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CIN No - U45203UR2008SGC032591

## BRIDCUL (ब्रिडकुल)

ब्रिज, रोपवे, टनल एण्ड अदर इन्फ्रास्ट्रक्चर डेवलपमेंट कॉरपोरेशन ऑफ उत्तराखण्ड लिमिटेड  
(उत्तराखण्ड सरकार का उपक्रम)

पूर्व में उत्तराखण्ड राज्य अधस्थायना विकास निगम लिमिटेड


प्रधान कार्यालय: अधस्थायना भवन, 583-टी0, राजकीय आई0टी0आई0 निरंजनपुर के सामने, भाजरा, सहारनपुर रोड, देहरादून- 248001

Ref: 547/BRIDCUL 508/17

Dated: 02/06/2017

### Corrigendum

In reference to advertisement (ref no. 599/BRIDCUL-508/17 dated 11/05/2017 for the project "Retro -Fitting. Strengthening & Renovation of Clock Tower (Ghanta Ghar) at Dehradun", Revised RFP document have been uploaded on our website.

  
General Manager (Civil), Garhwal

**(BRIDCUL)**

**Bridge, Ropeway, Tunnel & Other Infrastructure  
Development Corporation of Uttarakhand Ltd.**

**RFP DOCUMENT**

**FOR APPOINTMENT OF  
ARCHITECTURAL & PROJECT MANAGEMENT  
CONSULTANT**

**FOR**

**PROVIDING CONSULTANCY SERVICES FOR DESIGN  
& PLANNING FOR RETRO-FITTING,  
STRENGTHENING & RENOVATION OF CLOCK  
TOWER (GHANTA GHAR) AT DEHRADUN**



**May 2017**

**Bridge, Ropeway, Tunnel & Other Infrastructure Development Corporation  
of Uttarakhand Ltd.**

**(BRIDCUL)**

**(A GOVT OF UTTARAKHAND UNDERTAKING)**

**Earlier- Uttarakhand State Infrastructure Development Co. Ltd**

**HEAD OFFICE: AVASTHAPNA BHAWAN 583-TH, OPP. GOVT., ITI, NIRANJANPUR, MAJRA, SAHARANPUR**

**ROAD, DEHRADUN- 248001. Tel.: - 0135-2522941**

**EMAIL: [bridcul@gmail.com](mailto:bridcul@gmail.com)**

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- 1.1 Bridge, Ropeway, Tunnel & Other Infrastructure Development Corporation of Uttarakhand Ltd. (BRIDCUL), a Govt. of Uttarakhand undertaking, was formed with the mandate to plan, construct, execute, carry out, improve, work, develop, administer, manage, control and maintain all types of buildings, bridges, Highways, Roads, Ropeways, Tunnels, Flyovers, Airports, Townships and other infrastructure projects. BRIDCUL intends to appoint a reputed Architectural and Project Management Consultant for **Providing Consultancy Services For Design & Planning “Retro-Fitting, Strengthening & Renovation of Clock Tower (Ghanta Ghar) at Dehradun”** To obtain first hand information on the assignment and the present site conditions, bidders are required to pay a visit to the client and the project site before submitting their proposals. Please note that costs of site visit for preparing the proposal and of negotiating the contract, are not reimbursable. Client is not bound to accept any of the proposals submitted and reserves the right to accept/reject any or all proposals without assigning any reasons thereof.

The firm shall be selected on least cost basis only as per procedures described in this RFP.

**NIP No. : /BRIDCUL- /2017 Dated .05.2017**

**Name of Work: Providing Consultancy Services For Design & PMC for “Retro- Fitting, Strengthening & Renovation of Clock Tower (Ghanta Ghar) at Dehradun**

**(a) Particulars**

1.	Location	Clock Tower, Dehradun
2.	Tentative cost of the project	Rs. 50 Lakhs (Tentative)
3.	Performance Guarantee	5 % of the consultancy fee or Rs. 50,000.00 whichever is more in form of Bank Guarantee/ FDR issued from any Scheduled/ Nationalized bank
4.	Cost of Document	Rs.2000/- + VAT (non-refundable and non-adjustable).
5.	Bid security	Rs. 100000/-(In the form of FDR)
6.	Date of issue of RFP document	17/05/2017
7.	Date, Time and Venue of pre-bid meeting	02/06/2017 at 11:30 hrs BRIDCUL: Avasthapna Bhawan 583-TH, Opp, Govt. ITI, Niranjanpur, Majra, Saharanpur Road, Dehradun
8.	Closing date & time of receipt of Document & Venue	07/06/2017 at 15:00 hrs BRIDCUL: Avasthapna Bhawan 583-TH, Opp, Govt. ITI, Niranjanpur, Majra, Saharanpur Road, Dehradun
9.	Date & time of opening of Sealed Cover-I (Eligibility Documents)	07/06/2017 at 15:30 hrs
10.	Date & time of opening of Sealed cover-II (Financial Bid of eligible Bidders)	To be intimated later via email, telephone to technically qualified bidder

## **1.2 Issue of RFP Document**

- 1.2.1 The RFP Document can be downloaded from the BRIDCUL website [www.usidcl.com](http://www.usidcl.com) in under the title “**Tenders**” from 17.05.2017, 1700 hours onwards. A payment of non refundable document fee Rs. 2000.00+14.5% VAT through cash/DD issued from any Scheduled/ Nationalized bank favoring Project Manager “BRIDCUL Project Unit, Dehradun” payable at Dehradun, shall be submitted at the time of submission of bid along with technical bid.

**General Manager (Civil), Garhwal  
BRIDCUL**

I/We have read and examined the bid document, terms and Conditions of bid and other documents and Rules referred to in the bid and all other contents in the bid documents for the Architectural consultancy.

I/We hereby submit bid for the Architectural and Project Management Consultant as per the stated scope of work for **Providing Consultancy Services For Design & PMC for “Retro-Fitting, Strengthening & Renovation of Clock Tower (Ghanta Ghar) at Dehradun**, within the specified time schedule.

I/We agree to keep the bid open/valid for 120 days from the due date of submission thereof not to make any modifications in its terms and conditions.

I/We hereby declare that I/We treat the bid documents, drawings and other records connected with the consultancy as secret/ confidential documents and shall not communicate information/ derived there from to any person except to whom, I/We may be authorized to communicate the same or use the information in any manner prejudicial to the interest of the company.

If I/We fail to commence the consultancy specified I/We agree that the said BRIDCUL shall without prejudice to any other right or remedy, be at liberty to forfeit the said Performance Guarantee absolutely otherwise the said Performance Guarantee shall be **retained by BRIDCUL** towards security render all consultancy referred to in the bid documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered.

Seal of consultant

Signature of the consultant

Place :

Date:

### 3.1 Introduction

Bridge, Ropeway, Tunnel & Other Infrastructure Development Corporation of Uttarakhand Ltd. (BRIDCUL) intends to appoint a reputed Architect and a Project Management Consultant for providing Consultancy Services for providing Drawings, Structural Design, approval of plans from respective authorities, as well as supervision etc. for the proposed **“Retro-Fitting, Strengthening & Renovation of Clock Tower (Ghanta Ghar) at Dehradun.** Approximate duration of the services under this contract is **09 months** or 30days beyond completion of project, whichever is later. The approved cost of the project is **Rs. 50 Lac.**(Including Contingency & Centage)

**About Clock Tower:-** After Independence, the citizens of Doon honored the builders of the Doon valley, by naming prominent roads and chowk after their names. One of the most Important landmarks, of the Doon Valley, the Balbir Tower (Clock Tower) was built to commemorate India’s independence. It was a collaborative efforts of the dehradun Nagar Pallika and Lalasher Singh and LalaAnand Singh, Leading businessmen of their times and was named after one of their ancestors who was also an honorary magistrate in his days.

The foundation stone was laid on July 2, 1948, by then Governor of UP, Sarojini Naidu. The Clock Tower was completed in 1953 and was inaugurated by Lal Bahadur Shastri. It has a unique hexagonal architecture lending it heritage value.

The colossal philanthropic achievements of the earlier years was in subsequent year added to by shopping complexes, corporate houses, government buildings and high rise structures. Astley Hall, Mansa Ram Bank building and Manda House have been replaced by Windlass Shopping Complex, Plazas, Janpaths and shopping arcades.

### 3.2 Objective

- 3.2.1 The objective of the proposal is to **Provide Consultancy Services For Design & PMC of “Retro-Fitting, Strengthening & Renovation of Clock Tower (Ghanta Ghar) at Dehradun..** only as per NBC norms & relevant I. S. codes.

### 3.3 Submission of Bids

The bid shall be submitted in one big sealed envelope super-scribed **“Providing Consultancy Services For Design & PMC for “Retro-Fitting, Strengthening & Renovation of Clock Tower (Ghanta Ghar) at Dehradun.”** containing following two envelopes:-

- (a) Envelope-I, duly super-scribed “Technical Bid” containing –
- (i) Declaration by bidders as per section-2.
  - (ii) Document fee and Bid security and list of technical Staff/Key Personal as per Manning schedule.
  - (iii) Documents in support of Technical qualification as per clause 4.2. (B), Section-4.
  - (iv) Documents in support of eligibility criteria as per Clause 3.6, Section-3.
  - (v) All pages of entire RFP document & replies to the queries of the pre-bid meeting with Common Set of Deviation duly signed by authorize person.
- (b) Envelope-II, duly super-scribed “Financial Bid” containing financial quote for **Providing Consultancy Services For Design & PMC for “Retro-Fitting, Strengthening & Renovation of Clock Tower (Ghanta Ghar) at Dehradun..”** as per **Annexure-VI.**

### **3.4 INSTRUCTIONS / GUIDELINES**

- 3.4.1 The BRIDCUL shall appoint a consultant for the project through two Bid system.
- 3.4.2 The Consultants are advised to visit and examine the site of work and its surroundings and obtain any information that may be necessary, in addition to those provided in this document, for preparing the design. The Consultant shall be deemed to have fully acquainted himself about the site condition before bidding, whether he inspects it or not.
- 3.4.3 The design concepts should strictly adhere to the NBC norms and relevant I.S. Code applicable for the area and type of work.
- 3.4.4 All clarifications shall be sought during the Pre Bid Meeting. The bidders may make suggestions which shall be considered during the Pre Bid Meeting. No further clarifications shall be issued after replies to the pre-bid queries. **Reply to the pre-bid queries/ common set of deviations shall form integral part of the bidding document.**
- 3.4.5 The submission of the bid by a Consultant would imply that the Consultant has carefully read and agreed to the terms and conditions contained in this bid document.
- 3.4.6 The assignment entails performance by the consultant in two distinct stages i.e Stage-I, preparation of DPR and Stage-II, certifying the correctness of work as per drawing and design during the execution stage. In the event of client not proceeding ahead with the construction of the project, the second stage of the consultancy services will not be applicable and the consultant will have no right to claim the payment for the said stage.
- 3.4.7 The bid for the work shall remain open for acceptance for a period of 120 days from the date of submission of the bids, which may be extended by mutual agreement and the consultant shall not cancel or withdraw the offer during this period.
- 3.4.8 This bid document shall form part of the contract agreement.
- 3.4.9 The successful Consultant shall be required to execute an agreement on non-judicial stamp paper as per **Annexure-III** to this bid document, with the Project Manager, BRIDCUL within **07** days of submission of Performance Guarantee.
- 3.4.10 The stamp duty payable under the law in respect of this agreement shall be borne by the Consultant.
- 3.4.11 The BRIDCUL is not bound to accept any of the proposals submitted and reserves the right to reject any or all proposals without assigning any reasons thereof.
- 3.4.12 Topographical Survey/Contour Plan and soil investigation report shall be provided by the BRIDCUL to Consultant.

### **3.5 METHOD OF APPLICATION**

- 3.5.1 If the Consultant is an individual or proprietary firm, the bid shall be signed by the individual / proprietor.
- 3.5.2 In the event of the bid being submitted by a partnership firm, it must be signed by each Partner thereof or in the event of absence of any partner, it must be signed on his behalf by a person holding a power-of attorney authorizing him to do so, such power of attorney to be produced with the bid, and it must disclose that the firm is duly registered under the Indian Partnership Act.
- 3.5.3 A certified copy of the partnership deed, Form A from Registrar of Firms, contact details and current address of all the partners of the firm shall also accompany the bid.
- 3.5.4 Where the consultant is a partnership firm, the prior approval in writing of the Engineer-in-Charge shall be obtained before any change is made in the constitution of the firm. Where the consultant is an individual or a Hindu undivided family business concern such approval as previously mentioned shall likewise be obtained before the consultant enters into any partnership agreement where-under the partnership firm would have the right to carry out the works hereby undertaken by the consultant.



- 3.5.5 If the Consultant is a limited company, the bid shall be signed by a duly authorized person holding power of attorney for signing the application. The power of attorney shall be on non-judicial stamp paper of appropriate value and attested by Notary Public and its attested copy shall be furnished with the bid. The Architectural Consultant should also furnish a copy of the memorandum of articles of association duly attested by a Public Notary, and it must disclose that the Company is duly registered under the Indian Companies Act, 1956.
- 3.5.6 Over-writing should be avoided. Correction, if any, should be made by neatly crossing out, initialing, dating and rewriting and duly endorsed.
  
- 3.6 The bidder should have following eligibility criteria
  - 3.6.1 The bidder should have average annual financial turnover of Rs 10 lacs for last three financial years (2014-15, 2015-16 & 2016-17). Certificate from CA is a must in support of this aspect.
  - 3.6.2 The bidder should have completed one similar work with 25 lacs as estimated cost of project or two similar works with 15 lacs as estimated cost of project each, in the last five financial years.

**4. EVALUATION OF BIDS:-**

4.1 The Bids received in a sealed envelope from interested firms shall be evaluated on the following basis:

**A Envelope I (Technical Bid)**

- (i) **CHECKING OF DOCUMENT FEE:** The Envelope one of technical bid containing the document fee and bid security shall be opened first. In case the requisite document fee bid security is not found enclosed, the bid shall be considered non-responsive and second envelope of Technical bid of the bidder shall not be opened & returned unopened.
- (ii) **TECHNICAL QUALIFICATION:** Evaluation of Technical Document of second Envelope shall be done as per Section 4.2 B below. The bidders who qualified technically as per para 4.2 B will be eligible for opening of their financial bid.

**B Envelope II (Financial Bid)**

- (i) **EVALUATION OF FINANCIAL BID:** The Envelope-II containing Financial Bid should contain the complete bid document with duly filled in Schedule of the Quote. The evaluation of the bids shall be done on the least cost basis. The consultancy fees to be quoted in lump sum rounded off to the nearest thousand rupees. The consultancy fee shall be excluding service tax but including all taxes and all expenditures incurred by the consultant on all activities required as per detailed Scope of consultancy and Output /Design Submittal of this bid document. Consultants are advised to visit our website [www.usidcl.com](http://www.usidcl.com) regularly for updated details/ information.
- (ii) **CONFIDENTIALITY:** Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposal or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the Government's antifraud and corruption policy.

4.2 The Bids received through open tender shall be evaluated on the following basis:

- (A) **CHECKING OF DOCUMENT FEE AND BID SECURITY:** The Envelope-I containing the document fee shall be opened first. In case the requisite document fee is not found enclosed, the bid shall be considered non-responsive and financial bid of the bidder shall not be opened & returned unopened.
- (B) **EVALUATION OF TECHNICAL BID:** The architectural and design consultancy firms are required to submit the following documents:
  - (i) Registered name and address of the firm
  - (ii) Copy of PAN card/Service Tax no. of the firm.
  - (iii) List of Similar nature of work completed in the last 3 years.
  - (iv) Annual Average Turnover of the last 3 years duly certified by CA
  - (v) Works in Hand.
  - (vi) Details of Key Personnel
  - (vii) Litigation history, if any.
  - (viii) Appreciation letter, if any
  - (ix) All documents as stated in clause 3.3.(a)

**Note:** 1. Experience of work without supporting client's certificate shall not be taken into account.

2. The Bidders are requested to submit the specific required Documents/Certificates as per requirement of RFP documents.

Firms who have submitted the above shall be called for a Technical Presentation which shall be evaluated on the basis of understanding of the project.

- (C) **EVALUATION OF FINANCIAL BID:** The financial bids of those Consultants who are technical qualified shall be opened. The Envelope-II containing Financial Bid should contain the complete bid document with duly filled in Schedule of Financial Quote at **Annexure-VI**.

**5.1 DESIGN BRIEF**

- 5.1.1. The **Providing Consultancy Services For Design & PMC for “Retro-Fitting, Strengthening & Renovation of Clock Tower (Ghanta Ghar) at Dehradun.,** shall consist of non-destruction testing (NDT) methods that are techniques used to obtain information about the properties or internal condition of object without damaging the object..
- 5.1.2. The Consultant shall inspect the site, collect data required for consultancy purpose, study the options taking into consideration the current status of the structure.
- 5.1.3. The proposed life span for the building shall be as per NBC Norms. Therefore, the design and specification of the building shall take into account the maintenance and durability aspects.
- 5.1.4. Safety norms in accordance with local bye-laws/ codes are to be followed by the Consultant for the project.
- 5.1.5. The structure shall be designed with provisions for easy maintenance, additions and alterations.

**5.2 SCOPE OF CONSULTANCY**

**Providing Consultancy Services For Design & PMC for “Retro-Fitting, Strengthening & Renovation of Clock Tower (Ghanta Ghar) at Dehradun.,** Services to be rendered by the consultant at different stages of work are as under:

**NOTE:**

**The consultant will submit all drawings duly vetted by IIT or any other structural engineer approved by Govt. of Uttarakhand. The charges of vetting of drawings from IIT or any other Structural Engineer approved by Govt. of Uttarakhand will be reimbursed to the consultant by BRIDCUL after submitting their bills. The consultant should take prior approval of the expenditure on vetting from BRIDCUL.**

**5.2.1 Working drawings stage**

The Consultant shall:

- i)* Prepare the detailed structural design to re-strengthen the existing structure majorly the foundation including drawings showing complete details, specifications and drawings after incorporating all appropriate retrofitting techniques applicable to the structure under the estimated cost. Obtaining approval of local and other authorities of the modifications, if required from time to time and make necessary changes as required by them.
- ii)* Prepare complete Architectural and structural design (with vetted drawings) & drawings and working details, schedules, specifications and bills of quantities to describe the whole project adequately for the purpose of taking Employer approval and of all the local bodies and for placing the main and other subsidiary contracts by the Client/Employers.
- iii)* Any changes suggested by Client/Employer will be incorporated in the design and drawing by the Architect/Design Consultancy Firm without any extra cost and incorporate all the changes for obtaining approvals of statutory bodies.

### 5.2.2 Execution Stage

During execution stage, the consultant shall act as PMC of the 'Contract' (already signed between the Employer and the Contractor). The consultant shall therefore carryout the following:-

- i) Supply such further Architectural and Structural working drawings, sketches specifications and details which may be required for proper execution of the work.
- ii) Obtain Employers approval for any material deviation in designs or cost due to changes in working drawings, schedule and specifications from the approved scheme.
- iii) Check and approve shop drawings submitted by the Contractor, if any.
- iv) Supervision and Inspection of works as per schedule given at **Enclosure-I** (Manning Schedule) of to see that the works are being executed in accordance with latest working drawings/good for construction drawing.
- v) Advise Client/Employer in writing on the progress of the work and its conformity with drawings issued for the work.
- vi) Advise Client/Employer in writing on changes, if necessary for technical/usage reasons.
- vii) Prepare completion drawings including elevations and section and structural details indicating details of building and all services.

### 5.2.3 Completion Stage

It will be the responsibility of Architect/PMC to get the various NOC/Completion certificates from the various statutory bodies. Necessary fees/taxes required to be deposited with the statutory bodies for obtaining the same will be borne by the Client/Employer. Such approvals shall include approvals from any local bodies/statutory bodies constituted by State or Central Govt. including approvals from any local bodies/statutory bodies constituted by State or Central Govt. Also the consultant will forward list clearance to be taking from various Statutory bodies.

### 5.2.4 Structural Design

- a. The Structure's foundation shall be designed/strengthened to withstand static/dynamic loading (**wind/seismic load as per zone applicable**) and the design shall be strictly in accordance with the latest Indian Standard Code of Practices/National Building Code. The structural analysis and design shall be done by using latest version of software packages such as STAADPRO or equivalent. The provisions in various BIS Codes shall override the packages output.
- b. The architectural consultant shall supply all design calculations/computer input and output giving specific reference to BIS/15456:2000, along with soft copies. The structural drawing showing the reinforcement details / bar bending schedule / piling details shall be prepared as per latest edition of SP: 34 (S&T) etc. All overriding conditions prescribed by IS: 13920 or any other BIS code shall be taken into account while preparing the structural drawings.
- c. The consultant shall also submit the design parameters given at **Annexure-IV**.
- d. The design period of the structure shall be as per NBC Norms. The design of the structure shall be got vetted/proof checked by the consultant from any reputed engineering institution/structural consultant empanelled with Govt. of Uttarakhand as directed by BRIDCUL. "The fees initially paid by the consultant shall be reimbursed by the BRIDCUL basis on submission of original proof of payment/invoice.

### 5.2.5 SERVICES DESIGN

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### **5.2.6 Design Standards**

- i) The consultant shall involve Design Standards and material specifications for the design and planning; primarily based on IS Codes, NBC, Prevailing by-Laws, Government Circulars and relevant recommendation for Energy Conservation of the international standards.
- ii) The Design Standards evolved for the project shall cover all aspects of detailed design.
- i) The Architect/Design Consultancy Firm shall use best design structure and specifications available in the modern building industry.

### **5.2.7 Design of Structures**

The Consultant shall design and prepare Good for Construction Drawings (GFC) showing the salient features of the each component of project whichever is required till finalization of the work.

### **5.2.8 Drainage, Water Supply and Sewerage System**

Deleted

### **5.2.9 Miscellaneous Works**

- i) The Consultants shall prepare the detailed scheme and lay out plan for the work.
- ii) The Consultants shall prepare different options of latest retrofitting techniques majorly for the foundation work, suitable to the existing structure which shall be got approved by the Client/ Employer.
- iii) The Design Consultancy Firm should submit a coloured 3D view of the structure from all sides to a suitable scale as and when required by Employer.

## **5.3. Estimation of Quantities and Project Costs**

- i) The Consultants shall prepare detailed estimates for quantities and project cost for the balance project based on IS Codes and market rate for the inputs. The estimation of quantities shall be based on detailed design of all the components of the projects.
- ii) The Consultant shall make detailed analysis for computing the unit rate for the different items of works. The unit rate analysis shall duly take into account the various inputs and their basic rate. The unit rate for each item of works shall be worked out in terms of manpower, machinery and materials.

### **5.3.1 STAGE I: TESTING STAGE**

- i) The Consultant shall conduct non-destructive test(NDT) to ascertain the accuracy of the design of the structure.
- ii) The consult shall ensure minimum damage to the existing structure.

### **5.3.2 STAGE II: PROGRAMMING STAGE**

- i) The Design Consultancy Firm shall prepare for the Employer's approval preliminary diagrams showing the general functional relationship for both personnel and operations.
- ii) The design consultant shall consult the client/employer and/or it authorized representatives to certain the schedule and program of the said work as the structure lies in the heart of the city.
- iii) The Design consultant shall prepare work feasibility program depicting the methods of carrying out the work without covering much disturbance to the public/traffic.

### **5.3.3 STAGE III: DESIGN DEVELOPMENT STAGE**

- i)* Based on the approved Schematic Design and any adjustments authorized by the Client/Employer, the Design Consultancy Firm shall prepare, for approval by the Client/Employer, design Development drawings and other documents to fix and describe the size and character of the work.
- ii)* The Design Consultancy Firm shall outline broad specifications and preliminary cost estimates of Project for Client/Employer's approval.

### **5.3.4 STAGE IV: DETAILED DESIGN STAGE**

- i)* Based on the approved design Development documents, the Design Consultancy Firm shall prepare final working drawings with details for all aspects of works to enable tenders/ bids or quotations to be called.
- ii)* The Design Consultancy Firm shall obtain approval of Employer for the same.

### **5.3.5 STAGE V: CONSTRUCTION STAGE**

- i)* The Design Consultancy Firm shall provide required number of working drawings to the Employer and/or the main contractor for the project.
- ii)* Periodical supervision of the interior works and attend meeting to provide clarification at site as per schedule.
- iii)* Submission of as built drawings, completion drawings to the employer.

### **5.3.6 OBLIGATIONS OF THE ARCHITECT/DESIGN CONSULTANCY FIRM**

- i)* The Design Consultant shall carry out the services with due diligence and efficiency and in conformity with sound architectural, engineering, administrative and financial practices. They shall execute and complete the work in all respects to the satisfaction of the Employer and do all other things required to be done for such execution and completion.
- ii)* The Design Consultant shall promptly furnish to the Client/Employer such information relating to the services and the projects as the Client/Employer may from time to time reasonably request.
- iii)* The consultants may be required to carry out the all additional services related with this project, if ordered by the client/employer during contract period at the mutually agreed rate, for the services where no financial cost should be provided against them in the financial proposal.

### **5.3.7 APPROVAL BY THE EMPLOYER**

After the Design Consultancy Firm have submitted the necessary documents for a particular stage, the Client/Employer will give the approval in a reasonable time.

### **5.3.8 TIME PERIOD FOR THE SERVICES**

- i)* Time period envisaged for the project is **09 months** or 30days beyond completion of project, whichever is later from date of signing of contract.. All works, final reports, drawings and documentation shall be completed within this time schedule.
- ii)* If the project gets delayed by any reasons what so over, no additional cost will be payable to the consultant for these services.
- iii)* Client/Employer shall arrange to give approval on all sketches, drawings, reports and recommendations and other matter and proposals submitted for decision by the Consultant in a reasonable time frame.

- iv) The Design Consultancy Firm should arrange a minimum one meeting every month with the client/employer for coordination and planning purpose starting from date of commencement consultancy contract. Team Leader or Resident Architect with the other required Team Members will attend the meeting. The Team Leader or Resident Architect will take the note of the Meeting and issue the Minutes of the Meeting after approval of the Employer.
- v) Defect Liability period of 12 months after completion of services, shall be applicable.

### 5.3.9 PROJECT TEAM AND PROJECT OFFICE OF THE CONSULTANT

- i) The Consultants shall be required to form a multi-disciplinary team for this assignment. The consultant team shall be manned by adequate number of experts with relevant experience in the execution of similar detailed design assignments.
- ii) List of suggested key personnel to be fielded by the consultant is given at **Enclosure I**,
- iii) A Manning Schedule for key personnel mentioned above is also given at **Enclosure I**, along with broad job description and qualification as given at **Enclosure II**, The information furnished in **Enclosures I & II** are to assist the Consultants to understand the client's perception about these requirements and shall be taken by the Consultants for the purpose of Financial Proposal and deployment schedule etc. in technical proposal to be submitted by them.

### 5.3.10 REPORTS TO BE SUBMITTED BY THE CONSULTANT TO BRIDCUL:

Following reports for the balance work shall be submitted by the consultant:-

- i) **Volume – I, Report:** The testing Report shall contain details test proposed for the structure.

All test reports must be vetted by IIT/approved, Govt. Institution.

- ii) **Volume – II, Technical Specifications:** The Technical Specification for the different components of the project, required for completion of the project, shall be submitted to the Employer in this report.
- iii) **Volume – III, Rate Analysis:** This volume will present the analysis of rates based on CPWD data book for all items of works. The details of unit rate of materials at source, carriage charges, any other applicable charges, labour rates, and machine charges as considered in arriving at unit rate of each item will be included in this volume.
- iv) **Volume – IV, Bill of Quantities:** This volume shall contain detailed Bill of Quantities for item of works proposed by the consultant.
- v) **Volume – V, Drawing Volume:** All drawings forming part of this volume shall be 'good for construction' drawings. The following drawings required for execution of the project shall be examined by the consultant, if already prepared by the earlier consultant, otherwise shall be prepared afresh and good for construction drawing from these fresh drawings shall also be prepared:-

- a. structural drawings for re-strengthening of the foundation in a Plan and Cross Sections.(vetted drawings)
- b. Lay-out plans.
- c. Detailed Working Drawings for individual components of the existing structure.
- d. All drawings will be prepared in A2/legible size sheets. The format for plan, cross-section and profile drawings shall be finalized in consultation with the concerned BRIDCUL officers.
- e. The typical cross-section drawings should include all details, as required

- vi) **Final Report, Tender Documents of balance works, as built Drawings, Completion Drawings & Certificates**



The Final Report, Tender Documents and Drawings, Completion certificate & NOC by competent authorities, as required incorporating all revisions deemed relevant following receipt of the comments from Client/Employer on the draft Report and comments of other statutory bodies shall be submitted as per the schedule given in **Enclosure –III.**

#### **5.3.11 INTERACTION WITH CLIENT/EMPLOYER**

- i)* During entire period of services, the Consultant shall interact continuously with Client/Employer as per the contract and provide any clarification as regards methods being followed any carry out modification as suggested by Client/Employer. A programme of various activities shall be provided to Client/Employer and prior intimation shall be given to Client/Employer regarding start of key activities, so that inspections of BRIDCUL officials could be arranged in time.
- ii)* The consultant is required to certify that the work is carried out at the site as per approved drawings, norms and bye-laws and submit their report periodically as specified in **Enclosure-III.**
- iii)* All equipment, software and books etc. required for satisfactory services for this project shall be obtained by the Consultant at their own cost.

#### **5.3.12 DATA AND SOFTWARE**

The CDs containing all basic as well as the processed data from all field studies and investigations, report, appendices, annexure, documents and drawings, whatever applicable, shall be submitted to Client/Employer at the time of the submission of the Final Report. The data can be classified as follow:

- i.* **Rate Analysis:** The Consultant shall submit the rate analysis for various works items, which is not included in DSR, including the data developed on computer in this relation so that it could be used by the Client/Employer later for the purpose of updating the cost of the project.
- ii.* **Design & Drawing::** The Consultant shall submit the Design, drawing & as built Drawing for various applicable items including the data developed on computer in this relation so that it could be used by the Client/Employer later for the purpose of future reference.

The CDs should be properly indexed and a catalogue giving contents of all CDs and print-outs of the contents (data from field studies and drawings) shall be handed over to Client/Employer at the time of submission of the Final Report.

#### **5.3.13 COPYRIGHT**

All the drawings shall become the absolute property of the Client/Employer and the consultant shall have no right to use the same anywhere else. Such drawings and designs shall not be issued to any other person, firm or authority or used by the Architectural Consultant for any other project. No copies of any drawings or documents shall be issued to anyone except the Client/Employer and/or his authorized representatives.

#### **5.3.14 SITE VISITS**

During the execution (Construction Stage) of the project, the consultant is required to visit the site. as per enclosure-1 or requested by BRIDCUL. Additional visits more than mentioned in enclosure-1 (Manning Scheduled) on the request of BRIDCUL if any, required during construction stage shall be paid at the rate of Rs. 2500.00 per visit.

#### **5.4 PAYMENT OF CONSULTANCY FEES:**

- 5.4.1 The BRIDCUL agrees to pay to the appointed Consultant the fee for the professional services to be rendered by him, for the stipulated schedule of services as accepted by the

- BRIDCUL in the letter of appointment.
- 5.4.2 Service tax applicable on the consultancy fees shall be paid by the BRIDCUL.
- 5.4.3 Statutory charges/fees payable to any local authority for obtaining statutory approvals for commencement/Completion /occupation of the building shall be paid by BRIDCUL on demand by the competent authorities.
- 5.4.4 The Consultant shall have to submit the self attested copy of his PAN No. along with the RFP Document.

## 5.5 PAYMENT SCHEDULE

- 5.5.1 Payments to the consultant shall be “on account” and shall be adjusted against the final bill.
- 5.5.2 All payments shall be subject to Income Tax deduction at source.
- 5.5.3 The Consultant shall be paid for each of the services in the schedule as far as possible by 14<sup>th</sup> working day after the day of submission of the bill, complete in all respect to the Project Manager in the various stages as follows:

### A) PAYMENT AT DPR STAGE:-

Payable fee =40% of amount quoted in Annexure VI:-

1.	On approval of Concept Planning and Master Plan by the Client/Govt.- Deptt.	<b>30% (Thirty percent)</b> of the payable fee as above.
2.	Approval of documents from statutory bodies (if any)	<b>15% (Fifteen percent)</b> of the payable fee as above.
3.	On submission of DPR in Hard & Soft copy approval by the client/Govt. Deptt.	<b>15% (Fifteen percent)</b> of the payable fee as above.
4.	On submission of Detailed Design Report including Proof checked Detailed Structural Drawings	<b>40% (Forty percent)</b> of the payable fee as above.

- Note:** (i) 5 % security deposit will be deducted from each running bill which shall be released after two months of completion of project and shall work as performance guarantee during the construction stage.
- (ii) Till finalization of project cost as per Annexure VI, the cost of the project shall be assumed as Rs 50 Lac. However, the final cost of the project will be the cost approved by the Finance Deptt of Govt of Uttarakhand.
- (iii) The project shall be divided into number of phases which will be done in consultation with BRIDCUL/ User department as per availability of funds. Tentatively it is assumed that the project is divided in two phases as given in Annexure-I. The Consultant is required to submit the master plan for the entire project with phasing/ zoning. However, the DPR shall be submitted as per phasing/ zoning as per requirement of BRIDCUL/ user department and the payment shall be made to the consultant accordingly.

### B) PAYMENT AT CONSTRUCTION STAGE:-

Payable fee =60% of amount quoted in Annexure VI:-

1.	On submission of Detailed Working Drawings for all stages of construction	
	On completion of following sub-stages.	
	i) Completion of foundation level.	20% of the payable fee as above.
	ii) Completion of superstructure work including brickwork and plaster work.	40% of the payable fee as above.
	iii) Completion of Retro-fitting/Renovation & Finishing works.	40% of the payable fee as above.

**Note:** 5% Security Deposit will be deducted from each running bill, which shall be released after two months of completion of the work and shall work as Performance Guarantee during the construction stage..

#### **5.6 PERFORMANCE GUARANTEE:**

- 5.6.1 The Consultant shall submit an unconditional Performance Guarantee of 5% (Five Percent) of the consultancy fee or Rs. 100000 whichever is more for proper performance of the contract. The performance guarantee shall be in the form of bank FDR/P.O NSC or Bank guarantee from a nationalized/scheduled Bank valid for **16 months** in the prescribed Performa at **Annexure-V**, notwithstanding and/ or Guarantee without prejudice to any other provisions in the contract within **07** days of issue of Letter of Acceptance.
- 5.6.2 In case, the Consultant fails to deposit performance guarantee within 07 days of issue of letter of acceptance, the offer of appointment of Architectural consultant shall stand cancelled.
- 5.6.3 Performance guarantee shall be released after 2 months from date of completion of work.

#### **5.7 FORFEITURE OF PERFORMANCE GUARANTEE:**

When the consultant has made himself liable for action under any of the clauses aforesaid, the Engineer-in-Charge on behalf of the BRIDCUL shall have powers:

- 5.7.1 To determine or rescind the contract as aforesaid (of which termination or rescission notice in writing to the contractor under the hand of Engineer-in-Charge shall be conclusive evidence) upon such determination rescission, the Security Deposit already recovered and Performance Guarantee under the contract shall be forfeited and placed absolutely at the disposal of the BRIDCUL.
- 5.7.2 In case the consultant fails to complete the work, the BRIDCUL, without prejudice to rights and remedies available under the agreement shall forfeit Performance Guarantee in cash and/or by en-cashing the Bank Guarantee.

#### **5.8 ADDITIONS AND ALTERATIONS:**

The BRIDCUL shall have the right to make changes, additions, modifications or deletion in the design and drawings or any part of work and instructions given in writing for any such additions / alterations, deletions during the progress of the work and the same shall be complied by the consultant without any extra cost.

#### **5.9 TIME SCHEDULE:**

- 5.9.1 The date of commencement of project will be reckoned from the seventh day of the date of signing of the contract.
- 5.9.2 Completion of various professional services/activities shall be achieved within the time frame as per **Annexure-II & Enclosure-III** from the date of commencement of the consultancy.
- 5.9.3 As the project has to be completed on fast track, the work shall be carried out with due diligence and as per time frame **Annexure-II**. In case of any delay / default, performance/deficiency by the Consultant, to the agreed time schedule, for pre commencement activities the Consultant shall pay by way of agreed compensation and amount equivalent to 0.25% (Zero decimal two five percentage) of the total amount of fee payable for each stage for each week of delay subject to a maximum of 10% (Ten percent) of the fee quoted for the services.

#### **5.10 EXTENSION OF TIME**

- 5.10.1 If the consultant shall desire an extension of time for completion of the work on the grounds of his having been unavoidably hindrance in its execution or on any other ground he shall apply in writing to the BRIDCUL within seven days of the date of hindrance on account of which he desires such extension as aforesaid.
- 5.10.2 The BRIDCUL after satisfying itself about the reasonableness of grounds may grant extension of time which shall be final and binding as in his opinion be justified and communicate the same in writing. Wherever such extension of time is granted, it would be without prejudice to the rights of BRIDCUL to take any other action under the provisions of the Contract. Any extension of time granted as stated above shall neither entitle the

consultant to any claim for increase in their fees nor shall it release him from any of the obligations under the said agreement.

5.10.3 The consultant shall extend the validity of his Performance Guarantee if warranted on account of extension of time.

**5.11 OUTPUT/DESIGN SUBMITTALS OF THE CONSULTANCY:-**

5.11.1 The output of the consultancy and any other details envisaged under this agreement shall be supplied as specified in the following table:

<b>S.No</b>	<b>Description</b>	<b>No of Copies</b>	<b>Scale</b>
1	Structural Drawings.	4 copies	1:50
2	Drawings for submission to local / statutory authorities.	As Reqd. by local/ statutory authorities.	As Reqd.
7	Detailed Estimate of proposed work.	4 copies	-
8	Detailed Working Drawings for execution of work (Good for Construction drawings)	4 copies	1:20/ 1:10
9	A soft copy of all drawings in AutoCAD and that of reports and statements in relevant soft form.	4 CDs	-
10	Completion drawings and completion certificate	4 copies	-

5.11.2 The BRIDCUL shall be supplied with such drawings along with one reproducible copy in A-0/A-1 size. If there is any revision of any detail in any drawing for any reason whatsoever, same number of drawings shall be reissued after such corrections without any extra charge.

5.11.3 All drawings (Architectural, structural and services) shall be prepared by using latest version of AutoCAD or latest software.

**5.12 COPYRIGHT**

5.12.1 All these drawings shall become the absolute property of the BRIDCUL and the consultant shall have no right to use the same anywhere else. Such drawings and designs shall not be issued to any other person, firm or authority or used by the Architectural Consultant for any other project. No copies of any drawings or documents shall be issued to anyone except the BRIDCUL and/or its authorized representatives.

5.12.2 All design calculations along with original Architectural/Structural drawings on computer floppy/CDs shall be submitted for proof-checking/ record and shall be the property of the BRIDCUL.

**5.13 RESPONSIBILITY FOR ACCURACY OF PROJECT DOCUMENT**

The Consultant shall appoint a team leader for this project who shall be an architect with sufficient experience and should have designed/supervised renovation/retrofitting/re-strengthening of similar work. His CV shall be submitted to the BRIDCUL within 7 days of signing of the agreement for approval of BRIDCUL. He will regularly interact with the officers of the BRIDCUL and will be responsible for timely submission of the requisite reports/document. The Consultant shall be responsible for accuracy of the data collected by them directly or procured from other agencies/authorities, the designs, drawings, estimates and all other details prepared by them as part of these services. The Consultant shall indemnify the BRIDCUL against any inaccuracy in the work, which might surface during implementation of the project. The Consultant shall also be responsible for correcting, at his own cost and risk, the drawings including any re-designing and correcting layout/design etc. if required during the execution of the Services, without any extra cost.

**5.14 IDENTIFICATION:**

The Consultant shall fully indemnify and keep the BRIDCUL indemnified against any

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

#### **5.15 GUARANTEE:**

- 5.15.1 The Consultant shall agree to redesign at his cost any portion of his engineering and design work, which due to his failure to use a reasonable degree of design skill shall be found defective.
- 5.15.2 The BRIDCUL may make good the loss by recovery from the dues of the Consultant in case of failure to comply with the provisions of the above clauses.

#### **5.16 DETERMINATION AND RESCISSION OF AGREEMENT:**

- 5.16.1 The BRIDCUL without any prejudice to its right against the Consultant in respect of any delay by notice in writing absolutely determine/ rescind the consultancy contract in any of the following cases:
  - i) If the Consultant, being a firm/ company shall pass a resolution or the court shall make any order that the firm/ company shall be wound up or if a Receiver or a Manager on behalf of the creditor shall be appointed or if circumstances shall arise which entitle the court to appoint a Receiver or a Manager or which entitled the court to make up a winding order.
  - ii) If the Consultant commits breach of any of the terms of the agreement.
- 5.16.2 When the Consultant has made himself liable for action under any of the clauses aforesaid, the BRIDCUL shall have power: -
  - a. To determine / rescind the agreement:
  - b. To engage another Consultant to carry out the balance work debiting the Consultant the extra amount, if any, so spent for getting the balance work done. This amount would be in addition to the penalties imposed under clause no. 5.9.3 herein above provided further that the Architectural Consultant shall not be entitled to any difference of cost if the balance work is done at a cost less than the contract value.
- 5.16.3 The decision of the Managing Director regarding the grounds for determination of the agreement by the Engineer- in- charge shall be final and binding.

#### **5.17 DISPUTES**

- 5.17.1 If the Consultant believes that a decision taken by the Engineer was either outside of authority given to the Engineer by the Contract or that the decision was wrongly taken item decision of the engineer shall be referred to the dispute review expert (DRE) within 11 days of the notification of the Engineer's decision.
- 5.17.2 The DRE for various projects will be Chief General Manager (Projects)

#### **5.18 PROCEDURE FOR DISPUTES**

- 5.18.1 The Dispute Review Expert shall give a decision in writing within 28 days of receipt of a notification of dispute.
  - 1. If the Consultant is dissatisfied with the instructions or decision of the Dispute Review Expert, the Consultant may, within 15 days of the receipt of the decision, appeal to the MD, BRIDCUL who shall afford an opportunity to the Consultant to be heard, if the latter so desires, and to offer evidence in support of his appeal. The MD, BRIDCUL shall give his decision within 30 days of receipt of Consultant's appeal. If the Consultant is dissatisfied with this decision, the Consultant shall within a period of 30 days from receipt of the decision, give notice to the MD, BRIDCUL for appointment of arbitrator failing which the said decision shall be final binding and conclusive and not referable to adjudication by the arbitrator.

2. Except where the decision has become final, binding and conclusive in terms of Sub Para (i) above, disputes or difference shall be referred for adjudication through arbitration by a sole arbitrator appointed by the MD, BRIDCUL. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another sole arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.
3. It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the rejection by the MD, BRIDCUL of the appeal.
4. It is also a term of this contract that no person, other than a person appointed by MD, BRIDCUL as aforesaid should act as arbitrator.
5. It is also a term of this contract that if the Consultant does not make any demand for appointment of arbitrator in respect of any claims in writing as aforesaid within 115 days of receiving the intimation from the Engineer-in-charge that the final bill is ready for payment, the claim of the Consultant shall be deemed to have been waived and absolutely barred and the BRIDCUL shall be discharged and released of all liabilities under the contract in respect of these claims.
6. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) or any statutory modifications or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.
7. It is also a term of this contract that the arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each dispute and claim referred to him and in all cases where the total amount of the claims by any party exceeds Rs. 1,00,000/- the arbitrator shall give reasons for the award.
8. It is also a term of the contract that if any fees are payable to the arbitrator, these shall be paid equally by both the parties.
9. It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees, if any, of the arbitrator shall if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.
10. The arbitration shall be conducted in accordance with the arbitration procedure stated in the Clause no. 5.20 below.

#### **5.19 REPLACEMENT OF DISPUTE REVIEW EXPERT.**

Should the Dispute Review Expert resign or die, or should the Employer and the Consultant agree that the Dispute Review Expert is not fulfilling his functions in accordance with the provisions of the Contract, a new Dispute Review Expert will be appointed by the Managing Director, BRIDCUL.

#### **5.20 ARBITRATION:**

- 5.20.1 Excepting the decisions taken by the Managing Director, BRIDCUL, all disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this contract or the breach thereof shall be settled by arbitration by a reference to the sole arbitrator or the person appointed by the Managing Director, BRIDCUL and the award made in pursuance thereof shall be binding on the parties. Such arbitration shall be governed by the Indian Arbitration and Conciliation Act, 1996.
- 5.20.2 It is also the term of this agreement that consultant shall have no objection whatsoever, in the

appointment of an officer of the BRIDCUL as the sole Arbitrator by the Managing Director.

**5.21 FORECLOSURE OF CONTRACT DUE TO ABANDONMENT OR REDUCTION IN SCOPE OF WORK.**

If at any time after acceptance of the consultancy tender, the BRIDCUL decides to abandon or reduce the scope of the work for any reason, the Engineer- in- charge shall give notice in writing to that effect to the consultant and the consultant shall act accordingly in the matter. The consultant shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the work. Further, the consultant shall not have any claim for compensation by reasons of an alteration having made in the scope of work which shall involve any curtailment of work as originally contemplated. However, the consultant shall be paid at contract rates full amount for works executed to the extent and accepted by the Engineer-in-charge.

**5.22 MODIFICATION.**

a) Modification of the terms and conditions of this contract, including any modification of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clause 5.23 hereof, however, each party shall give due consideration to any proposals for modification made by the other Party.

b) In case scope of work is increased on account of requirement of additional facilities, the consultant shall be paid for additional DPR in the same proportion as their quoted fee for the present scope of work with respect to the sanction amount of DPR excluding centage & contingency.

**5.23 OPERATION**

The parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause shall or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute to arbitration in accordance with Clause 5.17 section 5.

**5.24 KEY PERSONNEL**

- a) The Consultant shall submit the CVs of key personal as mentioned in table below before finalization of Contract Agreement.
- b) Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract.
- c) If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.

**Enclosure-I**

**Manning Schedule**

SI. No	Key Personnel	Total Project Assignment in Man months		
		At Design Office during planning stage providing GFC drawings and planning & design of	At Design Office during construction stage	Minimum No. of man days at site during construction stage

		additional services).		
1.	Team Leader – Cum- Chief Engineer	One month from date of commencement of the contract	During full construction period	Minimum 5 visits during construction stage as per site requirement or requested by BRIDCUL.
2.	Resident Engineer/ CAD Expert	One month from date of commencement of the contract	During full construction period	Minimum 12 visits during construction stage as per site requirement or requested by BRIDCUL.
3.	Structural Engineer (Civil)	As and when required.	As and when required.	Minimum 9 visits during construction stage as per site requirement or requested by BRIDCUL.



Note:

1. A feedback report will be submitted in writing within 3 days of visit by key personal to the BRIDCUL.
2. If Construction period of main project or any other sub work increased, manning scheduled will be adjusted accordingly without any extra cost payable to Design Consultancy Firm.
3. Monthly/Weekly meeting with the Client/Employer and contractors will be held.
4. If the contract period of the project will be extended due to any reason, the minimum number of visit of the design team during construction stage, as described above will be incidental to the contract.

**5.25 Penalty:**

Penalty shall be imposed on the consultants for poor performance/deficiency in service as expected from the consultant and as stated in General Conditions of contract. The Design Consultancy Firm is required to submit the report as per schedule given in **Annexure-II & Enclosure-III** The Design Consultancy firm is supposed to pay the site visit as per schedule given at Enclosure I. If the Design Consultancy Firm fail to adhere to the time limits a penalty of Rs. 10,000.00 (Rupees Ten Thousand Only) per visit/per week delay of submission of reports/documents may be imposed.

**Enclosure-II**

**Details of Qualification and Experience Requirement of Key Personnel**

**I. Team Leader-cum- Chief Engineer**

<b>i)</b>	<b>Educational Qualification</b>	
	Essential	M.Tech/ ME in Structural Design
	Desirable	PhD in structural
<b>ii)</b>	<b>Essential Experience</b>	
	<i>a)</i> Total Professional Experience	Minimum 15 years
	<i>b)</i> Experience in multistory building	Minimum 2 similar projects.
	<i>c)</i> Experience in similar capacity	Minimum 8 years
<b>iii)</b>	<b>Details of any prize winning performance/special achievement</b>	Optional

**Duties:** The Team Leader will be overall in-charge of the project throughout the period of the contract period and coordinate with all other experts of this contract and other contract of the project. He shall be directly responsible for design, planning and execution of the project and regulating the civil work contracts relating to this project. For this purpose, he shall be assisted by Key Personnel and other support engineer/personnel. He shall deal directly with the Key Personnel/Sub-consultants and other support staff to ensure design planning and the construction process is well controlled as per established specification controls to avoid later quality control stage problems. He will interact with the Engineer-in-charge and the Client/Employer.

All the drawings, design and other documents prepared by the Design Consultancy Firm shall be crosschecked by him before submission to the employer. All the drawings and documents etc. shall be signed before issue.

**Duties, Qualification and Experience Requirement of Key Personnel****2. Resident Engineer**

<b>i)</b>	<b>Educational Qualification</b>	
	Essential	B.tech /BE in Civil Engineering
	Desirable	Post Graduate in Civil Engineering
<b>ii)</b>	<b>Essential Experience</b>	
	a) Total Professional Experience	Minimum 5 years
	b) Experience in multistory building	Minimum 1 similar projects.
	c) Experience in similar capacity	Minimum 5 years

**Duties:** He will be reporting and assisting the Team Leader in planning and designing of the project and also for all the other activities related to the project. His main areas of working will be focused to the planning of the building and insures for timely execution at site. He will be required throughout the currency of the project. He will be responsible for quality of the all works in the project and layout setting of the works.

**Enclosure-III**

**Schedule for Submission of Reports and Documents  
Submission Time w. e. f Date of Commencement of Consultancy Services**

<b>No . of sets</b>	<b>Activity</b>	<b>No. of sets</b>	<b>Time period for assignment from the date of award</b>
1	Monthly Certificate for satisfactory execution of work at site as per approved drawing and bye-laws.	2	7th of every month.
1 A	Detailed specifications BoQ/ Price BoQ/ document/ specifications of balance work as specified in TOR.	6	21 days
1 B	<b>Submission of Good for Construction Drawings/Working drawings after vetting from third party.</b>	6	15 days. (The good for construction drawings urgently required for on-going works at site, shall be made available within 7 days)
2	Completion certificate & NOC from Appropriate Authority/any other authorities, as required.	1	One month of the completion of all related works.
3	Completion drawings (as built drawing) in hard & soft form.	6	One month of the completion of project.

**Note: Time taken by the statutory bodies in issuing the completion/requisite certificates or delay in issuing the approval by the Client/Employer will not be taken in account for imposing penalty.**



**TIME FRAME FOR VARIOUS STAGES**  
**MILE STONE**

1	Submission of good for construction drawings duly vetted by IIT or any other structural engineer approved by govt. of uttarakhand.	02 Weeks	
2	Other services and drawings	<b>As per BRIDCUL requirement</b>	Construction of Civil Work

**AGREEMENT**

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

This agreement made on this \_\_\_\_\_ day of \_\_\_\_\_ between BRIDCUL, a Corporation incorporated under the Companies Act, 1956 and having its Office at Avasthapna Bhawan, 583-TH, Opp. Govt. ITI, Niranjapur, Majra, Saharanpur Road, Dehradun (hereinafter referred to as 'BRIDCUL') which expression unless excluded by or repugnant to the context shall include their successors and assigns of the one part and M/s. \_\_\_\_\_ having their Registered office at \_\_\_\_\_ (hereinafter referred to as 'Architectural consultant') which expression, unless excluded by or repugnant to the context, shall include their successors and assigns of the other part.

Whereas the BRIDCUL is desirous of obtaining the consultancy for Architectural Structural and Interior design with Engineering Design of specified services for preparation of DPR for **Providing Consultancy Services For Design & Planning "Retro-Fitting, Strengthening & Renovation of Clock Tower (Ghanta Ghar) at Dehradun.** in accordance with the general requirements and conditions hereinafter appearing and whereas the Architectural consultant has agreed to provide the same.

The following documents attached hereto shall be deemed to form an integral part of this Contract

- a. RFP document containing Schedule of Financial Quote.
- b. The following appendices:-
  - Appendix A: Minutes of pre-bid meeting.
  - Appendix B: Copy of letter of acceptance.
  - Appendix C: Performance Guarantee in the form of Bank Guarantee.

**"The contract is subject to the jurisdiction of Court at Dehradun only."**

In Witness whereof the parties hereto have set their respective hands and seals in the day and the year first above written.

Signature and delivered by

-----

Architectural consultant

Signed and delivery by

-----

For and on behalf of the BRIDCUL

Project Manager,  
BRIDCUL,Dehradun

In presence of

1. -----

2. -----

1. -----

2. -----

**SCHEDULE OF DESIGN PARAMETERS**

<b>Sl. No.</b>	<b>Description of item</b>	<b>As per Recommendation</b>
	Bearing capacity taken for design of foundation	
	Recommendation for expansion joints consideration of top most nodes deflection of the building	
<b>Materials</b>		
	1- Grade of concrete Footing	
	2- Grade of concrete Beams	
	3- Grade of concrete Slabs	
	4- Grade of concrete Columns	
	5- Grade of concrete Others	
	6- Grade of Steel	
	7- Mix of PCC	
<b>Unit weight of materials</b>		
	RCC	
	PCC	
	Brick Masonry (230 thk with plaster)	
	Brick Masonry (115 thk with plaster)	
	Soil	
<b>Loading</b>		
	<b>Dead load [as per IS 875 (Part 1)]</b>	
	Loading of 230mm thick wall	
	Loading of 115mm thick wall	
	Recommended Parapet wall	
	RCC Slab load	
	Stair case dead load	
	<b>Live load [as per IS 875 (Part 2)]</b>	
	Passage	
	Stairs	
	Terrace	
	Live load in term of floor load / plate load	
	Live load in heavy crowded area	
	Live load in low crowded area	

	<b>Seismic Load (As per IS 1893:2002 &amp; IS 13920: 1993)</b>	
	Zone	
	Zone Factor	
	Importance Factor	
	Response Reduction Factor	
	Damping	
	Ductile detailing as per IS 13920:1993	
	Earth pressure in balconies	
	<b>Wind Load [as per IS 875 (Part 3) ]</b>	
	Zone	
	Basic Wind speed	
	Design Wind speed	
	<b>Deflections</b>	
	a) Vertical deflection	
	1. Due to temperature, creep and shrinkage	
	2. Due to shrinkage occurring after erection of partitions and application of finishes.	
	b) Horizontal deflection	
	1. Drift due to earthquake.	
	2. Drift due to wind	
	<b>Drawing Presentation</b>	
	Column layout	
	Beam sections	
	Slab sections	
	Foundation section	
	Typical detail	
	Centre line spacing	
	Co-related with architectural drawing	
	Details specifications	
	Other details of water tank, stair case etc.	
	Size changing detail of columns	
	Reinforcement changing details of column	

**Note:- Other design parameter, if required, for structural design of the project may also be given in the same format by the Structural Engineer / Consultant along with structural design & drawings.**

**PROFORMA FOR PERFORMANCE GUARANTEE  
(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)**

B.G No.:

DATE:

To

Project Manager

Bridge, Ropeway, Tunnel & Other Infrastructure Development Corporation of Uttarakhand Ltd.  
(BRIDCUL), Dehradun.

1. In consideration of you, "Bridge, Ropeway, Tunnel & Other Infrastructure Development Corporation of Uttarakhand Ltd (BRIDCUL)" having its head office at Avasthapna Bhawan, 583-TH, Opp. Govt. ITI, Niranjapur, Majra, Saharanpur Road, Dehradun (hereinafter referred as the "Corporation", which expression shall, unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of Rs. .... (Rupees ..... only) from M/s ..... (hereinafter referred to as the "Bidder" which expression shall, unless it be repugnant to the subject or context thereof include its, successors and assigns) for **Providing Consultancy Services For Design & Planning "Retro-Fitting, Strengthening & Renovation of Clock Tower (Ghanta Ghar) at Dehradun.** (hereinafter referred to as "the Project") pursuant to the RFP Document dated ..... issued in respect to the Project and other related documents hereinafter collectively referred to as "Bidding Documents"),

We, (Name of the Bank) having its registered office at ....., and one of its branches at .....(hereinafter referred to as the Bank) at the request of the Bidder do hereby in terms of clause 5.5 of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment and compliance of the terms and conditions of the Bidding Documents (i.e the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Corporation an amount of **Rs. .... (Rupees. ....only)** as performance guarantee (hereinafter referred to as the "Performance Guarantee") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfill or comply with all or any of the terms and conditions contained in the said Bidding Documents.

2. Any such written demand made by the Corporation stating that the Bidder is in default of the due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Corporation is disputed by the Bidder or not, merely on the first demand from the Corporation stating that the amount claimed is due to the Corporation by reason of failure of the Bidder to fulfill and comply with the terms and conditions contained in the Bidding Documents. Any such demand made on the Bank shall be conclusive as regards 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. This Guarantee shall be irrevocable and remain in full force for a period of ....(.....) months from the date of signing of the contract agreement inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Corporation and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
5. We, the Bank, further agree that the Corporation shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfillment and compliance with the terms



and conditions contained in the Bidding Documents and the decision of the Corporation that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Corporation and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.

6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
7. In order to give full effect to this Guarantee, the Corporation shall be entitled to treat the Bank as the principal debtor. The Corporation shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents.
8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
9. We undertake to make the payment on receipt of your notice of claim on us addressed to name of Bank along with branch address and delivered at our above branch which shall be deemed to have been duly authorized to receive the said notice of claim.
10. It shall not be necessary for the Corporation to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Corporation may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.
11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Corporation in writing.
12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.

**(Signature of the Authorized Signatory)**  
**(Official Seal)**

**Providing Consultancy Services For Design & Planning “Retro-Fitting, Strengthening & Renovation of Clock Tower (Ghanta Ghar) at Dehradun**

S.No.	Schedule of Consultancy	Consultancy fees In Rs.in lump sum including all taxes, except service tax
	<b>Providing Consultancy Services For Design &amp; Planning “Retro-Fitting, Strengthening &amp; Renovation of Clock Tower (Ghanta Ghar) at Dehradun.</b>	

**Total Rs.**

(Rupees -----  
\_\_\_\_\_ only)

Seal of consultant

Signature of the consultant

Place :

Date: