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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 अवस्थापना विकास निगम लिमिटेड

प्रधान कार्यालय: अवस्थापना भवन, 583-ठ, राजकीय आई0टी0आई0 निरंजनपुर के सामने, माजरा, सहारनपुर रोड, देहरादून— 248001

Ref/ 900 /BRIDCUL-128(VII)/20

Dated: 17/07/2020

**EMPANELMENT OF DESIGN AND DPR CONSULTANCY FIRMS FOR BUILDING WORKS**

RFP are invited from the Design and DPR Consultancy firms of building works for Empanelment in BRIDCUL. Interested Consultants can apply as per the prescribed form which can be downloaded from BRIDCUL website [www.bridcul.com](http://www.bridcul.com) under the title “Empanelment” & submit to the Managing Director BRIDCUL. The consultant already empanelled with corporation and wish to upgrade their category may also apply for up gradation.

Managing Director  
BRIDCUL

**BRIDGE, ROPEWAY, TUNNEL AND OTHER INFRASTRUCTURE  
DEVELOPMENT CORPORATION OF UTTARAKHAND LTD.**



**Request For Proposal  
For  
Empanelment of Consultants for Architectural and Design  
Consultancy of Building Projects**

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## REQUEST FOR PROPOSAL

### For

## EMPANELMENT OF CONSULTANTS FOR ARCHITECTURAL AND DESIGN CONSULTANCY OF BUILDING PROJECTS.

### 1. General:

- 1.1. BRIDCUL is a premier organization of Government of Uttarakhand with a mandate for infrastructure development viz. construction of buildings, bridges, roads, ropeways, tunnels, flyovers and other infrastructure projects, within and outside the State.

BRIDCUL intends to invite Request for Proposals (RFP) from reputed and capable Architectural Consultants and Structural Designers for empanelment for the Consultancy work of preparation of Architectural and Design and drawings of building projects on rate contract basis. The consultants should have the experience of working for CPWD, Railways, MES, P&T Dept., State PWD's, Semi Govt. Organizations, Central or State Govt./PSUs, etc.

The RFP can be obtained from the office on payment of non-refundable document cost of Rs. 3000.00 + 18% GST through DD/Pay order issued from any Scheduled/Nationalized bank in favour of Managing Director, BRIDCUL, payable at Dehradun. The RFP can also be downloaded from website [www.bridcul.com](http://www.bridcul.com) (under the title empanelment) and submitted on or before the due date along with the payment as above.

Date of issue of RFP document	--	15/07/2020
Date of uploading of RFP document	--	17/07/2020
Last date of receipt of Proposals in the office	--	Continue

The proposals should be submitted in sealed envelopes. Envelope should contain the RFP document cost (if downloaded from the website), eligibility documents, technical proposal with duly signed letter and copy of Annexure-J from authorized signatory regarding they are ready to work as per rate decided by BRIDCUL as mentioned in **Annexure-J**. Consultants already empanelled with BRIDCUL need not to apply.

## 2. Objectives:

2.1 BRIDCUL requires the services of suitably qualified architectural and design consultancy firms having experience in preparation of Detailed Project Report (DPR) of various infrastructure works for various central/ state govt./ externally funded projects, to provide architectural and design consultancy services in order to ensure that construction works are planned and designed in accordance with the standards fixed by the national standards/ codes to the satisfaction of the BRIDCUL. The consultancy firm will be required to have team of suitably qualified & experienced architects, engineers and other professionals with modern designing, drawing and planning software and facilities.

## 3.1 Scope of Consultancy:

3.1.1 The successful bidder shall submit the DPR consisting of following volumes:

- (a) Main Report including detailed Topographical Survey/ Contour Plan, Demolition Report of existing building the cost of which shall be borne by the consultant. Geotechnical Investigation will be carried out by the consultant in consultation with the BRIDCUL.
- (b) Detailed Estimate with Details of Measurement & Bill of Quantity (BOQ) with complete nomenclature, specifications as per State PWD/CPWD schedule of rates with code No. (Building wise and head wise, separately)  
Rate Analysis
  - i. Delhi Schedule of Rates (DSR) as directed by BRIDCUL with applicable index.
  - ii. Rate analysis of those items, which are not available in Uttarakhand State PWD schedule of rates, but are available in DSR based on CPWD rates, be taken after taking cost index for that particular block/ district.
  - iii. Rate analysis of non schedule items shall be prepared with market price list from vendors along with other supporting documents.
- (c) Technical Specification.
- (d) Drawings (Architectural, structural and working drawings).
- (e) Design Report for various items of work.
- (f) Material Report & schedule of finishes (Justification of suitability of material shall be provided, if required by client.
- (g) Power Point presentation shall be given by the consultant in due stages when ever required by Client / Employer/ User Department along with 3D view.
- (h) Proof-checking of the drawings and design shall be got done from any of the following institutions:
  - (a) IIT, Kanpur
  - (b) IIT, Banaras (BHU)
  - (c) IIT, Delhi
  - (d) IIT, Mumbai
  - (e) IIT Roorkee
  - (f) C.B.R.I.

**Note:** The detailed design report including detailed structural drawing for proof checking and detailed working drawings by the consultant from any reputed engineering institution/structural consultant empanelled with Govt. of Uttarakhand as directed by BRIDCUL that must be submitted along with the DPR for Principal Approval of Client.

### 3.1.2 ARCHITECTURAL DESIGN:

- a) This shall include detailed discussions with the BRIDCUL, User department & concerned statutory bodies, Evaluation of Site, Analysis and impact of existing structures, if any/ proposed development of its immediate environments etc. and ascertaining Local Bye-laws, Ground/ design controls applicable to the site of work, details of various approvals required from Local/ Statutory Authorities.
- b) Modifying the conceptual designs incorporating required changes by the BRIDCUL /Diary Development Dept. Govt. of Uttarakhand.
- c) Preparation of layout plans indicating features like internal and external, water supply, sanitary installations, storm water drainage, rain water harvesting system, landscaping, internal roads, paved areas, internal and external electrical installations compound lighting, etc. or as required, which shall be in accordance with bye- laws of local/statutory authorities and obtaining approval of BRIDCUL.
- d) The layout plan shall include an area statement giving details of permissible FAR, ground coverage, setbacks etc., and actual built up area generated vis-à-vis schedule of accommodation. The site plan shall show services such as water supply, sewer lines, road lighting, underground tank etc. (True to scale).
- e) Preparation of preliminary drawings using Auto CAD for various floors, toilets, staircases, etc. explaining the general planning with schedule of internal and external materials and finishes and dimensions. Internal and external Plumbing/Electrical layout, fire fighting system, UPS and location of channels for electric cables, telephone, LAN and other conduits for services, complete in accordance with the relevant National Building Code/local Bye laws including all drawings and obtaining approval of BRIDCUL and submission of preliminary project report and obtaining approval of the BRIDCUL.
- f) Submission of plans/drawings to local civic bodies for obtaining approval of the Local/Statutory authorities according to the applicable acts, laws, regulations etc. and make any changes desired by such authorities at no extra cost. The approved documents in original shall be submitted to BRIDCUL for its reference and record.
- g) Preparation of detailed drawings consisting of floor plan at each level, reflected ceiling plans at each level including coordinated lighting and service features, external elevations, internal elevations, cross sections and longitudinal sections, lighting

outfit/switching plan, plumbing and schematics, interior fit out including structural, electrical & other equipment, communication systems, fire fighting systems, power management systems, wastewater management system, rain water harvesting, landscaping and horticulture etc. all pertaining to various specialist services and disciplines.

- h) Preparation and submission of detailed designs, drawings and documents for all internal utility services like plumbing, fire fighting, electrification, telephones, acoustics and other specialized services etc. or as required as per the requirements of the Project suitable for construction and release to site.
- i) Preparation and submission of detailed designs, drawings and documents for all external utility services like water supply, sewerage, storm water drainage, fire hydrants schemes, rain water harvesting, water supply intakes arrangements, telephone system and other related schemes and any other specialized services as per Project requirement suitable for construction and release to site including getting necessary approvals from BRIDCUL.
- j) Submission of final detailed project report as per details given at Para 3.1.1

### 3.1.3

#### **STRUCTURAL DESIGN:**

- a) The building shall be designed to withstand static/dynamic loading (**wind/seismic load as per zone**) 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/NBC, along with soft copies. The structural drawing showing the reinforcement details / bar bending schedule 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 **Appendix-A**.
- 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.
- e) The cost of proof checking done by the IITs shall be borne by the bidder. No Extra Changers will be paid for it by BRIDCUL, other than the overall accepted offer cost of the bidder.

#### 3.1.4 **SERVICES DESIGN**

The design for the following services shall be carried out as per the provisions of the design brief for respective services and shall be approved by BRIDCUL.

- a) **ELECTRICAL (External & Internal), HVAC & COMMUNICATION SYSTEMS etc.**
- b) **WATER SUPPLY & PLUMBING SYSTEMS etc.**
- c) **SEWAGE DISPOSAL SYSTEM (Septic Tank, Soak Pit) or S. T. P. etc.**
- d) **APPROACH ROAD, INTERNAL ROAD NETWORK & DRAINAGE SYSTEM etc.**
- e) **FIRE FIGHTING SYSTEM** (Fire safety norms in accordance with local fire bye-laws/ codes are to be followed by the consultant.)
- f) **SOLAR WATER HEATER / SOLAR PHOTOVOLTAIC SYSTEM FOR LIGHTING OF BUILDING**

#### 3.1.5 **ENVIRONMENTAL PROTECTION**

Cautious effort shall be made to ensure positive contribution to the Environment and conform to local pollution control norms.

#### 3.1.6 **LAND-SCAPING & ARBORICULTURE**

Appropriate hard and soft landscaping shall be designed to be in harmony with the surrounding Environment and neighborhood. The objective is to provide a harmonious and friendly environment with green area and landscape features.

#### 3.1.7 **OTHER SERVICES**

Any other services connected with the work such as green and self-sustaining features shall be designed as per standard practice.

#### 3.1.8 **DETAILED ESTIMATE**

Preparation of detailed estimate as per Para 3.1.1(b) above, with complete working details and take-off sheet, schedules such as internal and external finishes, hardware sanitary fitting and electro mechanical services, building specifications, including specification for all trades and services, and bill of quantities including those of various services all based on schedule of rates conforming to specifications and procedures approved and prescribed by the BRIDCUL to describe the whole project adequately, supplying details of calculations of such Schedule of quantities to enable the BRIDCUL to invite tenders for the said project. Where prescribed specifications and/or schedule of rates do not provide for certain items/services, specification and rates based on proper market rate analysis supported by Quotations from reputed/specialized agencies shall be adopted along with Engineering Market Rate Analysis for these items with the approval of the BRIDCUL.

### 3.1.9 **SITE VISITS**

During the execution (Construction Stage) of the project, the consultant is required to visit the site before presenting his bill for payment for each stage of construction as given in Para 3.4.3 (B). Additional visits, if any, required during construction stage shall be paid at the rate of Rs. 2500.00 per visit for consultants located within 100 km of site and Rs. 8000/- per visit for other consultants.

### 3.2 **COST OF THE PROJECT DOES NOT INCLUDE FOLLOWING ITEMS/EXPENDITURE FOR THE PURPOSE OF PAYMENT OF ARCHITECTURAL FEE DURING CONSTRUCTION STAGE**

To arrive at the payment of architectural fee to the architect, the cost of project shall be derived by deducting following items from sanctioned cost of project by the Government:-

3.2.1 Contingency charges sanctioned

3.2.2 Centage charges/ supervision charges sanctioned

3.2.3 Payment allowed for external power connection, sewerage, water supply etc and to development authorities to sanction the project maps etc and any type of eligible GST as applicable and any other payment made directly to Govt. agencies. In no case, the project cost should be more than the sanctioned cost.

3.2.4 Any other items of works/services sanctioned for which architectural services are not required/ approved.

3.2.5 Lift equipments, tube well equipments and pumps.

3.2.6 Gadgets/appliance like refrigerators, AC units, EPABX, CCTV etc.

3.2.7 Cost of land, if any.

3.2.8 The repetitive residential building/non residential buildings.

### 3.3 **PAYMENT OF CONSULTANCY FEES:**

3.3.1 The BRIDCUL agrees to pay to the appointed Consultant the fee for the professional services to be rendered by them, for the stipulated schedule of services, as arrived at based on the lowest bid rate which is accepted by all consultancy firms i.e. cost of project as calculated at Para 3.2 above multiplied by the accepted lowest bid rate (Sum of rates for Architectural Consultancy + Design Consultancy).

3.3.2 G.S.T. applicable on the consultancy fees shall be paid by the BRIDCUL.

3.3.3 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.

3.3.4 The Consultant shall have to submit the self attested copy of his PAN No. along with the RFP Document.

### 3.4 PAYMENT SCHEDULE

3.4.1 Payments to the consultant shall be “on account” and shall be adjusted against the final bill.

3.4.2 All payments shall be subject to Income GST deduction at source.

3.4.3 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 =70% of amount arrived at Para 3.3.1 :-

1.	On Submission of Geotechnical Survey report, Survey work, Concept plan (Master plan) & on approval of client department.	<b>25% (Twenty Five percent)</b> of the payable fee as above.
2.	On approval of Architectural Drawings and Design and approval of documents from statutory bodies (if any)	<b>15% (Fifteen percent)</b> of the payable fee as above.
3.	On submission of Preliminary DPR	<b>15%(Fifteen percent)</b> of the payable fee as above.
4.	Submission of DPR including detail design report and structural drawings for proof checking. (i) On Approval of DPR by BRIDCUL-	<b>20 % (Twenty percent)</b> of the payable fee as above.
5.	(ii) On submission of Vetted Design & Approval of DPR by the Client/Govt. ( as per clause 3.1.1(1), 3.1.3(d) & 3.1.3 (e))	<b>25% (TwentyFive percent)</b> 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 project and shall work as performance guarantee during the construction stage.

#### B) PAYMENT AT CONSTRUCTION STAGE:-

Payable fee =30% of amount arrived at Para 3.3.1.

1.	On submission of Detailed Working Drawings for all stages of construction	15% of the payable fee as above.
2.	Site visits on completion of following sub-stages.	
	i) Completion of Plinth Level	15% of the payable fee as above.
	ii) Completion of superstructure including brickwork and plaster	25%/No. of Floors the payable fee as

		above.
	iii) Completion of internal electrical, plumbing, sanitation works and IT, Fire-detection & Fire alarm systems.	15% of the payable fee as above.
	iv) Completion of external electrical, plumbing and sanitation works	10% of the payable fee as above.
	v) Completion of HVAC, Fire-fighting, Arboriculture, Landscaping & Site Development, Road & Drain Networks etc.	10% of the payable fee as above.
3.	On submission of Completion Drawings & Completion Certificate.	10% 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.

### 3.5 PERFORMANCE GUARANTEE:

- 3.5.1 The Consultant shall submit an unconditional Performance Guarantee/FD/NSC of 5% (Five Percent) of the consultancy fee for proper performance of the contract agreement from a nationalized/scheduled Bank valid for **the period as mentioned** in the prescribed Performa at **Appendix-B**, notwithstanding and/ or Guarantee without prejudice to any other provisions in the contract within **15** days of issue of Letter of Acceptance. Without interest & thereafter with interest @12% p.a for maximum 30 days.
- 3.5.2 In case, the Consultant fails to deposit performance guarantee within 30 days of issue of letter of acceptance as per clause 3.5.1 above the offer of appointment of Architectural consultant shall stand cancelled.
- 3.5.3 Performance guarantee shall be released after 2 months from date of completion of work.

### 3.6 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:

- 3.6.1 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.
- 3.6.2 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.

### 3.7 **ADDITIONS AND ALTERATIONS:**

3.7.1 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.

### 3.8 **TIME SCHEDULE:**

3.8.1 The date of commencement of project will be reckoned from the day of the date of signing of the contract.

3.8.2 Completion of various professional services/activities shall be achieved within the time frame for submission of DPR on would be given in the specific ToR of the assigned project.

3.8.3 As the project has to be completed on fast track, the work shall be carried out with due diligence and as per time frame for submission of DPR for the assigned project. 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 balance work for each week of delay subject to a maximum of 10% (Ten percent) of the accepted fee given in **Annexure-J** for the services.

### 3.9 **EXTENSION OF TIME**

3.9.1 If the consultant shall desire an extension of time for completion of the work on the grounds of his having been unavoidably hindered 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.

3.9.2 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.

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

### 3.10 **OUTPUT/DESIGN SUBMITTALS OF THE CONSULTANCY:-**

3.10.1 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	Geotechnical Investigation Report	As reqd.	
2	Concept Design Stage:- Concept plan having concept of proposed building, internal roads, boundary wall, landscaping & arboriculture, rain water harvesting, sewerage disposal (STP), water supply and external electrification. Preliminary master plan, specifications and rough estimates etc.	4 copies	1:200 or legible
3	Final Master Plan .	6 copies	1:100 or legible
4	Architectural Drawings showing Elevations and Floor plans. including details of partitions, flooring, ceiling, staircase, railings, layout for electrical/telephone/LAN cables, landscaping, arboriculture etc. along with integration of the building.	6 copies	1:50 or legible
5	Drawings for submission to local / statutory authorities.	As Reqd. by local/ statutory authorities.	As Reqd.
6	Working Drawings for plans, sections, elevations of building	6 copies	1:50 or legible
7	Working Drawings for Electrical Installation, Electrical Layout (both internal & external), HVAC details, HV/ MV panels, Fire detection, alarm and fighting systems, vertical elevators, Intelligent building Management System, IT & Communication networking, Access control, UPS, telecommunication system etc.	6 copies	1:50 or legible
8	Detailed Structural Drawings	6 copies	1:20 or legible
9	Detailed Structural Design	6 copies & Soft copy in CD	

10	Detailed Estimate of proposed building	6 copies	-
11	Detailed Working Drawings for execution of work (Good for Construction drawings)	6 copies	1:20/ 1:10 or legible
12	Preliminary Detailed Project Reports	2 copies	
13	Final Detailed Project Reports as per detail given at Para 3.1.1	6 copies	-
14	A soft copy of all drawings in AutoCAD and that of reports and statements in relevant soft form.	5 CDs	-
15	Completion drawings and completion certificate	6 copies	-

3.10.2 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.

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

3.11 **COPYRIGHT**

3.11.1 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.

3.12 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.

3.13 **RESPONSIBILITY FOR ACCURACY OF PROJECT DOCUMENT**

The Consultant shall appoint a team leader for this project who shall be an architect of at least Five years of experience and should have designed/supervised construction of similar building. 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.

**3.14 INDEMNIFICATION:**

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.

**3.15 GUARANTEE:**

3.15.1 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.

3.15.2 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.

**3.16 DETERMINATION AND RESCISSION OF AGREEMENT:**

3.15.1 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.

3.15.2 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. 3.8.3 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.

3.15.3 The decision of the Managing Director regarding the grounds for determination of the agreement by the Engineer- in- charge shall be final and binding.

### 3.17 **DISPUTES**

3.17.1 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, the decision of the engineer shall be referred to the Dispute Review Expert (DRE) within 10 days of the notification of the Engineer's decision.

3.17.2 The DRE for various projects will be Chief General Manager (Projects)

### 3.18 **PROCEDURE FOR DISPUTES**

3.18.1 The Dispute Review Expert shall give a decision in writing within 28 days of receipt of a notification of dispute.

- i) 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.
- ii) 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.
- iii) 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.

- iv) 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.
- v) 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.
- vi) 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.
- vii) 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.
- viii) 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.
- ix) 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.
- x) The arbitration shall be conducted in accordance with the arbitration procedure stated in the Clause no. 3.19 below.

### **3.18 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.

### **3.19 ARBITRATION:**

3.19.1 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.

3.19.2 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.

**3.20 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.

**3.21 MODIFICATION**

3.21.1 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 3.22 hereof, however, each party shall give due consideration to any proposals for modification made by the other Party.

3.21.2 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 accepted fee for the present scope of work with respect to the sanction amount of DPR excluding centage& contingency.

**3.22 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 3.16,Section 3.

### 3.23 **KEY PERSONNEL**

Key personnel shall be different for different projects which shall be intimated in the specific ToR at the time of assigning of the consultancy work.

### 3.24 **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 Architect/Design Consultancy Firm is required to submit the report as per schedule that will be given in the specific ToR for the assigned project. The Architect/Design Consultancy firm is supposed to pay the site visit as per schedule to be given in specific ToR. If the Architect/Design Consultancy Firm fail to adhere to the schedule, a penalty of Rs. 10,000.00 (Rupees Ten Thousand Only) per visit/per week delay of submission of reports/documents, may be imposed.

## 4. **CLASS**

The applicants will be empanelled under the following classes under building category:

- (a) **Class A** – for projects costing above Rs 25.00 Cr.
- (b) **Class B** – for projects costing above Rs 10.00 Cr but upto Rs. 25.00 Cr.
- (c) **Class C** – for projects costing above Rs 5.00 Cr but upto Rs 10.00 Cr.
- (d) **Class D** – for projects costing upto Rs 5.00 Cr.

Note: Cost of projects being cost of civil works and not the consultancy cost.

- 4.1 The class shall be decided by a Committee of BRIDCUL constituted for this purpose on the basis of predetermined criteria and where it is not possible to do so, based on their own judgment. The decision of the Committee shall be final and binding.

## 5. **EMPANELMENT FEES (Non Refundable)**

- (a) Class A - Rs. 20,000.00 + GST 18%
- (b) Class B - Rs. 10,000.00 + GST 18%
- (c) Class C - Rs. 7,500.00 + GST 18%
- (d) Class D - Rs. 5,000.00 + GST 18%

## 6. **APPLICATION FORM**

Application for empanelment of architectural and design consultancy firms duly filled with relevant details is required to be submitted as per **Annexure- A**.

## 7. **ELIGIBILITY**

- 7.1 The architectural and design consultancy firms must be empanelled with other Govt./ Semi-Govt. organizations and must submit their letter of empanelment with them. However, reputed consultancy firms may also be considered based on their work experience and performance.

7.2 “ARCHITECTURAL AND DESIGNCONSULTANCY FIRMS” should have a valid registration with the Council of Architecture for their architects under the ArchitectsAct- 1973 and valid registration of firms with the appropriate authorities. Either sole owner (in case of proprietary firm) or one of the partners (incase of partnership firm) should be a Senior Architect who can represent his firm during interaction with and presentation of the plan to the client.

7.3 **Technical Staff Strength:**

The firms must have minimum qualification and experience of its permanent key staff as under:

S. No	Position Held	Minimum Qualification & Experience							
		Class-A		Class- B		Class- C		Class-D	
1	Team Leader/ Chief Architect	1 No.	B.E./B.Arch with 12 Years experience	1 No.	B.E./B.Arch with 9 Years experience	1 No.	B.E./B.Arch with 7 Years experience	1 No.	B.E./B.Arch with 5 Years experience
2	Civil Engineers	1 No.	B.tech/B.E. with 6 years experience	1 No.	B.tech/B.E. with 4 years experience	1 No.	B.tech/B.E. with 3 years experience	1 No.	B.tech/B.E. with 2 years experience
3	Electrical Engineer	1 No.	B.tech/B.E. with 6 years experience	1 No.	B.tech/B.E. with 4 years experience	1 No.	B.tech/B.E. with 3 years experience	1 No.	B.tech/B.E. with 2 years experience
4	Architect	3 Nos.	B.Arch with 6 years experience	2 Nos.	B.Arch with 4 years experience	1 No.	B.Arch with 3 years experience	1 No.	B.Arch with 2 years experience
5	CAD Operator/Draftsman	5 Nos.	Diploma with 5 years experience	4 Nos.	Diploma with 5 years experience	2 Nos.	Diploma with 4 years experience	2 Nos.	Diploma with 3 years Experience

Details of qualification and experience of key staff must be submitted in the format given at **Annexure- B**.

7.4 **ASSOCIATED CONSULTANTS**

The architectural and design consultancy firms should have sufficient number of technical staff (Clause-7.3.) and associated consultants for the proper execution of the contract with irrevocable letter of association for sufficient period. The applicant should submit a list of these staff and consultants stating clearly how these would be involved in planning and execution. Details of associated consultants should be furnished as per **Annexure- C**.

7.5 **FINANCIAL INFORMATION**

The applicant should have minimum average annual turnover in the requisite class during

the last five years as given below and provide bank solvency certificate for the same amount.

S.No	Class	Min. Amount of Average Annual Turnover and bank solvency
1.	For projects costing above Rs 25.00 Cr (Class-A)	Rs. 80.00 Lacs
2.	For projects costing above Rs 10.00 Cr but upto Rs. 25 Cr (Class-B)	Rs. 50.00 Lacs
3.	For projects costing above Rs 5.00 Cr but upto Rs 10.00 Cr (Class-C)	Rs. 30.00 Lacs
4.	For projects costing upto Rs 5.00 Cr (Class-D)	Rs. 20.00 Lacs

Details of Gross Annual Turnover during the last 5 years and bank solvency certificate must be furnished in the format as given at **Annexure-D**.

- 7.6 **WORK EXPERIENCE**  
The applicant should have minimum experience (Project cost as per Col. 3, 4 and 5 of table below) of consultancy services in the requisite class, as given below:

S.No	Class	One completed similar Work	Two completed similar work	Three completed similar work
1	2	3	4	5
1.	(Class-A)	Rs. 48.00 Cr	Rs. 36.00 Cr each	Rs. 24.00 Cr each
2.	(Class-B)	Rs. 15.00 Cr	Rs. 12.00 Cr each	Rs. 8.00 Cr each
3.	(Class-C)	Rs. 6.00 Cr	Rs. 4.00 Cr each	Rs. 2.00 Cr each
4.	(Class-D)	Rs. 3.00 Cr	Rs. 2.00 Cr each	Rs. 1.00 Cr each

Details of experience of work completed during the last 5 years must be furnished as per the format given at **Annexure-E**. Also, details of works in hand be furnished as per the format given at **Annexure-F**.

- 7.7 The Architectural Consultants must be conversant with the architecture and designs of hilly region/terrain matching with the topography and environment of Uttarakhand State.
- 7.8 The Architectural Consultants must have the knowledge of requirements of different types of Government residential and non-residential buildings.
- 7.9 The Architectural Consultants must have specialization and adequate experience in latest technological innovations and trends using latest cost-effective materials, green building concept, earthquake proof design etc.

- 7.10 Software based designing, Auto CAD drawings, 3D modeling and presentation ability will be essential part of the qualification criteria for which the consultant should submit the list of software on the basis of which they will prepare the Architectural and Structural designs, the working 3D drawing, cost estimates & the models of presentation(**Annexure-G**).
- 7.11 Performance evaluation of the empanelled Consultants on the basis of their work actually done during the last one year shall be done further in the month of April every year as per the criteria specified in **Annexure-I**. Decision to continue or terminate the empanelment right at that stage shall be taken by the competent authority after such yearly performance evaluation, irrespective of the fact that the initial empanelment was done for a period of three years. The decision of the competent authority in these regards shall be final and binding on the concerned consultant, for which he shall have no claim what so ever.
- 7.12 All the Consultants qualifying the technical bid will be concurrently empanelled at the lowest bid rates in the empanelled class and category after obtaining their consent for the lowest financial offer.
8. **Details to be submitted by the Consultants**  
The proposal is required to be submitted in a large sealed envelope, super scribed "Proposal for Empanelment of Architectural and Design Consultancy firms" containing following two envelopes :-
- 8.1 **Technical Proposal (To be superscribed as Technical Proposal) containing following:**
- 8.1.1 Non-refundable document fee, if RFP downloaded from website.
- 8.1.2 Non-refundable empanelment fee for each of the class in the form of Demand Draft/Drafts in favor of "Managing Director, BRIDCUL" payable at Dehradun.
- 8.1.3 Security fee in the form of Demand Draft in favor of "Managing Director, BRIDCUL" payable at Dehradun as below.
- a) **Category A** – Rs. 2.00 Lakhs
- b) **Category B** – Rs. 1.00 Lakhs
- c) **Category C** –Rs. 0.75 Lakhs
- d) **Category D** –Rs. 0.50 Lakhs
- 8.1.4 Detailed profile of the firm.
- 8.1.5 Duly filled in application form for empanelment of Architectural and Design Consultancy Firms (As per **Annexure-A**).
- 8.1.6 The list of in-house technical staff with details of their qualifications, experience and field of expertise (As per **Annexure-B**).

- 8.1.7 Details of associated consultants. (As per **Annexure-C**).
- 8.1.8 Details of average annual turnover certified by CA (As per **Annexure-D**).
- 8.1.9 Details of experience of work during the last 5 years (As per **Annexure-E**).
- 8.1.10 Current works in hand (As per **Annexure-F**).
- 8.1.11 List of relevant software and equipment available with the Firm (As per **Annexure-G**).
- 8.1.12 Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned and disputed amount.(As per **Annexure-H**).
- 8.2. **Financial Proposal:(To be super scribed as Financial Proposal) shall contain the complete RFP duly signed by authorized signatory at each page with duly filled in Schedule of the quote at Annexure-J.**
- 8.3. The consultancy fee is to be paid in percentage (**Annexure-J**)of cost of work, worked out on the basis of Central PWD schedule of rates (DSR) and as approved by Uttarakhand PWD/Government of Uttarakhand. The consultancy fee shall be excluding service GST but including of all taxes and expenditures incurred by the Consultant on all activities required for commencement/completion/occupation of the building as per the stated scope of consultancy given at clause 3 of this RFP.
9. **Technical Evaluation:** A committee shall check the application form (Annexure-A) of all the consultants and those found responsive shall be eligible for further technical evaluation of their technical proposals by the committee as per following criteria :-
- |   |            |
|---|------------|
| (i) Technical Staff Strength (Annexure – B)   | : 20 Marks |
| (ii) List of Associated consultants (Annexure – C)                                  | : 10 Marks |
| (iii) Financial Information (Annexure – D)  | : 15 Marks |
| (iv) Work Experience during last five years (Annexure – E)                          | : 25 Marks |
| (v) Current works in hand (Annexure – F)  | : 20 Marks |
| (vi) List of relevant software and equipment available with the firm (Annexure – G) | : 10 Marks |

**Total : 100 Marks**

Note: Consultants getting more than 60 marks shall only be eligible for empanelment in the desired class.

10. **Financial Evaluation:** All those consultants qualifying in the technical evaluation shall be eligible for opening of their financial proposals by the committee in their presence; if they so desire. The lowest quotes for “Architectural Consultancy” and “Design Consultancy” shall be accepted which may or may not have been quoted by the same consultant. Negotiation for Consultancy fee may be done with the Consultants, if it is desired by BRIDCUL.

11. All the Consultants qualifying in technical evaluation will be concurrently empanelled at the lowest bid rates (in percentage) in the empanelled class after obtaining their consent for the lowest financial quotes. Consultants not giving their consent will not be empanelled.
12. BRIDCUL reserves the right to accept or reject any or all proposals without assigning any reasons thereof.
13. The work shall be assigned from time to time by BRIDCUL to empanelled Consultants in respective class and category on the basis of work experience and specialization in the particular field. Negotiation of Consultancy fee may be done with the Consultants, if it is desired by BRIDCUL.
14. BRIDCUL shall have full rights to assign any work to any empanelled Consultant in a particular category, without assigning any reason thereof. Moreover, an empanelled Consultant can be assigned any number of projects falling under the class and category of their empanelment. No consultant shall have any right or claim for assignment of a particular project or a particular number/amount of work. The discretion of the assigning authority in these regards shall be final and binding on all empanelled consultants.
15. The assignment shall be given alongwith additional Terms of Reference (ToR) specific to the work and specific instructions, if any.
16. **Period of Empanelment:** The selected firms shall be empanelled initially for a period of three years which can then be extended on the basis of their performance and policy in vogue at that time. BRIDCUL, however, reserves the right to upgrade/renew the panel at any time without assigning any reasons. The consultants already empanelled with BRIDCUL will remain empanelled till the end of their period of present empanelment which can then be extended on the basis of their performance and policy in vogue at that time.

## Appendix- A

### SCHEDULE OF DESIGN PARAMETERS

S.No.	Description of Item	As per Recommendation
1.	Bearing capacity taken for design of foundation	
2.	Recommendation for expansion joints consideration of top most nodes deflection of the building	
<b>Materials</b>		
3.	1- Grade of Concrete Footing	
4.	2- Grade of concrete Beams	
5.	3- Grade of concrete Slabs	
6.	4- Grade of concrete Columns	
7.	5- Grade of concrete others	
8.	6- Grade of Steel	
9.	7- Mix of PCC	
<b>Unit Weight of Materials</b>		
10.	RCC	
11.	PCC	
12.	Brick Masonry (230 thk with plaster)	
13.	Terracing (Brick Coba)	
14.	Glazing	
15.	Soil	
<b>Loading</b>		
16.	Dead Load [as per IS 875 (Part I)]	
17.	Loading of 230mm thick wall	
18.	Loading of 115mm thick wall	
19.	Recommended Parapet wall	
20.	RCC Slab load	
21.	Floor finish load	
22.	Sunken filling load	
23.	Stair case dead load	
24.	Water tanks load	
25.	<b>Live load [as per IS 875 (Part 2)]</b>	

26.	Office Space	
27.	Passage	
28.	Toilet	
29.	Stairs	
30.	Terrace	
31.	Storage	
32.	Partition Load (Load movable partitions)	
33.	Kitchen	
34.	Cable Trays	
35.	Live load in term of floor load/plate load	
36.	Live load in heavy crowded area	
37.	Live load in balconies area	
38.	Taken during E/Q where is the hyper loading act on balconies	
39.	<b>Seismic Load (As per IS 1893:2002 &amp; IS 13920:1993)</b>	
40.	Zone	
41.	Zone Factor	
42.	Importance Factor	
43.	Response Reduction Factor	
44.	Damping	
45.	Ductile detailing as per IS 13920:1993	
46.	Earth pressure in balconies	
47.	Wind Load [as per IS 875 (Part 3)]	
48.	Zone	
49.	Basic Wind speed	
50.	Design Wind speed	
51.	<b>Deflections</b>	
52.	a) Vertical deflection	
53.	1. Due to temperature, creep and shrinkage	
54.	2. Due to shrinkage occurring after erection of partitions and application of finishes.	
55.	b) Horizontal deflection	
56.	1. Drift due to earthquake.	
57.	1. Drift due to wind	
58.	<b>Design Basis for Tank Structures (as per IS 3370)</b>	
59.	Fire Resistance	
60.	1. Fire resistance duration	
61.	2. The clear cover for the various structural elements	
62.	a) Slab	
63.	b) Beam	

64.	c) Column	
65.	<b>Drawing Presentation</b>	
66.	Column layout	
67.	Beam sections	
68.	Slab sections	
69.	Foundation section	
70.	Typical detail	
71.	Centre line spacing	
72.	Co-related with architectural drawing	
73.	Details specifications	
74.	Other details of water tank, stair case etc.	
75.	Size changing detail of columns	
76.	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 and other Infrastructure

Development Corporation of Uttarakhand Ltd.

1. In consideration of you, "Bridge, Ropeway, Tunnel and other Infrastructure Development Corporation of Uttarakhand Ltd. having its head office at Opposite Govt. ITI, Saharanpur Road, Niranjanpur, 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 Planning & Design of ..... (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**

## LETTER OF TRANSMITTAL

(ON LETTER HEAD OF THE COMPANY)

To,  
Managing Director,  
Bridge, Ropeway, Tunnel and other Infrastructure  
Development Corporation of Uttarakhand Ltd.

**Subject: Proposal for empanelment of Architectural and Design Consultancy Firms.**

Sir,  
Having examined the details given on your website for the empanelment of Architectural and Design Consultancy Firms in BRIDCUL, we submit our proposal with relevant information and documents for your kind consideration.

1. I/We hereby certify that all the statements made and information supplied in the enclosed **Annexures A to J** and accompanying statements are true and correct.
2. I/We have furnished all information and necessary details required for the empanelment of Architectural and Design Consultancy Firms.
3. I/We submit the requisite certified solvency certificate and authorize the Managing Director, BRIDCUL to approach the bank issuing the solvency certificate to confirm the same. I/We also authorize Managing Director to approach individuals, employers, firms and corporations to verify our competence and general reputation.
4. I/We fully understand and agree that I/we may be de-empanelled from the panel and debarred from future works in BRIDCUL in case any information provided by us is found to be false or incorrect.

Enclosures: Technical and Financial Proposals in separate envelops.

Seal of applicant:

Date of submission:

Signature of Authorized  
Signatory of Applicant (s)

**APPLICATION FORM**

**(The applicant should study carefully the RFP for Empanelment and the list of documents to be annexed with the proposal before filling the form. Proposal found deficient in any respect is liable to be rejected without any further correspondence)**

1. Class:

<b>S.No.</b>	<b>Class</b>	
1.	Class A	<input type="checkbox"/>
2.	Class B	<input type="checkbox"/>
3.	Class C	<input type="checkbox"/>
4.	Class D	<input type="checkbox"/>

**Note:- Please tick (v) in the box against desired class.**

2. Empanelment fee enclosed:

<b>Sl. No</b>	<b>Desired Class</b>	<b>Draft No.</b>	<b>Date</b>	<b>Amount</b>	<b>Issuing Bank &amp; Branch</b>

(Refer Clause nos. 4 & 5)

3. Name of firm .....

4. Address of the firm:

(a) Regd. office.....

(b) Head Office.....

(Attach separate paper for addresses of other offices)

5. Telephone Number..... Fax No.....

E-mail address:.....

6. Constitution:

Sole Proprietorship Concern  Partnership Firm

Public Ltd. Company  Private Ltd. Company

7. If partnership firm, names of the partners/ If Company, name of directors

(a).....

(b).....

(c) .....

(d) .....

(e) .....

(f) .....

8. Furnish the following details and enclose copies of each document:

(a) PAN .....

(b) Service GST No. ....

(c) Corporate Identity No. as given by relevant ROC .....

(if applicable)

9. Is the sole proprietor/any partner/director of company:

(a) Dismissed Government Servant Yes  No

(b) Removed from approved list of contractors Yes  No

(c) Demoted to a lower class of consultant Yes  No

(d) Having business banned/suspended by any government in the past Yes  No

(e) Convicted by a court of law Yes  No

If answer to any of the above is 'Yes', furnish details on a separate sheet

10. Name of person holding power of attorney

.....

11. Name of Bankers with full address .....

12. Place of business .....

13. (a) Whether already enlisted with BRIDCUL or any other department Yes  No

(b) If yes, give details:

(i) Name of department .....

(ii) Class .....

(iii) Empanelment authority & address.....

(iv) Empanelment No. & date.....

(v) Date of validity .....

14. Certificates:

I/We (including all partners) certify that I/We have read “RFP for Empanelment of Consultants for Architectural and Design of Building Projects” in BRIDCUL as amended upto-date and shall abide by them.

Signature(s) of applicant(s):

Name	Signature	Address
1.....	.....	
2.....	.....	
3.....	.....	.....
4.....	.....	.....
5.....	.....	.....

Date :

No. of Documents attached

**Details of Technical & Administrative personnel employed with the Firm.**

S. No	Designation	Total No.	Name	Qualification	Professional Experience and Details of work carried out	Field of Expertise	Date since employed with the firm	Remarks
1	2	3	4	5	6	7	8	9
1.	Chief Architect/ Team Leader							
2.	Architects							
3.	Civil Engineers (E.g. Structural, Pavement, Geotech, Environment, Service Engineers etc.)							
4.	Electrical Engineers							
5.	Site Engineers etc.							
6.	Fire fighting Expert							
7.	HVAC expert							
8.	Any other specialist/ expert etc.							

Note: (i) Proof of registration of all Architects with Council of Architecture shall be enclosed.

(ii) CVs of each personnel/expert shall be attached with their signatures and counter signed by the authorized representative of the firm.

Signature of Authorized  
Signatory of Applicant (s)

**List of Associated Consultants**

<b>S. No.</b>	<b>Nature of Consultancy</b>	<b>Name &amp; Address of Consultants</b>	<b>Name, Qualification &amp; Experience of Staff</b>	<b>Important Projects Handled</b>	<b>Since When Associated with the firm</b>
1.	Architect Consultant				
2.	Structural Consultant				
3.	Quantity/estimation Consultant				
4.	Geotech Consultant				
5.	Topographical and Contour Survey Consultant				
6.	Landscape & Horticulture Consultants				
7.	E & M Consultant				
8.	HVAC Consultant				
9.	EIA Consultant				
10.	Medical equipment consultant				
11.	ETP/WTP consultant				
12.	Any other relevant consultants				

Note: (i)CVs of each personnel/expert shall be attached with their signature and counter signed by the authorized representative of the firm. Affidavit on Rs.100 stamp paper shall be submitted for proof of association for external experts.

Signature of Authorized  
Signatory of Applicant (s)

**FINANCIAL INFORMATION**

2. Financial Analysis-Details to be furnished duly supported by figures in balance sheet/profit & loss account for the last five years duly certified by the Chartered Accountant, as submitted by the applicant to the Income Tax Department (Copies to be attached).

I. Gross Annual turn over - In last five financial year

**Note:** In case the consultancy firm is unable to submit the turn over for the last financial year due to any reason, they should submit a certificate from a Chartered Accountant duly citing the reasons for non-submission of the turnover and provide the turn over for the last financial year instead.

II. Solvency Certificate from  
Bankers of Applicant. (To be attached on bank's letter head)

Signature of Authorized  
Signatory of Applicant (s)

Signature of Chartered Accountant with seal

**LIST OF CONSULTANCY WORKS COMPLETED DURING THE LAST 5 YEARS**

S. No.	Type of Project	Name of Project	Brief Scope of the Consultancy work	Cost of Project	Cost of Consultancy Work	Name of Client Department	Date of start of		Date of completion of		Remark
							Consultancy Work	Civil Work (Project)	Consultancy Work	Civil Work (Project)	
(a)	Buildings										
	(i) Residential										
	(ii) Educational										
	(iii) Institutional										
	(iv) Commercial										

Note: Only top 5-10 high value and important works be given of each type of work.

Signature of Authorized  
Signatory of Applicant (s)

**Annexure-F**

**LIST OF CONSULTANCY WORKS IN HAND**

S.No.	Type of Project	Name of Project	Brief Scope of the work	Cost of Project	Cost of Consultancy Work	Name of client Department	Date of start of Consultancy Work	Period of Consultancy Work	Special Features of the Projects	Remark
(a)	Buildings									
	(i) Residential									
	(ii) Educational									
	(iii) Institutional									
	(iv) Commercial									

Note: Only top 5-10 high value and important works be given of each type of work.

Signature of Authorized  
Signatory of Applicant (s)

**LIST OF RELEVANT SOFTWARE AND EQUIPMENT AVAILABLE WITH THE FIRM**

<b>S.No.</b>	<b>Name of Equipment/ Software</b>	<b>Type</b>	<b>Nos.</b>	<b>Year of purchase</b>	<b>Remarks</b>
1.	Computers a) Desktops b) Laptops				
2.	Printers/Scanner/Plotters etc				
3.	Software (i) Auto CAD etc. (ii) STAAD Pro etc. (iii) Revit etc. (iv) Project Management Software etc.				
4.	Survey Equipment				
5.	Field Investigation Equipment				
6.	Lab Equipment				
7.	Any other relevant equipment/ software				

Signature of Authorized  
Signatory of Applicant (s)

**PARTICULARS OF LITIGATION/ARBITRATION CASES**

<b>S. No.</b>	<b>Name of the project under litigation</b>	<b>Name of Client</b>	<b>Amount of Litigation</b>	<b>Period of Litigation</b>	<b>Outcome of Arbitration/ Court</b>	<b>Remarks</b>

Signature of Authorized

Signatory of Applicant (s)

**Evaluation of Annual Performance**

Annual Evaluation shall be done for the following activities of the empanelled consultants.

1. No. of projects awarded by this department during the financial year.
2. No. of projects timely completed during the financial year.
3. No. of projects delayed during the financial year.
4. No. of projects not commenced by the consultant.
5. Quality of Architectural drawings.
6. Quality of Structural drawings.
7. Response of the consultant with suggestions and modification.
8. Response of the consultant with rectification of mistakes in drawings.
9. Response of the consultant with rectification of structural designs.
10. Response of the consultant with the client suggestions regarding project designing.

The annual performance evaluation of each consultant shall be done each year in the month of April on the above mentioned activities of the consultancy services assigned to them. The total marks for the evaluation of performance will be 100 and each consultant has to secure minimum 60 marks. If any consultant secures marks less than 60 then his empanelment shall be terminated.

**THE ACCEPTED FINANCIAL QUOTE**

S. No.	Schedule of Consultancy	Consultancy Fee (in percentage of cost of works as on the basis of Delhi Schedule of rates (DSR/SOR) and as approved by Govt/BRIDCUL/Client including all taxes, except service GST)			
		Class A	Class B	Class C	Class D
1.	<b>Architectural Consultancy</b> (i) Geotechnical Survey & Topographical Survey work. (ii) Concept Design/drawings including power point presentation and Model/3D views etc. and detailed Working Designs & Drawings (iii) Detailed estimates.	0.90	0.9	1.10	0.99
2.	<b>Design Consultancy</b> (i) Detailed designs. (ii) Detailed structural drawings.	0.30	0.49	0.59	0.70
<b>Total (1+2)</b>		<b>1.20</b>	<b>1.39</b>	<b>1.69</b>	<b>1.69</b>

Note: Consultant may quote for the class/category for which they may be eligible.

Seal of Consultant

Signature of the Consultant

Place:

Date: