## 24 Access to Site

The DCSEM warrants that the Agency shall have, free of charge, unimpeded access to the Site in respect of which access is required for the performance of the Services.

25. Further, bidder fail to commence work as specified, then Director DCSEM/ DCSEM or

his successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the performance guarantee.

## **1. Security Rules**

The Agency shall follow the rules and regulation for the security framed by the DCSEM from time to time regarding movement of personnel, materials and equipment to and from office/site, issue of identity cards, control of entry of personnel and all similar matters. The Agency shall also follow all rules and regulations applicable to the area being declared/ pronounced from time to time by the authorities or authority of existing DCSEM facilities in the vicinity of any other statutory orders. Nothing extra shall be payable on account of stoppage/hindrance of the work due to the enforcement of security measures/ emergency conditions.

## **2. Rights of Other Agencies**

Other agencies may also be simultaneously working within and around the locations/areas designated to carry out the Assignment. No extra claim during the tenure of the work shall be entertained by the DCSEM for hindrances on account of such interfaces with other/allied agencies.

## **3. Idle Claim**

No claims from the Agency shall be entertained on account of idle work force, non-use of facilities due to stoppage of work, unprecedented rain, storm or any other Unforeseen circumstances.

## **4. Fairness & Good Faith**

### **(a) Good Faith**

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

### **(b) Operation of the Contract**

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the currency of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties shall use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in

**1. Indemnity:**

The Agency shall indemnify, defend, protect and hold harmless the DCSEM, its representative, its affiliated companies and their respective directors, officers, agents and employees, from any and all Claims to the extent that such Claims are caused by or arise out of the negligent acts, conduct, errors or omissions of the Agency or the breach of any of its contractual obligations hereunder.

**2. Amendments**

No addition, amendment or variation to this contract and no waiver of any right under this contract shall be binding unless it is in writing and signed by a duly authorized representative of each party to these presents. Amendments made prior to the opening of Tender shall be part of the contract

**3. Force Majeure**

If performance, in whole or in part, or any portion of this Agreement by any party hereto is prevented by causes that may come into operation after the signing of this Agreement, which are beyond the reasonable control of such party, or cause against which party could not make reasonable provision including but not limited to acts of God, Labour Disputes, riots, insurrections, tidal waves, floods, explosions, fire or earthquakes, industrial disturbances, inevitable accidents, war (undeclared or declared), embargoes, blockages, legal restrictions or Government restrictions and the like, the party which is prevented from performing shall be excused from performing its obligations under this Agreement for the period of the excusable delay, provided the reason for the delay is communicated to the other party within thirty (30) days of its discovery.

**4. Jurisdiction**

This Agreement and all right, obligations and liabilities arising under it shall be construed in accordance with the Laws of India. The parties further agree If still unable to come to stand, which affects the services, then it must go to an authority (Director DCSEM) for decision and submit themselves that the courts in Mumbai shall have the exclusive jurisdiction to try all or any of the disputes arising out of this Agreement.

**5. Compliance with Laws:-**

The agency shall comply with all relevant acts and amendments thereof and other laws relating thereto and rules made there under from time to time wherever applicable.

**6. Security Regulations:-**

The personnel are required to be in possession of individual identity card or passes and shall follow the security regulation of DCSEM.

**7. Removal and / or Replacement of Personnel:**

Except for the Engineer in charge may otherwise agree, no changes shall be made in the personnel. If for any reasons beyond the reasonable control of the agencies, it becomes necessary to replace any of the personnel, the agency shall forthwith provide as a replacement a person of equivalent qualification and experience acceptable to the DCSEM.

The DCSEM may require the agency to dismiss or remove any person or persons, who may be incompetent or misconduct himself or has been charged with having committed moral turpitude criminal , civil action or negligent in the proper performance of his duties and all such persons shall not again be employed upon.

## **8. Insurance**

- 8.1 The agency shall maintain and shall cause all its agencies / engineers to maintain a valid comprehensive insurance policy, in respect of claims for personal injury to or the death of any persons under a contract of service or apprenticeship; with the agency as the case may be and arising out of and in the course of such persons employment. Such insurance shall be in accordance with the law in force. Agency shall effect a Professional Indemnity insurance covering professional errors and omissions for a sum equivalent to the estimated Basic Fee. Such insurance policy shall be taken at the beginning of the year and shall continue till one year after Project Completion. Such insurance cover shall not be discontinued by the Agency unless prior alternative arrangements, as mutually agreed between the parties hereto, are made. The Agency shall provide a confirmation from the Insurance Company providing the professional indemnity insurance policy.
- 8.2 The insurance shall be with a well- established insurance office or underwriter of repute in India to be approved by the DCSEM.
- 8.3 All insurance policies maintained by the Agency shall be primary and shall not call into contribution any other insurance that may be available to the DCSEM. The Agency shall provide the DCSEM with a certificate from each of its insurers acknowledging that all insurance policies maintained by the Agency with such insurer are primary and do not call into contribution any other insurance that may be available to the DCSEM.
- 8.4 The Agency shall furnish to the DCSEM upon request, certificates showing that all such insurance is being maintained as required and has been properly renewed. Such insurance shall also provide that no cancellation of the policies shall become effective unless notice is given to the DCSEM at least thirty (30) working days in advance. In the event that such notice is given the DCSEM, The Agency shall have ten (10) Business Days to cure the fault which is the basis for the threatened cancellation, failing which the DCSEM shall have the right to effect and maintain comparable insurance at the cost of the Agency. The DCSEM shall be provided with renewal certificates in respect of any insurance maintained not less than thirty (30) working days prior to any expiry date, together with evidence of the payment of premiums thereon. The Agency shall be responsible for ensuring that all their associate Agencies obtain insurance in

full compliance with any requirement to maintain insurance.

- 8.5 Agency shall not, without the written consent or instructions of DCSEM make any deviations in the plans or estimates or order any variations, omissions or extracts. The Agency shall not fix any rate or rates for any new item of work except in accordance with the provisions, if any, of the agreement between DCSEM and the Contractors, and in the absence of the same without the written approval of the DCSEM.

## Form 5D

### **Form of Bank Guarantee for Earnest Money Deposit/Performance Guarantee/ Security Deposit/ Mobilization Advance**

On non-judicial stamp paper of minimum Rs.100/-

(Guarantee offered by Bank to Department in connection with the execution of contracts)

1. Whereas the (Designation of Engineer)..... (name of division)..... DCSEM on behalf of the President of India (hereinafter called "The Government") has invited bids under ..... (NIT number)..... dated..... for..... (name of work) ..... The Government has further agreed to accept irrevocable Bank Guarantee for Rs ..... (Rupees ..... only) valid upto ..... (date)\*..... as Earnest Money Deposit from (name and address of contractor) , (hereinafter called "the contractor") for compliance of his obligations in accordance with the terms and conditions of the said NIT.

OR\*\*

Whereas the (Designation of Engineer) ..... (name of division)..... DCSEM on behalf of the President of India (hereinafter called "The Government") has entered into an agreement bearing number..... with ..... (name and address of the contractor) ..... (hereinafter called "the Contractor") for execution of work..... (name of work)..... The Government has further agreed to accept an irrevocable Bank Guarantee for Rs ..... (Rupees ..... only) valid upto..... (date)..... as Performance Guarantee/ Security Deposit/Mobilization Advance from the said Contractor for compliance of his obligations in accordance with the terms and conditions of the agreement.

2. We,.....(indicate the name of the bank) (herein after referred to as "the Bank"), hereby undertake to pay to the Government an amount not exceeding Rs.. (Rupees.....only) on demand by the Government within 10 days of the demand.
3. We, ..... (indicate the name of the Bank) do here by undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank, under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. .... (Rupees.....only)
4. We, ..... (indicate the name of the Bank) ....., further undertake to pay the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor in any suit or proceeding pending before any court or Tribunal, our liability under this Bank Guarantee being absolute and unequivocal. The payment so made by us under this Bank Guarantee shall be a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.

5. We, ..... (indicate the name of the Bank) further agree that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligation here under to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor or for any forbearance, act of omission on the part of the Government or any indulgence by the Government to the said contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. We, ..... (indicate the name of the Bank), further agree that the Government at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor at the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee the Government may have in relation to the Contractor's liabilities.
7. This guarantee will not be discharged due to the change in constitution of the Bank or the Contractor.
8. We, ..... (indicate the name of the Bank), undertake not to revoke this guarantee except with the consent of the Government in writing.
9. This Bank Guarantee shall be valid up to unless extended on demand by the Government. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs..... (Rupees..... only) and unless a claim in writing is lodged with us within six months of the date of expiry or extended date of expiry of this guarantee, all our liabilities under this guarantee shall stand discharged.  
Date .....

Witness:

- |                                       |  |
|---------------------------------------|--|
| 1. Signature.....<br>Name and address | Authorized signatory<br>Name<br>Designation<br>Staff Code no.<br>Bank Seal |
| 2. Signature .....                    |  |

\*Date to be worked out on the basis of validity period from the date of submission of tender.

\*\*In paragraph 1, strike out the portion not applicable. Bank Guarantee will be made either for earnest money or for performance guarantee/security deposit/mobilization advance, as the case may be.

## Form 5E

### Format to be enclosed for each bill for payment through Electronic Mode

To,

**The Pay & Accounts Officer,**  
Directorate of Construction, Services & Estate Management, Mumbai.

**Sub:** Bank Details for Payment through Electronic Mode

**Sir,**

It is requested that our payment may please be arranged through Electronic Mode. The details of bank are as under:

**1. IFSC  
CODE**

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

**2. NEFT  
Code**

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

**Note :** In case beneficiary's bank is State Bank of India (any branch in India) IFSC Code & NEFT Code may not be mentioned.

**3. Account  
No.**

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Full Account No. for payment to be made through Electronic Mode.

18 Account Type. CURRENT A/C (11)/CASH CREDIT A/C (13)

**5. MICR NO.**

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

**Note :** 1<sup>st</sup> three digit & last of 3 digit of MICR No. should not be zero.

6. Name of Bank :

.....

7. Name of Branch :

.....

8. Address of Bank :

.....

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for any reasons, I would not hold the user institution responsible and agree to discharge the responsibility expected of me as a participant under the scheme.

Yours faithfully,

( )  
(Signature of Authorized Officer)  
With Name, Designation & Company's seal.



# CERTIFICATE

I \_\_\_\_\_, working as \_\_\_\_\_ in this organization and authorized to issue this certificate and certify that :

1. We have gone through the contents and related documents for this TENDER and fulfill all the eligibility criteria as per TENDER.
2. All relevant Documents are enclose with our TENDER.
3. The Details and Contents of our TENDER are authenticated and based on actual work carried out by our agency, as per record.
4. We have understood that in case it is found that our agency is not fulfilling any of the laid down criteria, or relevant details /supporting documents are not found to be enclosed we will not be given any opportunity for any clarifications and our TENDER will be evaluated based on available documents in TENDER.

Signature of authorized Signatory

Name.....Dated.....

Designation:.....

[Please Affix Rubber Stamp ]