



**Request for Proposal for Selection of an Architect-cum -
Consultant (including Preparation of DPR and PMC) for
Development of Temple Mata Shri Chintpurni Ji
Himachal Pradesh**

SEPTEMBER - 2023

Issued by

Temple Officer

Mata Shri Chintpurni Temple

Temple Trust Mata Shri Chintpurni Ji, Tehsil-Amb, District Una, H.P.

Tel.No.01976-255818, Email:tochintpurni-hp@nic.in

Date of Publish :- 18-09-2023

Table of Contents

1.	INTRODUCTION.....	7
1.1	Authority.....	7
1.2	Background & Aim of the Project	7
1.3	Request for Proposal (RFP)	8
1.4	Due diligence by Bidders	8
1.5	Cost of Proposal.....	8
2.	INFORMATION TO BIDDERS	8
2.1	General Conditions.....	8
2.2	Clarifications and Amendment of RFP Documents.....	9
2.3	Bidding Schedule	10
2.4	Preparation of Bids.....	10
2.5	Submission, Receipt and Opening of Bids	12
2.6	Bid Evaluation	13
2.7	Negotiations	19
2.8	Award of Work	19
2.9	Confidentiality	20
2.10	Right of Rejection	21
2.11	Liquidated Damages & Penalties.....	21
2.12	Documents prepared by the Consultant to be property of the Authority	21
3.	TERMS OF REFERENCE	23
3.1	Background	23
3.2	Implementation Period.....	24
3.3	Scope of Work	24
3.4	Deliverables.....	32
3.5	Schedule of Fees & Timelines.....	34
	SCHEDULE 1: AREA OF THE PROJECT	40
	SCHEDULE 2:FORMATS & ANNEXURES	40
	TECHNICAL BID FORMS	41
	Technical Submission Checklist.....	41
	Form 1: Technical Bid Submission Form	42
	Form 2: Format for Power of Attorney for Authorised Representative	44
	Form 3: Format for Financial Summary of the Bidder	45
	Form 4: Format for Letter of Undertaking	46
	Form 5: Format for Showcasing Experience	47
	Form 6: Team Profile.....	48
	Form 7: Format for CV of Key Personnel	49

Form 8: Format for Bid Security	50
Annexure 1: Financial Bid Submission Form.....	53
Annexure 2: List of Applicable Banks	54
SCHEDULE 3:AGREEMENT FOR CONSULTANCY SERVICES FOR DEVELOPMENT OF MATA SHRI CHINTPURNI TEMPLE.....	55

DISCLAIMER

1. The Request for Proposal (RFP) is issued by **Chintpurni Temple Trust (CTT)** or the “**Authority**”.
2. The information contained in this RFP is selective and is subject to updating, expansion, revision and amendment. It does not, and does not purport to, contain all the information that a Bidder may require. Neither Authority nor any of their officers; employees nor any of its advisors / consultants undertakes to provide any prospective bidder with access to any additional information or to update the information in this RFP or to correct any inaccuracies therein which may become apparent. Each prospective bidder must conduct its own analysis of the information contained in this RFP and is advised to carry out its own investigation into the proposed Project, the legislative and regulatory regime which applies thereto and by and all matters pertinent to the proposed Project and to seek its own professional advice on the legal, financial, regulatory and taxation consequences of entering into any agreement or arrangement relating to the proposed Project.
3. This RFP is neither an agreement nor an offer by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making / submitting their Bids (technical and financial bids) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each Bidder who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.
4. Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
5. The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this bid stage.
6. The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.
7. The Authority may in its absolute discretion prior to the Bid Due Date, but without being under any obligation to do so, update, amend or supplement the information, assessment or

assumptions contained in this RFP at any time during the Bidding Process.

8. The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever. Mere submission of a responsive Bid does not ensure appointment of the bidder as Selected Bidder.
9. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

INTERPRETATION

In the interpretation of this RFP, unless the context otherwise requires:

1. The singular of any defined term includes the plural and vice versa, and any word or expression defined in the singular has the corresponding meaning used in the plural and vice versa.
2. Reference to any gender includes the other genders;
3. Unless otherwise stated, a reference to a Clause, Sub-Clause, Paragraph, Sub-paragraph, Annex, Exhibit, Attachment, Schedule, or Recital is a reference to a Clause, Sub-Clause, Paragraph, Subparagraph, Annex, Exhibit, Attachment, Schedule or Recital of this RFP;
4. A reference to any agreement is a reference to that agreement and all annexes, attachments, exhibits, schedules, appendices, and the like incorporated therein, as the same may be amended, modified, supplemented, waived, varied, added to, substituted, replaced, renewed, or extended, from time to time, in accordance with the terms thereof;
5. The terms “include” and “including” shall be deemed to be followed by the words “without limitation”, whether or not so followed;
6. Any reference to a person shall include such person’s successors and permitted assigns;
7. A reference to a “writing” or “written” includes printing, typing, lithography and other means of reproducing words in a visible form;
8. Any date or period set forth in this RFP shall be such date or period as may be extended pursuant to the terms of this RFP;
9. A reference to “month” shall mean a calendar month, a reference to “week” shall mean a calendar week and a reference to “day” shall mean a calendar day, unless otherwise specified.
10. The terms “hereof”, “herein”, “hereto”, “hereunder” or similar expressions used in this RFP mean and refer to this RFP and not to any particular Article, Clause or Section of this RFP. The terms “Article”, “Clause”, “Paragraph” and “Schedule” mean and refer to the Article, Clause, Paragraph and Schedule of this RFP so specified;
11. In the case of any conflict, discrepancy or repugnancy between the provisions of the RFP documents, provisions of the Agreement shall prevail over and supersede the provisions of other documents;
12. The descriptive headings of Articles and Sections are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of content thereof and shall not be used to interpret the provisions of the Agreement; and
13. All capitalized words and expressions used in the RFP but not defined therein shall have the same meaning as ascribed to them in the Agreement.

1. INTRODUCTION

1.1 Authority

The Temple Trust, Temple Mata Shri Chintpurni Ji (the "**Authority**") plans to take up Architectural Consultancy Services for the work of Development of Mata Shri Chintpurni Temple, Tehsil Amb, District Una, Himachal Pradesh (the "**Project**"). The indicative cost of the Project is approximately Rs. 100 Crore (Rupees One Hundred Crores) only.

1.2 Background & Aim of the Project

Mata Shri Chintpurni Temple is a famous Shaktipeeth located in District Una of Himachal Pradesh. The ancient temple of Mata Shri Chintpurni is located over an area of approximately **0-11-15 hect.** at present. As per estimates, around 35-40lacpilgrims visit the Temple annually with a weekly average footfall of 70,000-80,000 persons. The current area of the Temple has fallen short of the requirements of ensuring convenient darshan for the devotees and the queues of the devotees spill out of the temple complex on most days. The Mata Shri Chintpurni Temple Trust, Himachal Pradesh, with its consistent efforts towards the development and promotion of religious tourism and with an intention of providing better infrastructure at Chintpurni, has acquired additional land to the extent of approximately **0-16-69 hect.** along with structures around the temple premises. The Temple is also willing to acquire more land, if necessary, for the Project. Now the Temple Trust intends to prepare a DPR for Development of Mata Shri Chintpurni Temple in which we require very good infrastructure for pilgrims coming for darshan of Maa, expanded circulation area for pilgrims and shopping complex consisting of at least 35 shops for individuals whose land has been acquired (as agreed with them). In this project, we need development of world-class infrastructure including pilgrims queue system, Mundan ceremony area, bathing area after Mundan, drinking water facilities, Prasad distribution spot, electrification work in the whole area, beautification of the façade of the Temple, Toilets facilities, CCTV Surveillance system, beautiful interiors, signages and other incidental civil/electrical works. During restoration and up gradation of facilities around Temple, it should be ensured that the beauty and ancient architecture of the Temple is preserved. No tempering should be done with the architecture of the temple. The project proposal should also clearly set out the plan regarding the existing structures of the Temple complex including the Administrative Block, Lift complex etc. There is a proposed ropeway to be built from Baba Mai Dass Sadan to the Temple Complex requiring approximately 225 sq m by Ropeway & Rapid Transport System Development Corporation (RTDC), HP which will have to be integrated with the Project requirements.

The Project would also include beautification of the area of approximately **0-28-58hect.** which consists of Talaab from where the water for snaan of Maa is brought every day and the staircases leading to the Talaab. The area of the Project is enclosed in **Schedule – 1 (Area of the Project)**.

Estimated Cost of this project is approximately Rs. 100.00 Crores.

Broad facilities to be provided are as follows:

Pilgrim Facilitation Center

- (i) Cloak room, ticketing counter etc.
- (ii) Information centre & utilities
- (iii) Souvenir shops

Multi-utility block

- (i) Designated entry (VIP & public)

- (ii) Trust office
- (iii) Public utilities
- (iv) VIP lounge
- (v) VIP buggy service

Pilgrim management block

- (i) Multipurpose halls
- (ii) Queue management zone (3 floors)
- (iii) Pilgrim holding capacity on 3 floors – 14000 people
- (iv) Utilities

Prasad block

- (i) Shops
- (ii) Security and service block

Other facilities

- (i) Temple Façade development
- (ii) Integration of the proposed Ropeway
- (iii) Beautification and development of the stair and Talaab area
- (iv) Any other work as directed and specified by the Authority.

1.3 Request for Proposal (RFP)

The Authority invites proposals from reputed Architect/Architectural Firms who are registered with Council of Architecture and having wide experience in the relevant field of work in last 7 (seven) years for selection of a consultant (the “**Consultant**”) who will prepare a Detailed Project Report and provide Project Management Services (PMC)for the work of Development of Mata Shri Chintpurni Temple. The Authority intends to select the Consultant through an open competitive bidding process in accordance with the procedure set out herein and as per HPFR, GFR and CVC guidelines issued from time to time.

1.4 Due diligence by Bidders

Bidders are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Bids by paying a visit to the Authority and the Project site, sending written queries to the Authority, and attending a Pre-Bid Conference on the date and time specified herein.

1.5 Cost of Proposal

The Bidders shall be responsible for all of the costs associated with the preparation of their Bid Proposals and their participation in the selection process including subsequent negotiation, visits to the Authority, Project site etc. The Authority will not be responsible or in anyway liable for such costs, regardless of the conduct or outcome of the selection process.

2. INFORMATION TO BIDDERS

2.1 General Conditions

Bidders who wish to participate in online tender will have to procure / should have legally valid Digital Certificate as per Information Technology Act - 2000 using which they can sign their electronic bids. Bidders can procure the same from any of the license certifying Authority of

India. Bidders shall furnish all relevant information, as per the formats provided in the RFP.

Bids, as submitted by the Bidders, shall have a **Bid Validity of 180 Days** (or “Calendar Days”) from the last date of bid submission. During this period, Bidders shall maintain the availability of professional staff nominated in the Bid. The Authority will make its best effort to complete negotiations within this period.

Should the need arise, however, the Authority may request Bidders to extend the validity period of their Bids. Bidders who agree to such extension shall confirm that they maintain the availability of the professional staff nominated in the Bid, or in their confirmation of extension of validity of the Bid. Bidders could submit CV of new staff, being proposed in replacement, who would be considered in the final Consultancy Agreement, after the evaluation of the Curriculum Vitae (CV). Bidders who do not agree have the right to refuse to extend the validity of their Bids.

Each Bidder is allowed to submit only one Bid at a time. If Bidders (s) submits or participates in more than one proposals ,allsuch proposals shall be disqualified and shall be summarily rejected.

2.2 Clarifications and Amendment of RFP Documents

Bidders may request clarification on any of the points contained in RFP documents up to the number of days as indicated below. Any request for clarification must be sent in writing by paper, mail, facsimile, or electronic mail to the Authority's address as indicated. The Authority will upload response to all such requests received by it on the website www.hptenders.gov.in and <https://www.matashrichintpurni.com/>

Queries, if any, proposed to be raised at the pre-bid conference by the Bidders should be submitted in writing (over email or a letter) least two (2) working days before the date of the pre-bid conference to the Official as below:

Address: Asst. Engineer,
Chintpurni Temple Trust, Amb, Dist. Una, Himachal Pradesh 177110

Email: tochintpurni-hp@nic.in

A maximum of two representatives of each Bidder shall be allowed to participate in the pre-bid meeting. At any time before the submission of Bids, the Authority may for any reason, whether at its own initiative or in response to a clarification requested by a Bidder, modify the RFP documents by amendment. Any such amendment shall be issued in writing through Corrigenda. Corrigenda shall be uploaded in www.hptenders.gov.in and shall be binding on all Bidders. The Authority may, at its discretion, extend the deadline for the submission of Bids.

2.3 Bidding Schedule

S. No	Event	Key Date and Time
1	Issue of RFP (Bid) Document	18-09-2023 at 11:00 AM
2	Pre-Bid Meeting	10-10-2023 at 12:30 PM Venue: Conference Hall at Baba Shri Mai Dass Sadan at Chintpurni
3	Last Date for Online Submission of Technical and Financial Bid	30-10-2023 up to 5:00 PM
4	Last Date for Submission of Physical Copy of Technical Bid	03-11-2023 up to 4:00 PM
5	Opening of Technical Bid	04-11-2023 at 11:00 AM Technical Presentation :- To be intimated to qualified bidder.
6	Opening of Financial Bid	To be intimated by Authority to Technically Qualified Bidders

2.4 Preparation of Bids

The Bidders are required to submit the Bid in two parts in two separate envelopes / parts and put together in one single outer envelope. The two parts shall be captioned as follows on the respective envelopes:

Part 1: Bid Processing Fee & EMD; and

Part 2: Technical Bid (Original).

The Financial Bid needs to be submitted online on www.hptenders.gov.in only.

The Bid shall be written in English only.

The Part-1 submission (Cover-1) shall contain the following information as described in ensuing sections

PART 1: Bid Processing Fee and EMD as per details provided in RFP.

Bids should be accompanied with Bid Processing Fee and / or EMD as per the terms of this RFP. Bid submitted without Bid Processing Fee and / or EMD shall be summarily rejected and will not be evaluated.

PART 2: TECHNICAL BID

In preparing the Technical Bid, Bidders are expected to examine the submission documents/format / enclosures etc., comprising this RFP in detail. Material deficiencies in providing the information requested may result in rejection of the Bid.

During preparation of the Technical Bid, Bidders must give particular attention to the following:

a) The Bid evaluation is based on the parameter **as indicated in the Financial Bid Format** and

not based on the number of professional staff months estimated by the Bidder. The estimated person-months for the Project to be provide by the Bidder in the formats would be for information purpose only.

- b) It is desirable that the majority of the key professional staff (as proposed by the bidder) should preferably be permanent staff. **The permanent staff would be considered those employed with the Bidder for at least one year.** Weightage will be given to the personnel, based on longer duration of its employment with the Bidding Party. For avoidance of doubt personnel would mean professionals and support staff provided by the Consultants and their associates and assigned to perform the services under this RFP or any part thereof.
- c) Alternative professional staff shall not be proposed and only one Curriculum Vitae (CV) must be submitted for each position and proposed professional staff must have the minimum experience as indicated in the **Stage 3: Technical Bid Evaluation.**
- d) A good working knowledge of the local language, is preferable and not mandatory for key professional staff on this Project. Reports must be in English language only.
- e) It is desirable that the Key professional staff have sector and area acquaintance.
- f) The Technical Bid must provide the following information, using but not limited to the formats as indicated below:
 - **Form 1: Technical Bid Submission Form**
 - **Form 2: Format for Power of Attorney for Authorized Representative**
 - **Form 3: Financial Summary of the Bidder**
 - **Form 4: Format for Letter of Undertaking**
 - **Form 5: Format for Showcasing Experience**
 - **Form 6: Team Profile**
 - **Form 7: Format for CV of Key Personnel**

The Technical Bid must not include any financial information.

PART 3: FINANCIAL BID – to be strictly submitted online only

In preparing the Financial Bid, Bidders are expected to take into account the requirements and conditions of the RFP documents. It should include all costs associated with the Project, including(a) remuneration to the staff and (b) rentals / fixed rates / reimbursable such as subsistence (per diem, housing), transportation (for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, and surveys (Soil, topography etc.), training, software license, etc. as components of this Project.

The Financial Bid should clearly identify and include all the taxes, duties, fee, levies and other charges imposed under the applicable law, on the Bidders, and their personnel, and include as part of their offer, and show only GST separately.

Bidders have to express the price of their services in the format as indicated in the sample format placed at **Annexure 1: Financial Bid Submission Form** (to be submitted online only on www.hptenders.gov.in website).

The cost of the project is output based (even though details in terms of man-months may be sought from the Bidders). The financial bid approved by the client is fixed and shall not be increased under any circumstances.

Conditional Tenders / bids shall not be accepted.

2.5 Submission, Receipt and Opening of Bids

Bids / Proposals should be submitted in an outer envelope clearly mentioning “**Proposal for Selection of an Architect cum Consultant (including Preparation of DPR and PMC) for Development of Mata Shri Chintpurni Temple, Himachal Pradesh**”.

The original bid shall be prepared in indelible ink. It shall contain no inter-lineation or overwriting, except as necessary to correct errors made by the Bidder. Any such corrections must be initialed by the person who signs the Bids.

Each of the bids, along with their relevant enclosures should be bound, paginated, with an index of submission on the first page.

An authorized representative of the Bidder shall initial all pages of Technical Bid. The representative's authorization shall be in the form of a written power of attorney accompanying the Bid, or in any other form demonstrating that the representative has been duly authorized to sign.

The Bid Processing Fee and the EMD must be in one Envelope (Cover-1) and Technical Bid must be in another Envelope (Cover-2). The envelope must be clearly marked on top as "Technical Bid". **A soft copy of Technical Bid, in PDF format on pen drive, should also be placed in the cover containing the Technical Bid.**

The two separate envelopes containing the Bid Processing Fee and EMD and Technical Bid (along with the presentation), should be placed in one cover and addressed to Authority (as per the given detailed address) and labelled the Project name clearly. The Bid shall be sent at the following address:

To,
Asst. Engineer,
Temple officer
Mata Shri Chintpurni Temple
Temple Trust Mata Shri Chintpurni Ji, Tehsil-Amb, District Una, H.P.
Tel. No. 01976-255818,
Email tochintpurni-hp@nic.in

The completed Bids must be delivered / submitted on or before the submission time and date as stated in Bidding Schedule. The Authority shall not be responsible for misplacement, losing or pre-matured opening, if the outer envelope is not sealed and / or not marked as stipulated.

After the deadline for submission of Bids, the Technical Bid envelope shall be opened in the presence of the Bidders / their Authorized Representatives who choose to attend on the date and time indicated in the Bidding Schedule

Important Note:

- a) **Bidders are required to be upload Technical as well as Financial bid on www.hptenders.gov.in website as per terms of this RFP.**
- b) **The complete set of the Technical Bid (including Annexures, Letters, various documentary proofs etc), as being uploaded by the Bidder shall also be submitted in the**

Hard copy, along with a copy of the same in a pen drive along with the Bid Submission.

- c) **Financial Bids are to be uploaded on the website only as mentioned in the RFP.**
- d) **The Financial Bid shall not be submitted with the Technical Bid. Submission of Financial Bid along with Technical Bid will lead to the disqualification of the Bidder.**

2.6 Bid Evaluation

The responsive bids shall be evaluated on a Quality Cost Based System (QCBS) Basis. Total score will be calculated based on Technical Score (70% weightage) and Financial Score (30% weightage). The Bidder with highest total score shall be declared as Successful Bidder and called for negotiations, if necessary, while the second ranked Applicant will be kept in reserve.

The following procedure shall be adopted in evaluating the bids:

2.6.1 Stage 1: Test of Responsiveness

Prior to evaluation of the documents contained in the Technical Bid envelope, the Authority shall determine whether each Bid is responsive to the requirements set out in this Tender. A Bid shall be considered responsive only if:

- It is received by the Bid Due Date including any extensions thereof.
- The Part-1 submission (Cover-1) shall contain the Bid Processing Fee and EMD as defined under:
 - **Bid Processing Fee:** Bidder has to furnish, as part of its submission, non-refundable Bid Processing Fee amounting to Rs. [11,800/- including G.ST.]/- ([Eleven Thousand Eight Hundred Rupees including GST Only] only). The Bid Processing Fee shall be submitted in the form of a Demand Draft (DD) drawn in favour of Temple Officer Mata Shri Chintpurni Ji payable at Chintpurni Himachal Pradesh.
 - **Earnest Money Deposit:** Bidder has to furnish, as part of its submission, Bid Security/ Earnest Money Deposit amounting to ₹[10,00,000/- ([Ten Lakh Rupees Only]) in the form of a Demand Draft / FDR / Bank Guarantee (**Refer to Form 8 for the format of Bid Security and Annexure 2 for List of Applicable Banks in case Bid Security is being submitted in the form of Bank Guarantee**). The validity period of the Bid Security, in case of Demand Draft, shall not be less than 60 (Sixty) days from the Bid Due Date (which shall be extended on mutual agreement). The EMD of the unsuccessful bidders shall be returned by the Authority preferably within 15 days of the signing of the Agreement with the Selected Bidder. The EMD of the Selected Bidder shall be returned upon submission of the Performance Guarantee (5%).

Note: Bidders must ensure that the purchaser of the DD towards Bid Processing Fee and Earnest Money Deposit should be the Bidder only. DDs purchased under the hand/in the name of any purchaser other than the bidder may render the bid non-responsive.

- It does not contain any condition or qualifications, and it is not non-responsive in terms hereof.

Responsive Bids, fulfilling the criteria as given above, shall be evaluated as per Stage 2 given below.

Note: Bidders must take utmost care that the submission made by them shall also adhere to the following:

- It is signed, sealed, bound together and marked as stipulated in this Request for Proposal document.
- It is received as per the formats prescribed in the Section 3 – Technical Bid Forms of the Request for Proposal document.
- It contains information in formats same as those specified in this Request for Proposal document.
- It contains the necessary documentary proof as specified in the checklist mentioned in Request for Proposal document.

2.6.2 Stage 2: Pre-qualification Evaluation

Bidders who comply with the following basic criteria are eligible for participation in this tender:

- (i) Bidder should be a company registered under the Companies Act of India OR a registered Partnership Firm (including LLP) OR Proprietorship Firm OR an Expert Institution and **should be in existence for at least 15 years**, in India.
- (ii) Bidder shall be Sole Firm/ Entity and no consortium shall be permitted.
- (iii) The **Minimum Average Annual Turnover** for the Bidder from Consultancy Services in the last 3 years (2020-21, 2021-22, 2022-23) should be ₹10.00 Crores (Rupees Ten Crores only).

Note: The Bidder shall enclose with its Proposal, certificate(s) from its Statutory Auditors stating its total revenues from professional fees during each of the past 3 (three) financial years. In the event that the Bidder does not have a statutory auditor, it shall provide the requisite certificate(s) from the firm of Chartered Accountants that ordinarily audits the annual accounts of the Bidder.

- (iv) The Bidder should have successfully completed projects pertaining to providing Comprehensive Architectural Consultancy (Preparing DPR, Detailed Designing, estimates, tendering and implementation support in the form of day-to-day supervision) for projects related to development of Religious Tourism or Temple Infrastructure Projects, or Large Landscape works, Memorials of National Repute which attracts Tourists for Government clients, PSU or reputed Private clients, **in the last 07 years (as on Bid Due Date) in India** as under:
 - a) At least one similar project with a project cost not less than **₹ 80.00 crores (Rupees Eighty Crores only)**.
 - Or
 - b) At least two similar projects with a minimum project cost not less than **₹ 50.00 crores (Rupees Fifty crores only)** each.
 - Or
 - c) At least three similar projects with a minimum project cost not less than **₹ 40.00 crores (Rupees Forty crores only)** each.

- (v) The Bidder should not be blacklisted by any Government Department,

Organization, Corporation, or any other body.

- (vi) Bidder or its Associate should have, during the last 5 (five) years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder or its Associate.
- (vii) A minimum of one year for each key Personnel to be assured by the Consultant and must fulfill the Conditions of Eligibility as specified below:

Key Personnel	Minimum Educational Qualification	Professional Experience (in yrs.)	Experience on eligible assignments
Team Leader	Degree in Architecture & Registered with the Council of Architecture	15	Experience in planning, monitoring and project preparation of at least 3 (three) eligible projects specified in PQ criteria (iv) above including coordinating with the requiring Department/ Authority
Senior Architect	Degree in Architecture & Registered with the Council of Architecture	15	Experience in designing and project preparation of at least 3 (three) eligible projects specified in PQ criteria (iv) above and must have knowledge of Culture of Himachal Pradesh.
Structural Engineer	Degree in Civil Engineering	15	Experience in preparation of structural design, drawings, cost estimation and project report of at least 3 (three) eligible projects specified in PQ criteria (iv) above
Electrical Engineer	Degree in Electrical Engineering	10	Experience in preparation of Electrical design, drawings and cost estimation of at least 3 (three) eligible projects specified in PQ criteria (iv) above
Urban designer	Masters in Urban design/ town planning & Registered with the Council of Architecture	10	Experience in urban designing and drawings for at least 3 (three) eligible projects specified in PQ criteria (iv) above
Landscape architect	Master degree in Landscape Architecture & Registered with the Council of Architecture	10	Experience in landscaping for at least 3 (three) eligible projects specified in PQ criteria (iv) above

Mechanical Engineer	Degree in Mechanical Engineering	10	Experience in preparation of Mechanical equipment layout design, drawings and cost estimation of at least 3 (three) eligible projects specified in PQ criteria (iv) above
Key Technical Support Staff			As required and relevant (to be proposed by the Bidder) In addition to above Key Personnel, the Bidder is required to deploy adequate number of Supporting technical staff (Architect, Planner, etc.). During the PMC phase, Consultant shall be required to deploy resources full time on site, in addition to other resources.

Bids qualifying as per the PQ Criteria, given above, will be eligible for the next stage of evaluation, that is Stage 3: Technical Bid Evaluation.

2.6.3 Stage 3: Technical Bid Evaluation:

The Authority will carry out evaluation of Technical Bids, based on the point / marks system as specified in the Table below. Each pre-qualified bid shall be attributed a Technical Score. The Bidders are also required to give a presentation detailing various aspect as per the details included in the Table below. Marks out of 100 shall be awarded as per the Technical Bid Evaluation and the presentation. **Bidder obtaining at least 75 marks shall be considered to be Technically Qualified.**

The combined Technical Qualification and presentation would carry marks as below:

Sr no	Parameters	Max Marks
1	Years of existence of the Bidder (as per prequalification criteria 2.6.2 (i)) If X is > 15 years but < 20 years: 5 marks If X is > 20 years but < 25 years: 7.5 marks If X is > 25 years: 10 marks (Where X is years of existence)	10 marks
2	Minimum Average Annual Turnover of the Bidder (as per prequalification criteria 2.6.2 (ii)) ₹ 10.00 Crores & < ₹ 15.00 Crores: 5 marks ₹ 15.00 Crores & < ₹. 20.00 Crores: 7.5 marks ₹ 20.00 Crores: 10 marks	10 marks

3	<p>Total cost of eligible projects (as per prequalification criteria 2.6.2(3))</p> <p>If Y is > ₹ 100.00 Cr. & < ₹ 150.00 Cr.: 15marks If Y is > ₹ 150.00 Cr & < ₹ 200.00 Cr: 20 marks If Y is > ₹ 200.00 Cr: 25 marks (Where Y is Eligible works handled in ₹ Crores).</p>	25 marks
4	<p>Qualification and Competence of the Key Personnel for this assignment</p> <p>A. Team Leader : (5 marks)</p> <p>1. General Qualifications - (Professional / Education Qualification =2 marks Years and Relevance of Experience=3 marks (a) Experience 15 years = 2 marks (b) More Than 15years = 3 marks</p> <p>B Sr. Architect: (5 marks) 2. General Qualifications - (Professional / Education Qualification = 2 marks) Years and Relevance of Experience =3 marks (a) Experience 15 years = 2 marks (b) More Than 15 years = 3 marks</p> <p>C Structural Engineer: (5 marks) 3. General Qualifications - (Professional / Education Qualification = 2 marks) Years and Relevance of Experience=3 marks (a) Experience 15 years = 2 marks (b) More Than 15 years = 3 marks</p> <p>D. Urban Designer (3 marks) General Qualifications - (Professional / Education Qualification – =1 marks) Years and Relevance of Experience=2 marks (c) Experience 10years = 1 marks (d) More Than 10 years = 2 marks</p> <p>E. Landscape Architect: (3marks). General Qualifications (Professional / Education Qualification – 1 marks) Years and Relevance of Experience=2 marks (a) Experience 10 years = 1 marks (b) More Than 10 years = 2 marks</p> <p>F. Electrical Engineer: (2 marks) General Qualifications - (Professional / Education Qualification – 1 marks) Years and Relevance of Experience (a) Experience 10 years& above = 1 marks</p> <p>G. Mechanical Engineer: (2 marks) General Qualifications - (Professional / Education Qualification – 1 marks) Years and Relevance of Experience (a) Experience 10 years& above = 1 marks</p>	25 marks
5	<p>Technical Presentation to the Committee</p> <p>Appreciation of Project Area, Comments on ToR (term of</p>	30 marks

	reference) and understanding of the Project including Approach and methodology (A&M) Showcasing previous experience specific to Religious/ Temple Infrastructure projects or Large Landscape works, Memorials of National Repute which attracts Tourists Team availability specific to the project type Work Plan, Activity Schedule, and Staffing Schedule. Element of innovation, new tourism concepts to be initiated in the site, use of appropriate technologies	
	TOTAL MARKS	100 marks

Note:

- (i) For all the submitted projects, documentary evidence to substantiate the scope of work, duration, successful completion, project type, project cost, and any other aspect for which marks are being sought shall be submitted in the form of Work Order, Agreement, Completion Certificate from the Client is mandatory.
- (ii) Decision of Authority towards adjudging similar projects shall be final and binding on the bidders.
- (iii) Bidders are required to include the Technical Presentation, with their Technical Bid submission, in both hard copy and a soft copy in the pen drive. The Technical Presentation shall be evaluated by the Evaluation Committee and marks will be awarded. The presentation should be concise and should not exceed more than~30 slides. Bidders are advised to keep the presentation self-explanatory and as per the desired format, for the ease of evaluation.
- (iv) The CVs of the staff shall be submitted in the format placed at Form 7. Bidders should take note that the CV must be submitted in the required format only and signed by the respective team member OR the authorized signatory. CVs which are not in the format, may not be considered for marking.
- (v) The Authority expects all the Key Personnel specified in the Bid to be available during duration of the Project. The Authority will not consider any substitution of Key Personnel except under compelling circumstances beyond the control of the Consultant and the concerned Key Personnel. Such substitution shall be limited to not more than one Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. Without prejudice to the foregoing, substitution of one Key Personnel shall be permitted subject to reduction of remuneration equal to 2.5% (two point five percent) of the total remuneration specified for the Key Personnel who is proposed to be substituted.
- (vi) Bidders must take note, that the above-mentioned team is the Core Team for the project. Consultant shall be required to deploy many other regular team members as required from time to time.

2.6.4 Stage 4: Financial Bid Evaluation:

After the evaluation of Technical Bid is complete, the Authority will notify, before the date of

financial bid opening, those Bidders whose Technical Bids were considered responsive and who have qualified in the Technical Bid.

The Financial Bids shall be opened from www.hptenders.gov.in website in the presence of the Bidders / authorized representatives who are technically qualified and who choose to attend. The name of the Bidders, the technical scores, and the quoted prices shall be read aloud and recorded when the Financial Bids are opened.

It is expected that Bidders shall determine the costs appropriately and shall take necessary care in allocating budgets adequately to major components of the assignment.

The Financial Bid to be considered for evaluation shall exclude GST, but shall include all the other taxes, if any.

The Evaluation procedure would be based on Quality and Cost Based Selection (QCBS) criteria. The shortlisted bidders will be given total score which will be determined as under:

**70% weight-age will be given to the Technical Score.
30% weight-age will be given to the Financial Score.**

Technical Score (St)

Technical Score will be based on Marks obtained out of 100 in Technical Evaluation as per criteria mentioned above.

Financial Score (Sf):

Financial Score will be based on Financial Bid submitted (on Annexure- I). It will be determined as per the following formula

$$Sf = FL / F \times 100$$

In which Sf is the financial score FL is the lowest bid , F is the bid quoted by the respective bidder.

Total Score (S): -Total Score will be sum of technical and financial score as per the weight-age assigned to technical bid (i.e.70%) and Financial bid (30%)

$$S = (St \times 0.7) + (Sf \times 0.3)$$

Tender bid will finally be ranked according to the total score (S)

The successful bidder shall be the first ranked bidder (whose total score is the highest). The second ranked bidder shall be kept in reserve and may be invited for negotiations in case the first ranked bidder withdraws, or fails to comply with the requirements specified hereinabove.

2.7 Negotiations

Prior to the expiration of period of validity of Bid, Authority shall notify the Selected Bidder who has emerged the L1 bidder and invite them to negotiate. The invited consultant will, as a pre-requisite for attending negotiations, confirm availability of all nominated experts / key personnel and satisfy other pre-negotiation requirements as may be specified by Authority. The aim is to reach agreement on all points. If negotiations fail, Authority may invite the second ranked bidder (L2), to negotiate.

2.8 Award of Work

After completion of negotiations with the Selected Bidder, the Authority shall award the work to

the Selected Bidder by issuing a Letter of Award (“LOA”).

The Selected Bidder with whom the Consultancy Agreement (the “Agreement”) is signed is expected to commence the Project on the date as indicated by the Authority during the negotiation meeting.

The Selected Bidder shall be required to submit a Performance Guarantee which shall be equal to 5% of the Negotiated Contract Value, in the form of a Bank Guarantee / FDR as a pre-requisite to signing of the Agreement. The Performance Guarantee shall be submitted within 10 days of the issue of the LoA and shall be kept valid for 26 months from the date of signing of agreement. Failing to adhere to the said conditions might lead to the withdrawal of the LoA and the Performance Guarantee shall be forfeited. Additionally, 5% retention money from each bill shall be deducted and released back as per the tender conditions.

The Performance Guarantee, as submitted, shall have to be renewed by the Consultant before its expiry, if so desired.

2.9 Confidentiality

Information relating to evaluation of Bids and recommendations concerning awards shall not be disclosed to the Bidders who submitted the Bids or to other persons not officially concerned with the process without the consent of the appropriate Authority.

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

Notwithstanding the aforesaid, the Consultant, its Sub-Consultants and the Personnel of either of them may disclose Confidential Information to the extent that such Confidential Information:

- (i) was in the public domain prior to its delivery to the Consultant, its Subconsultants and the Personnel of either of them or becomes a part of the public knowledge from a source other than the Consultant, its Subconsultants and the Personnel of either of them;
- (ii) was obtained from a third party with no known duty to maintain its confidentiality;
- (iii) is required to be disclosed by Applicable Laws or judicial or administrative or arbitral process or by any governmental instrumentalities, provided that for any such disclosure, the Consultant, its Sub-Consultants and the Personnel of either of them shall give the Authority, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment; and
- (iv) is provided to the professional advisers, agents, auditors or representatives of the Consultant or its Sub-Consultants or Personnel of either of them, as is reasonable under the circumstances; provided, however, that the Consultant or its Sub-Consultants or Personnel of

either of them, as the case may be, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.

2.10 Right of Rejection

1. Authority reserves the right to reject any or all Bids, to waive any formality in such Bids, to request new Bids, to revise the RFP prior to, and including, the pre-bid meeting date, to proceed to do the work otherwise, withdraw this RFP, not award the work, or not to award a portion of work at any time.
2. The receipt of bids shall not in any way, obligate the Authority to enter into a Consultancy Agreement, or any other agreement of any kind with the Bidder. All submitted copies of the bids shall become the property of Authority.
3. The bid will be rejected for award if it determined that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the project in question.
4. A Bidder will be declared ineligible, either indefinitely or for a stated period of time, to be awarded a project if Authority at any time determines that the Bidder has engaged in corrupt or fraudulent practices in competing for or in executing, a project; and
5. A Bidder may be declared ineligible and/or blacklisted from further bidding with Authority for a period as deemed fit by Authority, in case any misrepresentation of facts / details is found in the bid as submitted by them at any point of time.

2.11 Liquidated Damages & Penalties

Liquidated Damages for delay: In case of delay in submission of any deliverable, liquidated damages not exceeding an amount equal to 0.1% (zero-point one percent) of the Consultancy Fee per day, subject to a maximum of 2.5% (two-point five percent) of the Consultancy Fee will be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time shall be granted, without any penalty, on written request justifying the cause of such act.

Encashment and appropriation of Performance Security: The Authority shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Consultant in the event of breach of this Agreement or for recovery of liquidated damages specified in this Clause.

Penalty for deficiency in Services: In addition to the liquidated damages not amounting to penalty, as specified in this Clause, warning may be issued to the Consultant for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the Authority, other penal action including debarment for a specified period may also be initiated as per policy of the Authority. If major deficiency of significant nature in the services is observed, an additional levy of compensation up to a maximum of 5% of the consultancy fee shall be made on the consultant. In this regard, the decision of Authority will be final and binding.

2.12 Documents prepared by the Consultant to be property of the Authority

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer

files, reports, records, documents and other materials (the “**documents and materials**”) prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of Authority and shall be delivered to Authority upon request of the competent officer or upon the termination of the Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by Authority of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. In the event of termination, all finished or unfinished documents and other materials, if any, at the option of Authority, and to the extent permitted by law, shall become the property of the Authority. Consultant may retain copies thereof for its files and internal use. Any publication of information directly derived from work performed or data obtained in connection with services rendered under this Agreement must be first got approved by Authority.

3. TERMS OF REFERENCE

3.1 Background

Mata Shri Chintpurni Temple is a famous Shaktipeeth located in District Una of Himachal Pradesh. The ancient temple of Mata Shri Chintpurni is located over an area of approximately 0-11-15 hect. at present. As per estimates, around 35-40 lac pilgrims visit the Temple annually with a weekly average footfall of 70,000-80,000 persons. The current area of the Temple has fallen short of the requirements of ensuring convenient darshan for the devotees and the queues of the devotees spill out of the temple complex on most days. The Mata Shri Chintpurni Temple Trust, Himachal Pradesh, with its consistent efforts towards the development and promotion of religious tourism and with an intention of providing better infrastructure at Chintpurni, has acquired additional land to the extent of approximately 0-16-69 hect. along with structures around the temple premises. The Temple is also willing to acquire more land, if necessary, for the Project. Now the Temple Trust intends to prepare a DPR for Development of Mata Shri Chintpurni Temple in which we require very good infrastructure for pilgrims coming for darshan of Maa, expanded circulation area for pilgrims and shopping complex consisting of at least 35 shops for individuals whose land has been acquired (as agreed with them). In this project, we need development of world-class infrastructure including pilgrims queue system, Mundan ceremony area, bathing area after Mundan, drinking water facilities, Prasad distribution spot, electrification work in the whole area, beautification of the façade of the Temple, Toilets facilities, CCTV Surveillance system, beautiful interiors, signages and other incidental civil/electrical works. During restoration and up gradation of facilities around Temple, it should be ensured that the beauty and ancient architecture of the Temple is preserved. No tempering should be done with the architecture of the temple. The project proposal should also clearly set out the plan regarding the existing structures of the Temple complex including the Administrative Block, Lift complex etc. There is a proposed ropeway to be built from Baba Mai Dass Sadan to the Temple Complex requiring approximately 225 sq m by Ropeway & Rapid Transport System Development Corporation (RTDC), HP which will have to be integrated with the Project requirements.

The Project would also include beautification of the area of approximately 0-28-58 hect. sq m which consists of Talaab from where the water for snaan of Maa is brought every day and the staircases leading to the Talaab. The area of the Project is enclosed in **Schedule – 1 (Area of the Project)**.

Estimated Cost of this project is approximately Rs. 100.00 Crores.

Broad facilities to be provided are as follows:

Pilgrim Facilitation Center

- (i) Cloak room, ticketing counter etc.
- (ii) Information Centre & utilities
- (iii) Souvenir shops

Multi-utility block

- (i) Designated entry (VIP & public)
- (ii) Trust office
- (iii) Public utilities
- (iv) VIP lounge
- (v) VIP buggy service

Pilgrim management block

- (v) Multipurpose halls
- (vi) Queue management zone (3 floors)
- (vii) Pilgrim holding capacity on 3 floors – 14000 people
- (viii) Utilities

Prasad block

- (i) Shops
- (ii) Security and service block

Other facilities

- (i) Temple Façade development
- (ii) Integration of the proposed Ropeway
- (iii) Beautification and development of the stair and Talaab area
- (iv) Any other work as directed and specified by the Authority.

3.2 Implementation Period

The implementation period of the Project is envisaged to be 1½ years (18 months).

3.3 Scope of Work

3.3.1 The Consultancy for this assignment shall be conducted as specified below:

- (i) The Consultant shall be guided in its assignment by the bidding documents developed for the project and the Consultancy Agreement.
- (ii) The Consultant shall be responsible for preparing the project concept along with all relevant design, drawings, 3D Views, Model, detailed project report etc. and for bringing out any special feature or requirement of the Project.
- (iii) The Consultant shall assist the Authority in:
 - a) Detailed design of the identified works along with any additional work that emerges following discussions with the Authority, Trust and local stakeholders.
 - b) Carry out all the investigations and surveys as topographical survey, geotechnical investigations and drone survey that may be required for the said Project (from planning, DPR, detailed design to the implementation stage).
 - c) Undertake Comprehensive Architectural Consultancy including detailed drawings, preparation of BOQ and estimates, assistance in tendering towards selection of Contractors and Agencies.
 - d) Procure all clearances that may be required for the project implementation. The Authority shall bear all the statutory fee for the purpose.
 - e) Undertake Day to day Project supervision during the implementation period.
- (iv) The Consultant shall assist the Authority by furnishing clarifications as required for the structuring, documentation and award of the Project.
- (v) The Consultant shall also participate in the pre-bid conferences with the Bidders of the Project and assist the Authority in clarifying the financial aspects arising from the Bid

Documents.

- (vi) The Consultant shall make available the Team Leader and other Key Personnel to attend and participate in meetings, conferences and discussions with the Authority and shall otherwise advise on and assist the Authority in diverse issues that may arise from time to time.

3.3.2 General Scope

(i) Establishing the Project Rational

The Consultant has to collect all Primary & Secondary data on the Project location and clearly bring out the need of the Project, its impact on the existing situation and the benefits that will accrue to the society as a whole, the State Govt and the Trust.

Also, as an enabling step, Consultant should obtain and / or verify all baseline data for the project to ensure accuracy. Consultant shall analyze availability of support infrastructure facilities like Power Supply, Water Supply and Sewerage System, Transportation Linkages etc. as is required for development of the Project. The Consultant has to carry out Topography Survey of the plot and Sub Soil Investigation work for minimum sufficient Nos. of bore Hole at different location in consultation with the authority concern.

(ii) Project Planning

The Consultant shall undertake planning and design of the Project based on its need and utility.

Consultant is required to develop conceptual layout/ master plan of the project as whole as well as individual Project components. The Master plan should be to the extent that it is able to capture and denote entire developable area in the Project including internal road network, drainage, sewerage and other services.

The project components shall mainly consist of the following:

- a) Preparation of Site plan showing provision of Drainage, Sewage disposal, Approach and Internal road network, landscaping Schemes, Parking etc.
- b) Site development design
- c) Architectural planning and design, 3D Views, Model Preparation
- d) Interior design works including schemes for related components.
- e) Structural design
- f) Sanitary, Plumbing, Drainage, Water supply, Sewerage disposal design etc.
- g) Electrical, Electronics, Communication system design etc including C.C.TV , Wi-Fi system
- h) Air conditioning design and other Mechanical systems like elevators, escalators, etc.
- i) Fire detection, Fire protection, Fire Hydrant / Sprinkler, Security system etc.
- j) Other allied works like landscaping, Plantation etc
- k) Visitor's utility space.
- l) Graphic design, Signage and Murals etc.
- m) Obtaining statutory clearance from the appropriate authorities.
- n) Detailed project report including Bill of Quantities
- o) Detailed work schedule in CPM/PERT
- p) Periodic Inspection and evaluation of construction work till completion of the project. No extra payment should be claimed for such site visit expenses.

If so required for the Project, the Consultant shall include the details of additional land

acquisition, if required.

Consultants have to attend the review meeting at authority office / site as and when called for. No Extra payment should be claimed for the same.

While preparing the project proposal, care should be taken for inclusion of the following in addition to the required facilities:

- a. All the buildings including construction materials and the overall landscape to be in compliance to the green building requirements.
- b. Waste water management scheme
- c. Sewage treatment plant
- d. Rain water harvesting
- e. Solar Power

(iii) Design and Drawings

The Consultant shall prepare detailed design and working drawings for all components of the Project including internal road network. The conceptual drawings are to be submitted with the proposal and the Consultant has to give a power point presentation with 3D views to explain his proposal. After in principle approval of the authority, the detailed drawings are to be incorporated in the project report with necessary modifications as required from time to time. The Consultant has to supply Model with made of suitable materials and proper scale to the satisfaction of the Authority.

The Consultant is expected to suggest the environment compliance issues with respect to the project in question. The compliance issues that need to be adhered to regarding the environmental aspects shall be clearly brought out in the Detailed Project Report. The scope of the consultancy service shall also include obtaining statutory clearances from the appropriate authority.

The Consultant shall also prepare necessary reports/ documents for obtaining necessary clearances required if any from the concerned authorities like Environment/ Forest /Archeological Department, Tribunals/ Courts etc. The client shall provide the necessary supporting letters and any official fees as per the demand note issued by such concerned agencies from whom the clearances are being sought to enable implementation. Wherever required, consultant will liaise with concerned authorities and arrange all clarifications.

(iv) Determining Project Cost

The Consultant shall determine the approximate Construction Cost and Schedule of work relating to the implementation of the Project. The project costs will broadly be based on the following:

- a) Civil, Electrical, Mechanical and other allied construction cost with due consideration of Construction Period.
- b) Land development and Approach road
- c) Additional land acquisition, if required, for the Project
- d) Utilities which include requirement of Power, Sewerage & Water Supply, Area
- e) Lightning, communication facilities etc.
- f) Plantation
- g) Landscaping
- h) Interior works,
- i) Graphic design, Signage and Murals

(v) Project Management Plan

The Consultant is required to work out a detailed construction, operational and maintenance management plan for the project. This should include operational safety and hazard considerations etc.

(vi) Review of the Regulatory Framework

The review of Regulatory Framework is an essential pre-requisite to the successful implementation of the Project. Consultant should outline the existing regulation and indicate how the same has to be undertaken for swifter implementation of the Project.

3.3.3 The Scope of Services specified in this Clause 3 are not exhaustive and the Consultant shall undertake such other tasks as may be necessary to appraise the project and its successful implementation. However, the consultancy fee is not liable to increase in case of escalation or revision of the total project cost. In case of decrease in project cost, scope of work may be increased proportionately.

3.3.4 The detailed scope of work shall be as below:

Stage 1: Concept Design

- (i) Ascertain requirements, examine site constraints & potential; and prepare a design brief after verification of land records and availability, suitability for the project after considering existing bylaws & prevalent regulations for Authority's approval.
- (ii) Review of the projects identified by the Authority and ascertain the feasibility of the same based on local studies and surveys, along-with identification of further projects for holistic development of the area, by linking the site of works with the overall tourism landscape of the region.
- (iii) Prepare a site evaluation report, along with state of existing building and infrastructure; and analysis and impact of existing and / or proposed development on its immediate environs, both positive and negative.
- (iv) Site evaluation, analysis, and impact of existing and / or proposed development on its immediate environs. (It is mandatory to visit the site before preparing the design proposal & precisely verify the suitability of the proposed work, land ownership, dimensions, areas available for implementation of project. It is the responsibility of the architect to check & verify the land clarity, Suitability & User Rights available with CTT for the proposal made & any official permission required/ the matter should be brought to the notice of CTT well in advance)
- (v) Identify and undertake all studies, surveys and investigations required for the project, including but not limited to topographical surveys, contour surveys, soil bearing capacity, structural analysis of the existing heritage structures, etc. The cost of all surveys and investigations should be considered while quoting the fee. No additional payment shall be made by the Authority towards the same.
- (vi) Identify all stakeholders associated with the project to understand their roles and devise strategies to systematically engage them through all stages of the project.

- (vii) Identification of all statutory clearances required for the project
- (viii) Prepare conceptual designs with reference to requirements given and prepare rough estimate of cost on area basis and submit the same for the feedback of the Authority.

Stage 2: Preliminary Design and Drawings

- (i) Modify the conceptual design incorporating required changes and prepare the preliminary drawings, sketches, study model, etc. for Authority's approval along with estimate of cost.
- (ii) Structural design: Prepare design of foundation and buildings structure after taking into account soil test report to withstand cyclone / windstorm, seismic loads and earthquake and shall be in accordance with National Building Code and Indian Standard Code of practice.
- (iii) Design of services including but not limited to, a) Sanitary, plumbing, drainage, water supply and sewerage design, b) Electrical, electronic, communication systems and design, and c) Fire detection, Fire protection and Security systems etc.
- (iv) Design and drawing for components like: Landscape Architecture, Conservation, graphic design and signages shall also be part of the scope of works.
- (v) A 3D video view with sufficient details and project model shall be prepared by the Consultant.

Stage 3: Statutory Clearances

The consultant shall endeavour towards identification of projects which require minimal special clearances and is sensitive to the natural and cultural environment of the site.

The Consultant shall be responsible for getting all clearances, both pre and post- construction in the form of EC, Local Authority, Archaeology etc. that may be required for the projects as identified. It is clarified that the statutory fee for the clearances shall be borne by the Authority at actuals. All other costs including technical inputs, testing of various parameters, travel etc shall be borne by the Consultant.

Stage 4: Working Drawings and Tender Documents

Prepare working drawings, specifications, and schedule of quantities [precise detailed measurements sheets with clear location references and Rate Analysis] sufficient to prepare estimate of cost and tender documents including code of practice covering aspects like mode of measurement, method of payments, quality control procedures on materials & works and other conditions of contract in accordance with codal procedures.

Stage 5: Assistance in tender invitation, analysis, negotiations, and selection of agencies

- (i) Preparation of integrated time schedule for execution.
- (ii) Short listing of vendors and agencies for execution
- (iii) Scrutiny, evaluation, and thorough analysis of technical and financial bids
- (iv) The approach and methodology for better implementation of project professionally & comprehensive planning is to be submitted for approval and smooth implementation of the project in time bound manner.

- (v) Liaising & co-ordination with the local authorities, contractor / agency and the Authority for obtaining necessary permissions /NOCs / statutory approvals, if any
- (vi)Furnish six copies of working drawings, schedules, new specification, and quantities to enable them to fulfil their obligations under the conditions of the Tender.
- (vii) Assist the Trust in evaluating all new item quotations and make recommendations in connection with the specifications and drawings connected with the project.

Stage 6: Assistance during Construction

- (i) Prepare and issue working drawings, specification, and details for proper execution of works during construction
- (ii) Issue the plinth level drawings on issuance of LoA to selected contractor / agency.
- (iii)All Working drawings required for execution shall be issued in advance, as required by the Contractor / Agency from time to time.
- (iv)Approve samples of various elements and components
- (v) Check and approve drawings submitted by the Contractor / vendors when required
- (vi)Visit the site periodically to inspect and evaluate the construction works and where necessary clarify any decision, offer interpretation of the drawings / specifications, attend meetings to ensure that the project proceeds generally in accordance with the conditions of the contract and keep Authority informed and render advice on actions.
- (vii) Prepare drawings necessary for Authority's statutory approvals and ensure compliance with codes, standards and legislation, as applicable and assist Authority's in obtaining the statutory approvals thereof, if required
- (viii)Prepare and submit complete drawings and details sufficient to commence work at site and for proper execution during the construction.
- (ix)Visit the site of works as and when necessary to clarify any decisions or interpretation of the drawings and specification that may be necessary and attend conference and meetings, as and when required and to ensure that the project process in accordance with condition of the contract.
- (x) Approve the schedule of work of progress submitted to the contractors
- (xi)Prepare and supply to the contractors such further drawings, schedule, new specifications, and quantities to enable them to fulfil their obligations under the conditions of the contract.
- (xii) Assist the Trust in obtaining all necessary permission, license and approval form the different authorities required by the Trust for execution of the project,
- (xiii)Render technical advice and assistance necessary for the project.

Stage 7: Supervision and Inspection Stage

The Consultant shall appoint a local liaising person / technical staff required to be consulted by the Authority for the purpose of the Project. The supervision work at site will be done periodically by the qualified engineer.

The measurement sheets shall be signed by the Consultant following due verifications for certification of contractor's bills and monitoring the performance of the contractor

The Consultant shall provide day to day supervision and inspection as may be necessary to ensure that works are being executed in accordance with the concept and working drawing and

specification.

The Consultant shall advise the Authority about the progress and quality of work and the standard of materials used and endeavour to guard the Authority against any defect and deficiencies in the work of the contractor/s.

Following the design phase, the Consultant shall render services as a PMC.

- 1) Supervise the Execution / Implementation of work.
- 2) Interact with various Agencies, Contractor & Other Consultants for speedy flow of information, drawings, clarification etc. with verification of actual site situation in relation to the drawings issued.
- 3) Supervise / monitor the works continuously on daily basis for conformity with quality, good workmanship, line, levels etc. and provide total superintendence to works.
- 4) Co-ordinate with participating agencies, liaison with Local Authorities / stakeholders on daily basis to ensure all the works progress in a systematic, synchronized manner and time bound manner.
- 5) Conduct regular site meetings to sort out the bottlenecks holding the progress, including taking up required permissions & sort out the Land Use issues (if any) & in case the work is hold up for a week, PMC should report to CTT's Head office (HO) in person and coordinate to resolve the issue/s from Head office, CTT by deputing Senior Engineer till it is resolved to further recommence the work.
- 6) Interact regularly with CTT on all matters related to execution including submission of weekly progress reports, cost status etc.
- 7) Verify the contractor's site measurements, bills and issue appropriate payment certificate with taking and recording MB (Measurement Book).
- 8) Organize and witness the testing along with various test reports of contractor and commissioning of services and systems
- 9) Prepare cash flow charts and update budget estimate as per actual execution and keep CTT informed on all the changes prior to implementation & execution of works if any with submission of specific reports.
- 10) Monitor the variations and deviations from the original designs, concept and work order and keep the CTT informed including obtaining prior approvals from the client whenever required with submission of Excess/Saving Statements.
- 11) Following Registers should be maintained along with other registers required as per necessity at every site with addition of other registers required as per need basis which will be inspected by CTT Engineers as and when there is site visit.
 - a) Site visit Register
 - b) Drawing Register- which should clearly depict the Drg No, Title, Date of Issue, Received date, Revision Dates & Revision Nos
 - c) Tender's Technical & Financial Bid
 - d) Steel and Cement consumption Register
 - e) Quality control Register
 - f) BBS Register
 - g) Cube Test Register

- 12) The Consultant shall not make any deviations, alterations or omissions from the approved drawings, involving financial implications without prior consent of CTT.
- 13) Work has to be carried out only after understanding all Drawings, should follow in totality the note written in the structural drawing which is issued by Architect for implementation & before starting the work according to Drawings, in case if there is any increase/discrepancy in tendered quantity, it should be immediately informed to CTT for taking written permission
- 14) The Consultant shall not, without prior written sanction of the CTT, make any deviation in the plans, specification, approved rates & quantities etc. for any items approved by the CTT.
- 15) The CTT shall be communicated for all changes, decisions, etc. in writing as shortest in time as possible well in advance.
- 16) Drawing, plans and specification are the property and ownership of CTT, irrespective of whether the work has been executed or not.
- 17) Consultant should check the specification of all the aggregates including sand, Grit & kapachi & should be used as per Gradation/specification of work only.
- 18) Consultant shall supervise thoroughly and get the work implemented for structural soundness & operational effectiveness of the works by the Contractor.
- 19) The Consultant is required to provide services in respect of monitoring, supervision, implementation, execution and recording of work as being correctly interpreted/implemented with the design of architect by the contractor
- 20) At any point of time, if doubt or discrepancy found in allotted drawing / design, Consultant shall submit the clear alternate / solution with technical justification to CTT.
- 21) The Consultant shall supervise and monitor the construction work for preoperative and execution on day to day basis during the work under progress to achieve the stipulated standards of quality of the project and timely completion.
- 22) To conduct regular site meetings, coordinate & liaison to sort out the bottlenecks obstructing the progress
- 23) To interact regularly with Authority on all matters related to execution including submission of weekly progress reports, cost status etc.
- 24) To prepare cash flow charts and update budget estimate as per actual execution and keep Authority informed on all the changes prior to implementation & execution of works if any.
- 25) The PMC shall develop and follow the computerized reporting and record management system and shall obtain prior concurrence of the same from CTT.
- 26) To Co-ordinate with participating agencies on daily basis to ensure all the works progress in a systematic, synchronized and time bound manner & has to submit weekly report to CTT showing clearly whether work progress is as per the Work Bar- chart, Time limit and scheduled of implementation with highlighting delayed activities & action required from whom -along with any critical issue / Bottleneck to be resolved & if the work is held up for more than 10 days, Consultant should report to CTT head office and resolve the issues from CTT office and follow up the matter till resolved.
- 27) To monitor the variation and deviation from the original designs, concept and quantity in the work order and keep the client informed including obtaining prior approvals from the client whenever required.
- 28) In no case Consultant will allow excess in execution of items- where quoted rate is higher than estimated rate & No saving will be there -where quoted rate is below estimated rate- Except written approval of CTT.

- 29) Consultant shall depute additional coordination engineer- project wise in CTT office irrespective of the project cost.
- 30) Consultant shall mandatory establish separate fully equipped local site office within 15 km radius of site.
- 31) The Selected Consultant shall deploy experienced resources, full time at the site as below during the implementation stage consisting of a Civil Engineer, Structural Engineer and an Electrical Engineer.
- 32) Consultant whose head office/base is out of Himachal Pradesh shall establish a regional office in Chintpurni irrespective of the project cost.
- 33) During the course of implementation of projects, prior & post execution stages, including settlement of claims & arbitration matters, if any- in all actions Consultant should indemnify & safeguard the interest of CTT.
- 34) If the works gets stop due to some or the other encroachments, Consultant is supposed to inform the respective Department and till the works get started on site the concerned Engineer should remain present in the Office of the Concerned Engineer in the Department.
- 35) Other than the fee which is to be given to the Consultant, no other expense i.e. Laboratory testing, to and fro transportation cost to attend the meetings etc will be given by the Department. The fees will be paid by checking the actual work carried out by the Contractor on site.

Stage 8: Post Execution Stage

- 1) Obtain integrated as-built up drawing, incorporating the details of various works actually executed.
- 2) Obtain guarantee certificate, maintenance manuals from specialist agencies and compile them in an easily understandable for future reference.
- 3) Prepare an integrated housekeeping, operation and maintenance manual for proper upkeep of the premises.
- 4) Assist CTT to appoint suitable agencies for operation, maintenance, and housekeeping.
- 5) Assist CTT in settlement of agencies accounts
- 6) Assist CTT in settlement of any extra / excess items if any.

Note: It is further clarified that the details as given above has tried to cover the scope of work as anticipated by the Authority. Bidders are advised to examine the RFP in detail to understand the exact scope of work that is required to be undertaken over and above the scope as mentioned in this RFP.

3.4 Deliverables

The Consultant shall undertake/deliver the following deliverables(the “**Deliverables**”) during the course of this Consultancy. Each deliverable shall include an executive summary, analyses, assumptions, results of computations, tables, charts, recommendations, and such other contents that generally comprise deliverables for similar consultancy work by way of best practices. 8 hard copies and 1 soft copy of all the Reports including drawings as mentioned herein below shall be submitted to the Authority. All the soft copies Drawings in As-Built drawings to be submitted in Auto-cad format.

Consultant will be required to undertake Power Point presentations of the Deliveries at every

intermittent stage as well as during completion of the study.

The deliverables shall include:

Inception Report

On commencement of the Consultancy, the Consultant shall prepare and submit an Inception Report (the “Inception Report”). The Inception Report shall be a further elaboration of the Consultant’s submissions towards understanding of the RFP, the methodology to be followed and Work Plan, etc. The Inception report shall include but not limited to the following:

- a) Conceptual Plan
- b) Detailed approach and methodology
- c) Key Personnel and Supporting Staff;
- d) Identification of key issues
- e) Audio/ Visual presentation at different selected levels of Authorities

Detailed Project Report (DPR)

Detailed Project Report: The Draft DPR report shall include but not limited to the following:

- a) Assessment for the need of the project;
- b) Land suitability analysis of the site;
- c) Expected benefit to the society from the project
- d) Analysis of Primary and Secondary Data Review & suggestion on the project options
- e) Fixation of area, size, proposed facilities etc. based on the assessment study;
- f) Proposal for additional land acquisition, if required
- g) Topography Survey, measured drawing of existing foundation structure and Sub Soil Investigation Report.
- h) Site Plan of the Project and Detailed layout of individual Project components
- i) Detailed design and drawings for all components of the project.
- j) Identification of risks and mitigation plan
- k) Detailed cost estimate,
- l) Report on Project Management Plan
- m) Report on Project Phasing
- n) Report on regulatory framework
- o) Any other aspect necessary for smooth implementation of the Project.
- p) Audio/ Visual presentation at different selected levels of Authorities

Final Feasibility Report:

The report will incorporate all revisions deemed relevant following receipt of comments from the Authority. The Final Report along with drawing files shall also be submitted in hard copy as well as in Soft Copy (.doc& .dwg Format.).

Consultant will have to undertake presentation at each delivery stage to Authority. All reports should be submitted in Hard Copy as well as Soft Copy (.doc&.dwg Format).

Reports and Documents to be submitted by the Consultants to Employer.

The Consultants shall submit to the employer the reports and documents after completion of

each stage of work and in the number of copies indicated against each. Consultants shall submit all other reports mentioned specifically in the preceding paras, even though they are not mentioned below:

Sl. No.	Activity	Nos.
i)	Inception Report for consideration of the Authorities.	6 copies
ii)	Detailed Project Report Audio/ Visual presentation at different selected levels of Authorities	6 copies 3 times
iii)	Final Feasibility Report.	6 copies
iv)	Detail working drawings to be submitted for approval at every stage	6 copies
v)	Final drawings to be submitted after incorporating clients suggestion and modification at every stage	10 copies
vi)	As-built drawings	6 sets
vii)	Bill of quantities	6 sets

3.5 Schedule of Fees & Timelines

The total duration for preparation of the whole work under the assignment shall be 150 days, including the time taken by the Authority in providing the requisite documents or in conveying its comments on the Draft Reports. The Consultants shall deploy the Key Personnel as per the deployment of Personnel proposed.

Sr. No.	Activities & Submission Stages	% payment	Timelines
1	<p>a) On completion of topographical survey (Total Station Survey) and submission of drawings showing site boundary, contour levels, details of existing structure, HFL etc.</p> <p>b) On completion of soil investigation study and submission of soil investigation report.</p> <p>c) Submission of Inception Report</p> <p>d) On submission of the following elements:</p> <ul style="list-style-type: none"> - Master plan conforming relevant I.S. Code showing roof of the building, road network, landscape proposal, pedestrian movement pathways etc. - Conceptual architectural drawings - All floor plans, - all crucial Sections and - all four side Elevations, - Conceptual Structural proposal, - Conceptual Interior design proposal, - Conceptual proposal for Electrical works, - plan showing conceptual Fire Hydrant layout 	10%	30 days after issuance of Letter of Award

	<p>and fire fighting proposal,</p> <ul style="list-style-type: none"> - Plan showing Sewerage layout and location of Treatment plant - Proposal for green building parameters <p>e) Submission of 3D views</p> <p>f) Submission of Cost Appraisal,</p> <p>g) Audio/ Visual Presentation at different selected levels of Authority.</p>		
2	On Submission of Detail Project Report incorporating clients suggestions and submission of modified architectural drawings after due approval from the concerned authority and Final Feasibility Report	10%	45 days after issuance of Letter of Award
3	Submitting and approval of conceptual Drawings, preliminary estimate of cost, architectural drawings, estimate as per the approved conceptual drawing, pretender architectural and Engineering working drawings	5%	75 days after issuance of Letter of Award
4	Submitting detailed specifications, bill of quantities, detailed architecture working designs together with estimates of cost sufficient to invite Tenders.	10%	135 days after issuance of Letter of Award
5	On submitting and taking approval for drawings from statutory bodies	5%	150 days after issuance of Letter of Award
6	Submission of tender documents for execution, completion of bid process and award of the project to the contractor.	10%	Within 07 days of Award of the project to the contractor
7	During Construction (Up to Plinth	5%	Within 07 days of report of engineer in charge
8	Up to Super Structure	5%	Within 07 days of report of engineer in charge
9	Upto Finishing all Works and Services, Testing and Commissioning	10%	Within 07 days of report of engineer in charge
10	On completion of Project/work including PMC cost in all respect	30%	07 days after releasing of B.G. and S.D. to the executing agency

Important Note: 1) The Authority shall endeavor to give feedback, if any on each document within 15 days of the submission, after which the Consultant shall re-submit the revised reports

and maps. Payments shall be released stage wise upon successful acceptance of the submittals at each stage by the Authority. Payments for each stage shall be calculated on a pro-rata basis on the actual cost of the project being detailed for / implemented at that stage.




5% retention money from each bill shall be deducted and released back as per the Tender Conditions. The Authority shall endeavour in releasing the Retention Money and Performance Guarantee within 30 days following the release of final payment to the consultants, in case no pending dues are there.

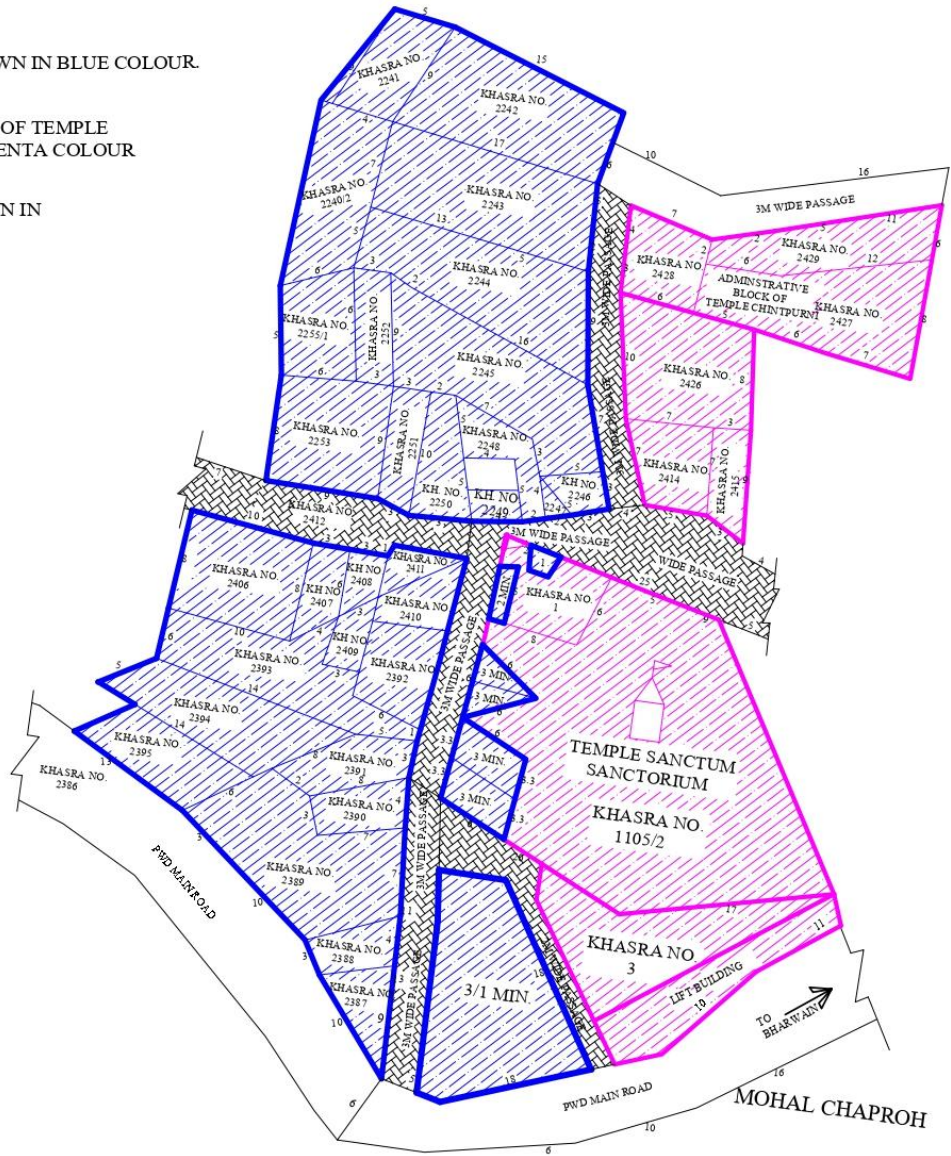
In an event the project completion is delayed beyond a period of 18 months, no additional compensation in any manner shall be given to the consultant.

SCHEDULE 1

AREA OF THE PROJECT

REVENUE MAP KHASRA NUMBER WISE SHOWING ACQUIRED LAND FOR DEVELOPMENT OF MATA SHRI CHINTPURNI TEMPLE .

-  ACQUIRED SHOWN IN BLUE COLOUR.
-  EXISTING AREA OF TEMPLE SHOWN IN MAGENTA COLOUR
-  PASSAGE SHOWN IN BLACK HATCH .



PROJECT :-
REVENUE MAP KHASRA NUMBER WISE SHOWING
LAND FOR DEVELOPMENT MATA SHRI CHINTPURNI.

SHEET NO. -1 **NOTE:-** ALL DIMENSIONS ARE IN METERS/FEET
DIMENSIONS ARE TO BE MEASURED NOT TO BE ASSUMED

NORTH :-

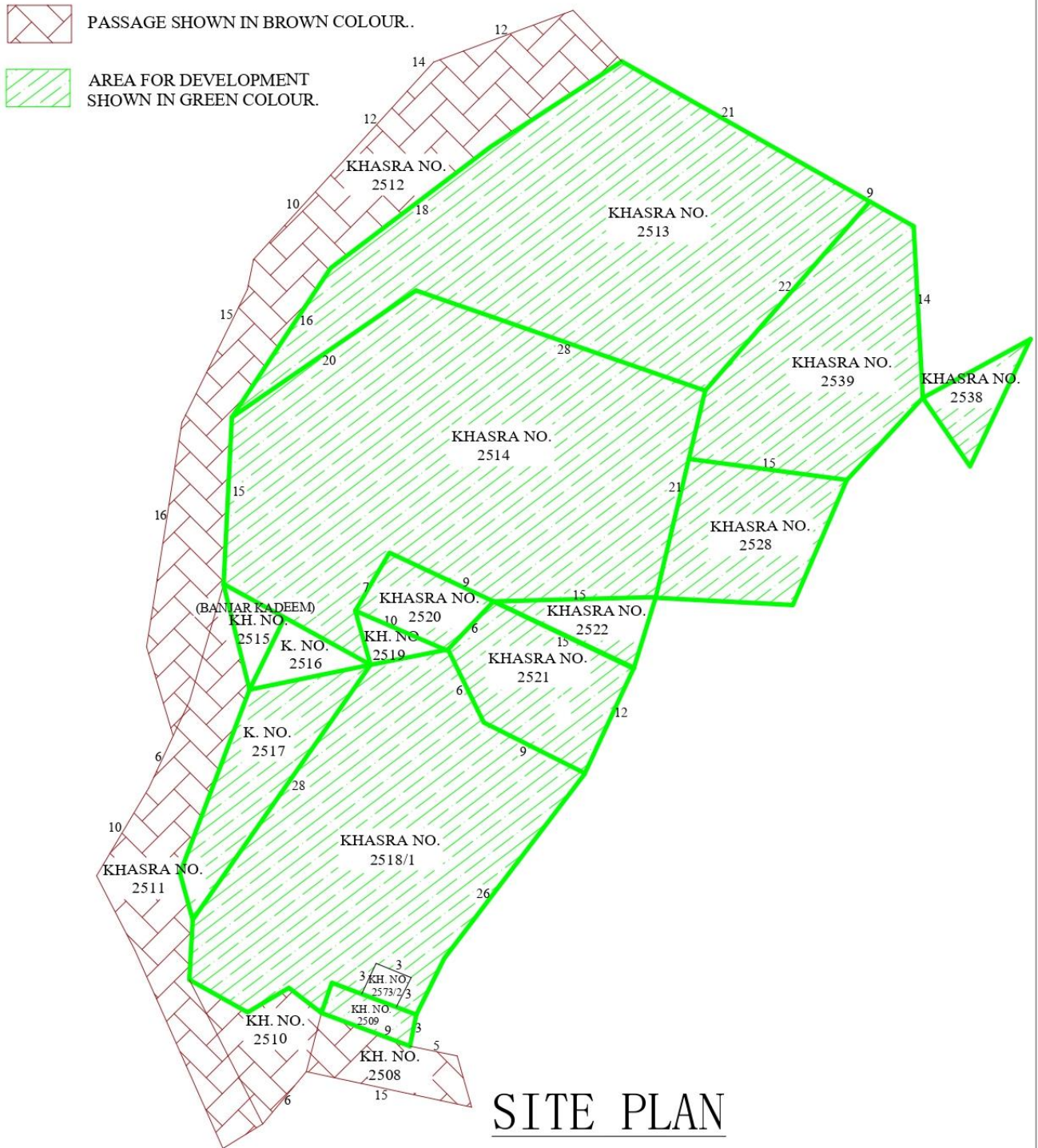


SEP. 2023

UNIQUE ARCHITECTS
AR/ER SURESH SHARMA

ARCHITECTS , ENGINEERS INTERIOR DESIGNERS
VALUERS VASTU CONSULTANTS ABOVE P. N. B. AMB.
PHONE :- 98053-75100, 98054-11781
EMAIL : uniquearchitect7@gmail.com

REVENUE MAP KHASRA NUMBER WISE SHOWING LAND FOR SHIV MANDIR TALAB AT CHINTPURNI.



PROJECT :-

REVENUE MAP KHASRA NUMBER WISE SHOWING LAND FOR SHIV MANDIR TALAB.

SHEET NO. -2

NOTE: - ALL DRAWING ARE IN METERS/FEETS . DIMENSIONS ARE TO BE READ NOT TO BE MEASURED

NORTH :-



SEP. 2023

UNIQUE ARCHITECTS
AR/ER SURESH SHARMA

ARCHITECTS , ENGINEERS INTERIOR DESIGNERS
VALUERS VASTU CONSULTANTS ABOVE P. N. B. AMB.
PHONE :- 98053-75100, 98054-11781
EMAIL :uniquearchitect7@gmail.com

SCHEDULE 2

FORMATS & ANNEXURES

TECHNICAL BID FORMS

Technical Submission Checklist

Bids must be accompanied with the following documents:

Sr. No.	Enclosures to the Bid	Status (Submitted Not Submitted)	Page Number
Envelope 1			
1.	Bid Processing Fee & Earnest Money Deposit		
Envelope 2			
2.	Technical Bid Submission Form (As per Form 1)		
3.	Power of Attorney for Authorized Representative (As per Form 2)		
4.	Financial Summary of the Bidder (As per the Form 3)		
5.	Audited Balance Sheet, Profit and Loss Statements and Annual Reports		
6.	Letter of Undertaking (As per Form 4)		
7.	A copy of Registration / Incorporation certificate of Bidder		
8.	A copy of PAN of Firm		
9.	A copy of Tax Registrations of Bidder		
10.	Experience details of the Bidder (As per Form 5)		
11.	Team Profile and CV (As per Form 6 and 7)		
12.	Scanned copy of the documents in a Pen drive		

Form 1: Technical Bid Submission Form

(on the letterhead of the Bidder) Date:

To,
Temple officer
Mata Shri Chintpurni Temple
Temple Trust Mata Shri Chintpurni Ji, Tehsil-Amb, District Una, H.P.

Subject: Submission of Bid for offering services towards Architect cum Consultant (including PMC) for Development of Mata Shri Chintpurni Temple, Himachal Pradesh

Sir,

We, the undersigned, offer to provide the consultancy services for the captioned project in accordance with your Request for Proposal dated [insert], and our Bid. We are hereby submitting our Bid which includes this Technical Bid sealed under an envelope.

This Bid and the LOA issued by the Authority in lieu of its acceptance shall form part of the Agreement to be signed between the Selected Bidder (the “Consultant”) and the Authority. If a Bidder is nominated as Selected Bidder, we understand that it is on the basis of the technical, financial & organizational capabilities and experience of the Bidder taken together. We understand that the basis for our qualification will be the complete Bid documents submitted along with this letter and that any circumstance affecting our continued eligibility as per RFP or any circumstance which would lead or have lead to our disqualification, shall result in our disqualification under this Bidding process.

We undertake, if our Bid is accepted, to complete the Project within in the stipulated time.

We agree to abide by this Bid for a period of 180 (one hundred and eighty) days from the Bid Due Date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiry of that period. In the event of our Bid being accepted, we agree to enter into a formal Agreement with the Authority, incorporating the conditions of the Bid including the addendum, if issued. We agree that if we fail to fulfil any of the conditions mentioned at RFP (or any subsequent modification / addendum / corrigendum), Authority has the right to forfeit the Bid Security being furnished by us along with this Bid.

Notwithstanding any qualifications of conditions, whether implied or otherwise, contained in our Bid we hereby represent and confirm that our Bid is unqualified and unconditional in all respects. We understand that Authority is not bound to accept any or all Bids it may receive. We declare that we have disclosed all material information, facts and circumstances, which would be relevant to and have a bearing on the evaluation of our Bid and selection as Consultant.

We do also certify that all the statements made and / or any information provided in our Bid are true and correct and complete in all aspects. We declare that in the event that Authority discovers anything contrary to our above declarations, it is empowered to forthwith disqualify us and our Bid from further participation in the Bid evaluation process and forfeit our Bid Security.

If negotiations are held during the period of validity of the Bid, we undertake to negotiate on the basis of the proposed staff. Our Bid is binding upon us and subject to the modifications resulting from negotiations. We understand you are not bound to accept any Bid you receive.

Our organization details are as follows:

S. No	Particulars	Details
1.	Basic Information of Bidder	
a)	Name of Firm	
b)	Country of incorporation	
c)	Address: Registered Address Corporate Address and its branch office(s), if any, in India	
d)	Offices in Himachal Pradesh, if yes, provide details	
e)	Date of incorporation and / or commencement of business	
f)	Bidder is a Private / Public Limited Company or Partnership Firm (including LLP) or Proprietorship Firm or Expert Institution Please give details & enclose relevant papers / certificates	
g)	Details of Income Tax Registration (Enclose PAN / GST Details)	
h)	Ownership of the Organization List of stakeholders / members who own 10% or more stocks & their interest in the company	
i)	List of Current Directors	
j)	Other key management personnel	
2.	Brief description of the Company including details of its main lines of business.	
3.	Details of individual (s) who will serve as the point of contact/ communication within the Company: Name Designation Address Mobile Number E-Mail Address	

Yours Sincerely,

Authorized
Signature (in Full
and Initials) Name
and Title of
Signatory:
Name of Firm:
Address:

Form 2: Format for Power of Attorney for Authorised Representative

(on requisite stamp paper)

Know all men by these presents, We, [name of organization and address of the registered office] do hereby constitute, nominate, appoint and authorize Mr / Ms [name], son/ daughter/ wife of [name], and presently residing at [address], who is presently employed with/ retained by us and holding the position of [designation] as our true and lawful attorney (hereinafter referred to as the “Authorised Representative”), with power to sub-delegate to any person, to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for and selection as Consultant for [name of Project], by the Authority including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all Agreement and undertakings consequent to acceptance of our bid and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and / or upon award thereof to us until the entering into of the Consultancy Agreement with the Authority.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorised Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorised Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, [name of organization], THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS [date in words] DAY OF [month] [year in “YYYY” format].

For [name and registered address of organization] [Signature] [Name] [Designation] Witnesses:
[Signature, name and address of witness]
[Signature, name and address of witness] Accepted [Signature]
[Name] [Designation] [Address]

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under seal affixed in accordance with the required procedure.

Wherever required, the Bidder should submit for verification the extract of the charter documents and other documents such as a resolution / power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued.

Form 3: Format for Financial Summary of the Bidder

(on the letterhead of the CA / Statutory Auditor)

Average Annual Turnover of the Bidder (from Consultancy Services)

S. No	Financial Year	Standalone Revenue from Consultancy Services (INR)
1.	FY 2020-21	
2.	FY2021-22	
3.	FY2022-23	
	[Average Annual Turnover]	[indicate sum of above divided by 3]

Note: Bidders are required to provide data for last three years ending 31st March 2023. Audited Balance Sheets are also required to be submitted for the same.

UDIN:

Certificate from the Statutory Auditor

This is to certify that [name of Bidder] [registered address] has Standalone Revenue from Consultancy Services shown above against the respective years.

Name of Authorized Signatory Designation

Name of Bidding firm

Signature of Authorized Signatory Seal of Audit firm

Form 4: Format for Letter of Undertaking

(On letterhead of the Bidder) Date:

To,

Temple officer

Mata Shri Chintpurni Temple

Temple Trust Mata Shri Chintpurni Ji, Tehsil-Amb, District Una, H.P.

Subject: Submission of Bid for offering services towards Architect cum Consultant (including PMC) for Development of Mata Shri Chintpurni Temple, Himachal Pradesh

Sir,

With reference to this tender, I/We confirm the following:

Declaration for Not Blacklisted: I/We hereby confirm that our firm has not been banned or blacklisted by any government organisation / Financial institution / Court / Public Sector Unit / Central Government / State Government as on the Bid Due Date.

Indemnity Undertaking:

I / We on behalf of our firm, hereby agree and undertake that I / We have understood all the rules, regulations, guidelines and procedures and all staff Technical & Non-Technical working on behalf of our firm will abide by all the rules, regulations, guidelines, and procedures.

I / We also declare that our firm will be responsible for any safety violations / accident etc. in providing services as per the conditions of the Agreement. Authority will not be responsible in case of any accident / incident and will not compensate financially or otherwise. I / we hereby declare that I am / we are sole responsible on behalf of the firm for giving such declaration.

Anti-Collusion Certificate: I / We hereby certify and confirm that in the preparation and submission of this Bid, we have not acted in concert or in collusion with any other Bidder or any other person(s) and also not done any act, deed or thing which is or could be regarded as anti- competitive, restrictive or monopolistic trade practice.

We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with this Bid.

History of Litigation: I / We hereby provide details / Information on any history of litigation or arbitration resulting from contracts in last five years or currently under execution / operation, which may have an impact on providing services under this tender

Year	Award for/ or against bidder	Name of Client	Litigation & Dispute Matter	Disputed Amount in Rs.

Dated this Day of , 2023

Name of the Bidder

Signature of the Authorized Signatory Name of the Authorized Signatory

Form 5: Format for Showcasing Experience**A. Summary Sheet**

	Name & location of the project	Period (Start date to end date)	Project Cost	Client	Project Type (Religious Tourism/ Temple Infrastructure, or Large Landscape works, Memorials of National Repute which attracts Tourists)
1.					
2.					
3.					
4.					
5.					

Note: 1) Add rows as required

2) Each project profile has to be duly supported by documentary evidence from the client's side like Work Order, Agreement, Completion Certificate, and photographs. Bidders are advised to highlight relevant sections of the documentary evidence for quick reference of the Authority. Projects without evidence shall be rejected. Only eligible projects (as per terms & conditions as provided in RFP) shall be considered for marking.

Form 6: Team Profile

Key Personnel

S. No.	Name	Position	Task	Expected engagement in man-months through the project duration
1		Team Leader		
2		Senior Architect		
3		Structural Engineer		
4		Landscape Architect		
5		Mechanical Engineer		
6		Electrical Engineer		
7		Urban Designer		

Note: Add rows as required

Technical Support Staff

S. No.	Name	Position	Task
1			
2			
3			
4			
5			

Note: Add rows as required

Form 7: Format for CV of Key Personnel

Proposed Position:

Name of Staff:

Relationship with the Bidder: Clearly mention if the resource is on Payroll basis or Retainership basis or provides intermittent project wise inputs to the bidder.

Brief Profile (highlighting the suitability for the said project and including details of similar experience)

(Write in about 150 words)

Countries of work experience:

Name of Firm:

Profession:

Date of Birth:

Years with Bidding Party (applying for the said project):

Nationality:

Languages known indicate proficiency levels for reading, writing and speaking

Membership of Professional Associations:

Qualifications (Include details in a chronological order, latest first)

Employment Record (Include details in a chronological order, latest first)

Experience (Include details in a chronological order, latest first)

Duration	Name of the Organization	Name of the Project	Key Roles

Highlight projects which are most relevant to the current Project

Certification:

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

Date: Day/Month/Year

(Signature of staff member OR Authorized Signatory)

Form 8: Format for Bid Security

(On Requisite Stamp Paper)

This Deed of Guarantee is made on this day of , 2023 at by Bank within the meaning of the Reserve Bank of India Act and constituted under the Banking Companies Acquisition and Transfer of Undertakings Act, 1970/1980 and having its Registered Office at and inter alia an operational Branch Office at , Ahmedabad (hereinafter referred to as “the Bank” or “the Guarantor”, which expression shall unless it be repugnant to the subject or context hereof be deemed to include its successors and assigns) in favour of ‘Chintpurni Temple Trust’ (hereinafter referred to as “CTT” which expression shall unless it be repugnant to the subject or context hereof be deemed to include its successors and assignees).

WHEREAS, CTT has undertaken the process of competitive bidding for selection of a Consultant for providing services related to “RFP for Selection of an Architect cum Consultant (including PMC) for Development of Mata Shri Chintpurni Temple, Himachal Pradesh” for which purpose CTT issued a Request for Proposal (“RFP”) inviting Bids from the Bidders to execute the Scope of Work specified therein (“Project”);

WHEREAS, [name of Bidder] (hereinafter called “the Bidder”) has submitted his Bid dated [date] for the implementation of the Project (hereinafter called “the Bid”).

[name of the Bank] at the request of the Bidder, do hereby in terms of the RFP, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the RFP by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to CTT an amount of Rs. (Rupees only) (hereinafter referred to as the “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 fulfil or comply with all or any of the terms and conditions contained in the said RFP.

Any such written demand made by CTT stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the RFP shall be final, conclusive and binding on the Bank.

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 CTT is disputed by the Bidder or not, merely on the first demand from CTT stating that the amount claimed is due to CTT by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the RFP including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said RFP for any reason whatsoever. 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).

We, the Bank, further agree that CTT shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the RFP including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of CTT that the Bidder is in

default as aforesaid shall be final and binding on us, notwithstanding any differences between CTT and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

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.

In order to give full effect to this Guarantee, CTT shall be entitled to treat the Bank as the principal debtor. CTT 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 RFP or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Invitation by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said RFP by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said RFP or the securities available to CTT, and the Bank shall not be released from its liability under these presents by any exercise by CTT of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of CTT or any indulgence by CTT to the said Bidder or by any change in the constitution of CTT or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

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.

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 authorised to receive the said notice of claim.

It shall not be necessary for CTT 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 CTT 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 unrealised.

We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of CTT in writing.

The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.

For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs.Lakhs (Rupees Lakhs only). The Bank shall be liable to pay the said amount or any part thereof only if the Utility serves a written claim on the Bank in accordance with paragraph 8 hereof,

This Guarantee will remain in force up to 180 (One hundred and eighty) days from the Due Date (inclusive of due date) for submission of the Bid, inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between CTT and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.

The jurisdiction in relation to this Guarantee shall be the Courts at UNA, Himachal Pradesh and Laws in India shall be applicable.

IN WITNESS WHEREOF the Guarantor has executed this Guarantee on this day of
and year first herein above written.

SIGNED, SEALED AND DELIVERED

For and on behalf of
the BANK by:

(Signature)
(Name) (Designation)
(Code Number)
(Address)

NOTES:

The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.

The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

Chintpurni Temple Trust (CTT) should be able to invoke the Bank Guarantee at any of the branch of the Bank located at Una, HP.

Annexure 1: Financial Bid Submission Form

To
Temple officer
Mata Shri Chintpurni Temple
Temple Trust Mata Shri Chintpurni Ji, Tehsil-Amb, District Una, H.P.

Subject: Submission of Bid for offering services towards Architect cum Consultant (including PMC) for Development of Mata Shri Chintpurni Temple, Himachal Pradesh

Sir,
We, the undersigned, offer to provide the consultancy services for Architect cum Consultant (including PMC) for Development of Mata Shri Chintpurni Temple the above in accordance with your Request for Proposal dated 18-09-2023, and our (Technical and Financial Bid). Our Financial Bid is for a percentage of _____ (in words and figures) of the total project cost, which is inclusive of all taxes excluding GST. Amount of GST, as applicable at the time of billing, shall be borne additionally by the Authority.

Our Financial Bid shall be binding upon us subject to the modifications resulting from negotiations, up to expiry of the validity period of the Bid.

We undertake that, in competing for (and, if the award is made to us, in executing) the above project, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We understand that you are not bound to accept any Bid you receive.

Note:

Financial Bid to be submitted online only on www.hptenders.gov.in website.

The format as given above is for representation purpose only. The format at www.hptenders.gov.in might vary. Bidders are requested to review the format as provided at www.hptenders.gov.in and submit financial bid after reading it thoroughly.

Annexure 2: List of Applicable Banks

(in case Bid Security is being submitted in the form of Bank Guarantee)

List of Applicable Banks

Guarantee issued by following Banks will be accepted by the TTC:-

All Nationalized Banks having branches in H.P.

H.P. State Co-operative Bank

Kangra Central Co-operative Bank

Himachal Pradesh Gramin Bank

HDFC Bank

ICICI Bank

Any Other Scheduled Bank having Branches in UNA Himachal Pradesh

All the eligible banks are instructed to collect the original documents / papers of guarantee from the concerned tendering authority.

SCHEDULE 3

AGREEMENT FORCONSULTANCY SERVICES FOR DEVELOPMENT OF MATA SHRI CHINTPURNI TEMPLE

AGREEMENT

AGREEMENTNo.....

This AGREEMENT (here in after called the “**Agreement**”)is made on theday of the month of...2023,for the **Consultancy Service for the work of Development of Mata Shri Chintpurni Temple** between, on the one hand, the **Temple Trust Chintpurni acting through the Temple Officer, Mata Shri Chintpurni Temple** (hereinafter called the “**Authority**” or “**CTT**”which expression shall include their respective successors and permitted assigns ,unless the context otherwise requires) and, on the other hand,..... (hereinafter called the “**Consultant** “which expression shall include their respective successors and permitted assigns).

WHEREAS the Authority had floated Request for Proposal for Consultancy Service **for the work of Development of Mata Shri Chintpurni Temple** (hereinafter called the “**Project**”) and the Consultant submitted its proposals for the aforesaid work, whereby the Consultant represented to the Authority that it had the required professional skills, and in the said proposals the Consultant so agreed to provide the Services to the Authority on the terms and conditions as set forth in the RFP and this Agreement; and

The Authority, on acceptance of the aforesaid proposal soft he Consultant ,awarded the Consultancy to the Consultant vide its Letter of Award dated [insert date] (the “**LOA**”);and in pursuance of the LOA,the parties have agreed to enter into this Agreement .NOW, THEREFORE, the parties hereto hereby agree as follows:

1. GENERAL

1.1 DefinitionsandInterpretation

1.1.1 The words and expressions beginning with capital letters and defined in this Agreement shall, unless the context otherwise requires, have the meaning hereinafter respectively assigned tothem:

- (a) “Additional Costs” shall have the meaning set forth in Clause 6.1.2;
- (b) “Agreement” means this Agreement, together with all the Annexes;
- (b) “Agreement Value” shall have the meaning set forth in Clause 6.1.2;
- (c) “Applicable Laws” meansthe laws and any other instruments having the forceof law in India as they may be issued and in force from time to time;
- (c) “Confidential Information” shall have the meaning set forth in Clause3.3;

- (d) “Conflict of Interest” shall have the meaning set forth in Clause 3.2 read with the provisions of RFP;
- (e) “Dispute” shall have the meaning set forth in Clause 9.2.1;
- (f) “Effective Date” means the date on which this Agreement comes into force and effect pursuant to Clause 2.1;
- (g) “Expatriate Personnel” means such persons who at the time of being so hired had their domicile outside India;
- (h) “Government” means the [Government of Himachal Pradesh];
- (i) “INR ,Re. or Rs.” means Indian Rupees;
- (j) “Party” means the Authority or the Consultant, as the case may be, and Parties means both of them;
- (k) “Personnel” means persons hired by the Consultant or by any Sub-Consultant as employees or retainers and assigned to the performance of the Services or any part thereof;
- (l) “Resident Personnel” means such persons who at the time of being so hired had their domicile inside India;
- (m) “RFP” means the Request for Proposal document in response to which the Consultant’s proposal for providing Services was accepted;
- (n) “Services” means the work to be performed by the Consultant pursuant to this Agreement, as described in the Terms of Reference hereto;
- (o) “Sub-Consultant” means any entity to which the Consultant sub-contracts any part of the Services in accordance with the provisions of Clause 4.7; and
- (p) “Third Party” means any person or entity other than the Government, the Authority, the Consultant or a Sub-Consultant.

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

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

- (a) Agreement;
- (b) Annexes of Agreement;

- (c) RFP; and
- (d) Letter of Award

1.2 Relation between the Parties

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

1.3 Rights and obligations

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

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

1.4 Governing law and jurisdiction

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

1.5 Language

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

1.6 Table of contents and headings

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

1.7 Notices

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall:

- (a) In the case of the Consultant, be given by facsimile or e-mail and by letter delivered by hand to the address given and marked for attention of the Consultant's Representative set out below in Clause 1.10 or to such other person as the Consultant may from time to time designate by notice to the Authority; provided that notices or other communications to be given to an address outside Una may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by facsimile or e-mail to the number/address as the Consultant may from time to time specify by notice to the Authority;

- (b) In the case of the Authority, be given by facsimileore- mail and by letter delivered by hand and be addressed to the Authority with a copy delivered to the Authority Representative set out below in Clause1.10 or to such other person as the Authority may from time to time designate by notice to the Consultant; provided that if the Consultant does not have an office in Una it may send such notice by facsimileore-mail and by registered acknowledgement due, airmail or by courier; and
- (c) Any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course ofpost it ought to have been delivered and in all other cases, it shall be deemedto have been delivered on the actual date and time of delivery; provided that in the case offacsimileore mail, it shall be deemed to have been delivered on the working days following the date of its delivery.

1.8 Location

- 1.8.1 The Services shall be performed at the offices of the Authority in accordance with the provisions of RFP and at such locations as are incidental there to , including the offices of the Consultant.
- 1.8.2 The Authority may require the Team Leader to spend the required man days at theoffices of the Authority and the Consultant agrees and undertakes to provide such serviceson a best effort basis and without any unreasonable delay.

1.9 Authorised Representatives

- 1.9.1 Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by the Authority or the Consultant, as the case maybe, maybe taken or executed by the officials specified in this Clause 1.10.
- 1.9.2 The Authority may, from time to time, designate one of its officials as the Authority Representative. Unless otherwise notified, the Authority Representative shallbe:

Name:*****
Address: *****
Contactno:*****
Tel:*****Fax:*****email:*****

- 1.9.3 The Consultant may designate one of its employees as Consultant’s Representative. Unlessotherwise notified, the Consultant’s Representative shall be:

Name:*****
Address: *****
Contactno:*****
Tel:*****Fax:*****email:*****

1.10 Taxes and duties

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

2. COMMENCEMENT, COMPLETION AND TERMINATION OF AGREEMENT

2.1 Effectiveness of Agreement

This Agreement shall come into force and effect on the date of this Agreement (the “**Effective Date**”).

2.2 Commencement of Services

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

2.3 Termination of Agreement for failure to commence Services

If the Consultant does not commence the Services within the period specified in Clause 2.2 above, the Authority may, by not less than 1 (one) week's notice to the Consultant, declare this Agreement to be null and void, and in the event of such a declaration, this Agreement shall stand terminated and the Consultant shall be deemed to have accepted such termination.

2.4 Expiration of Agreement

Unless terminated earlier pursuant to Clauses 2.3 or 2.9 hereof, this Agreement shall, unless extended by the Parties by mutual consent, expire upon the earlier of: (i) expiry of a period of 60 (sixty) days after the delivery of the final Deliverable to the Authority; and (ii) the expiry of [1 (one) year] from the Effective Date. Upon Termination, the Authority shall make payments of all amounts due to the Consultant hereunder.

2.5 Entire Agreement

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

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

2.6 Modification of Agreement

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

2.7 Force Majeure

2.7.1 Definition

- (a) For the purposes of this Agreement, “Force Majeure” means an event which is beyond the reasonable control of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Sub-Consultant or agents, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of, and (B) avoid or overcome in the carrying out of its obligations hereunder.
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.7.2 No breach of Agreement

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

2.7.3 Measures to be taken

- (a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party’s inability to fulfill its obligations hereunder with a minimum of delay.
- (b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than 14 (fourteen) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- (c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

2.7.4 Extension of time

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

2.7.5 Payments

During the period of its inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to be reimbursed for additional costs reasonably and necessarily incurred by it during such period for the purposes of the Services and in reactivating the Services after the end of such period.

2.7.6 Consultation

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

2.8 Suspension of Agreement

The Authority may, by written notice of suspension to the Consultant, suspend all payments to the Consultant here under if the Consultant shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services ; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Consultant to remedy such breach or failure within a period not exceeding 15 (fifteen) days after receipt by the Consultant of such notice of suspension.

2.8.1 Foreclosure of Contract by Client

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

2.9 Termination of Agreement

2.9.1 By the Authority

The Authority may, by not less than 15 (fifteen) days' written notice of termination to the Consultant, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.1, terminate this Agreement if:

- (a) the Consultant fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within 15 (fifteen) days of receipt of such notice of suspension or within such further period as the Authority may have subsequently granted in writing;
- (b) the Consultant becomes insolvent or bankrupt or enters into any agreement with its creditors
for relief of debt or to take advantage of any law for the benefit of debtors or goes into liquidation or

receivership whether compulsory or voluntary;

- (c) the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 9 hereof;
- (d) the Consultant submits to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the Consultant knows to be false;

- (e) any document, information, data or statement submitted by the Consultant in its Proposals, based on which the Consultant was considered eligible or successful, is found to be false, incorrect or misleading;
- (f) as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or (g) the Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

2.9.2 Cessation of rights and obligations

Upon termination of this Agreement pursuant to Clauses 2.3 or 2.9 hereof, or upon expiration of this Agreement pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, or which expressly survives such Termination; (ii) the obligation of confidentiality set forth in Clause 3.3 hereof; (iii) the Consultant's obligation to permit inspection, copying and auditing of such of its accounts and records set forth in Clause 3.5, as relate to the Consultant's Services provided under this Agreement, and (iv) any right or remedy which a Party may have under this Agreement or the Applicable Laws.

2.9.3 Cessation of Services

Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and materials furnished by the Authority, the Consultant shall proceed as provided respectively by Clauses 3.8 or 3.9 hereof.

2.9.4 Payment upon Termination

Upon termination of this Agreement pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Authority shall make the payments to the Consultant (after offsetting against these payments any amount that may be due from the Consultant to the Authority): except in the case of termination pursuant to Sub-clauses (a) through (e) of Clause 2.9.1 hereof, reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Agreement including the cost of the return travel of the Consultant's personnel.

2.9.5 Disputes about Events of Termination

If either Party disputes whether an event specified in Clause 2.9.1 or in Clause 2.9.2 hereof has occurred, such Party may, within 30 (thirty) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 9 hereof, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

3.1.1 Standards of Performance

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

3.1.2 Terms of Reference

The scope of Services to be performed by the Consultant is specified in the Terms of Reference (the "TOR") at Annex-1 of this Agreement. The Consultant shall provide the Deliverables specified therein in conformity with the time schedule stated therein.

3.1.3 Applicable Laws

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

3.2 Conflict of Interest

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

3.2.2 Consultant and Affiliates not to be otherwise interested in the Project. The Consultant agrees that, during the term of this Agreement and after its termination, the Consultant or any Associate thereof, as well as any Sub-Consultant and any entity affiliated with such Sub-Consultant, shall be disqualified from providing goods, works, services, loans or equity for any project resulting from or closely related to the Services and any breach of this obligation shall amount to a Conflict of Interest; provided that the restriction herein shall not apply after a period of three years from the completion of this assignment or to consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services provided to the Authority in continuation of this Consultancy or to any subsequent consultancy/ advisory services provided to the Authority in accordance with the rules of the Authority. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the firm of the Consultant or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof.

3.2.3 Prohibition of conflicting activities

Neither the Consultant nor its Sub-consultant nor the Personnel of either of them shall engage, either directly or indirectly, in any of the following activities:

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

(c) At any time, such other activities as have been specified in the RFP as Conflict of Interest.

3.2.4 Consultant not to benefit from commissions , discounts, etc.

The payment to the Consultant pursuant to Clause 6 hereof shall constitute the Consultant's sole fees in connection with this Agreement or the Services and the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or to the Services or in the discharge of its obligations here under, and the Consultant shall use its best efforts to ensure that any Sub-Consultant, as well as the Personnel and agents of either of them, similarly shall not receive any such additional fees.

3.2.5 The Consultant and its Personnel shall observe the highest standard so fethics and not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the **"Prohibited Practices"**). Notwithstanding anything to the contrary contained in this Agreement, the Authority shall be entitled to terminate this Agreement forthwith by a communication in writing to the Consultant, without being liable in any manner whatsoever to the Consultant, if it determines that the Consultant has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Agreement. In such an event, the Authority shall forfeit and appropriate the Performance Security, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority towards, *inter alia*, time, cost and effort of the Authority, without prejudice to the Authority's any other rights or remedy hereunder or in law.

3.2.6 Without prejudice to the rights of the Authority under Clause 3.2.5 above and the other rights and remedies which the Authority may have under this Agreement, if the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Agreement, the Consultant shall not be eligible to participate in any tender or RFP issued during a period of 2(two) years from the date the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.

3.2.7 For the purposes of Clauses 3.2.5 and 3.2.6, the following terms shall have the meaning here in after respectively assigned to them:

- (a) **"corrupt practice"** means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for removal of doubt, offering of employment or employing or engaging in any manner what so ever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with Selection Process or LOA or dealing with matters concerning the Agreement before or after the execution there of, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser the Authority in relation to any matter concerning the Project;

- (b) **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (c) **“coercive practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Selection Process or the exercise of its rights or performance of its obligations by the Authority under this Agreement;
- (d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (e) **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

3.3 Confidentiality

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

Notwithstanding the aforesaid, the Consultant, its Sub-Consultants and the Personnel of either of them may disclose Confidential Information to the extent that such Confidential Information:

- i) was in the public domain prior to its delivery to the Consultant, its Sub-Consultants and the Personnel of either of them or becomes a part of the public knowledge from a source other than the Consultant, its Sub-Consultants and the Personnel of either of them;
- ii) Was obtained from a third party with no known duty to maintain its confidentiality;
- iii) Is required to be disclosed by Applicable Laws or judicial or administrative or arbitral processor or by any governmental instrumentalities, provided that for any such disclosure, the Consultant, its Sub-Consultants and the Personnel of either of them shall give the Authority, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment; and
- iv) is provided to the professional advisers, agents, auditors or representatives of the Consultant or its Sub-Consultants or Personnel of either of them, as is reasonable under the circumstances; provided, however, that the Consultant or its Sub-Consultants or Personnel of either of them, as the case may be, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information confidential and shall use its best efforts to ensure compliance with such undertaking.

3.4 Liability of the Consultant

- 3.4.1 The Consultant's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.
- 3.4.2 The Consultant shall, subject to the limitation specified in Clause 3.4.3, be liable to the Authority for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.
- 3.4.3 The Parties hereto agree that in case of negligence or willful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused to the Authority's property, shall not be liable to the Authority:
- (i) For any indirect or consequential loss or damage; and
 - (ii) For any direct loss or damage that exceeds (a) the Agreement Value set forth in Clause 6.1.2 of this Agreement, or (b) the proceeds the Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such a liability, which ever of (a) or (b) is higher.
- 3.4.4 This limitation of liability specified in Clause 3.4.3 shall not affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services subject, however, to a limit equal to 3 (three) times the Agreement Value.

3.5 Accounting, inspection and auditing

The Consultant shall:

- (a) keep accurate and systematic accounts and records in respect of the Services provided under this Agreement, in accordance with internationally accepted accounting principles and standards such as Indian Accounting Standards, GAAP, etc and in such form and detail as will clearly identify all relevant time charges and cost, and the basis thereof (including the basis of the Consultant's costs and charges); and
- (b) permit the Authority or its designated representative periodically, and upto one year from the expiration or termination of this Agreement, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Authority.

3.6 Consultant's actions requiring the Authority's prior approval

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

- (a) Appointing such members of the professional personnel as are not listed in Annex-2;
 - (i) Entering in to a sub contract for the performance of any part of the Services, it being understood that the selection of the Sub-consultant and the terms and conditions of the sub contract shall have been approved in writing by the Authority prior to the execution of the subcontract, and that the Consultant shall remain fully liable for the performance of the Services by the Sub- Consultant and its Personnel pursuant to this Agreement ; or
- (b) Any other action that is specified in his Agreement.

3.7 Reporting obligations

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

3.8 Documents prepared by the Consultant to be property of the Authority

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

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

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

3.9 Materials furnished by the Authority

Materials made available to the Consultant by the Authority shall be the property of the Authority and shall be marked accordingly. Upon termination or expiration of this Agreement, the Consultant shall furnish forthwith to the Authority, an inventory of such materials and shall dispose of such materials in accordance with the instructions of the Authority.

3.10 Providing access to Project Office and Personnel

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

3.11 Accuracy of Documents

The Consultant shall be responsible for accuracy of the documents drafted and/or vetted and data collected by it directly or procured from other agencies/ authorities, estimates and all other details prepared by it as part of these services. Subject to the provisions of Clause 3.4, it shall indemnify the Authority against any inaccuracy in its work which might surface during implementation of the Project, if such inaccuracy is the result of any negligence or in

adequate due diligence on part of the Consultan to rarises out of its failure to conform to good industry practice. The Consultant shall also be responsible for promptly correcting, at its own cost and risk, the documents including any re- survey / investigations.

4. CONSULTANT'S PERSONNEL AND SUB-CONSULTANTS

4.1 General

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

4.2 Deployment of Personnel

- 4.2.1 The designations, names and other particulars of each of the Consultant's Key Personnel required in carrying out the Services are described in Annex-2 of this Agreement.
- 4.2.2 Adjustments with respect to the estimated periods of engagement of Personnel may be made by the Consultant by written notice to the Authority.
- 4.2.3 If additional work is required beyond the scope of the Services specified in the Terms of Reference, the estimated periods of engagement of Personnel, set forth in the Annexes of the Agreement may be increased by agreement in writing between the Authority and the Consultant, provided that any such increase shall not, except as otherwise agreed, cause payments under this Agreement to exceed the Agreement Value set forth in Clause 6.1.2.

4.3 Approval of Personnel

- 4.3.1 The Key Personnel listed in Annex-2 of the Agreement are hereby approved by the Authority. No other Key Personnel shall be engaged without prior approval of the Authority.
- 4.3.2 If the Consultant hereafter proposes to engage any person as Professional Personnel, it shall submit to the Authority its proposal along with a CV of such person in the form provided at Form-7 of the RFP. The Authority may approve or reject such proposal within 14 (fourteen) days of receipt thereof. In case the proposal is rejected, the Consultant may propose an alternative person for the Authority's consideration. In the event the Authority does not reject a proposal within 14 (fourteen) days of the date of receipt thereof under this Clause 4.3, it shall be deemed to have been approved by the Authority.

4.4 Substitution of Key Personnel

The Authority expects all the Key Personnel specified in the Proposal to be available during implementation of the Agreement. The Authority will not consider any substitution of Key Personnel except under compelling circumstances beyond the control of the Consultant and the concerned Key Personnel. Such substitution shall be limited to not more than two Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority.

The Consultant should specifically note that substitution of the Team Leader will not normally be considered during the implementation of the Agreement and may lead to disqualification of the Applicant or termination of the Agreement. The Team Leader must commit the time required for and be available for delivering the Consultancy in accordance with the terms specified herein.

4.5 Working hours, overtime, leave, etc.

The Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in the Agreement, and the Consultant's fees shall be deemed to cover these items. Any taking of leave by any Personnel for a period exceeding 7 days shall be subject to the prior approval of the Authority, and the Consultant shall ensure that any absence on leave will not delay the progress and quality of the Services.

4.6 Team Leader and Project Manager

The person designated as the Team Leader of the Consultant's Personnel shall be responsible for the coordinated, timely and efficient functioning of the Personnel. In addition, the Consultant shall designate a suitable person as Project Manager (the "Project Manager") who shall be responsible for day to day performance of the Services.

4.7 Sub-Consultants

Sub-Consultants listed in Annex-3 of this Agreement are hereby approved by the Authority. The Consultant may, with prior written approval of the Authority, engage additional Sub-Consultants or substitute an existing Sub-Consultant. The hiring of Personnel by the Sub-Consultants shall be subject to the same conditions as applicable to Personnel of the Consultant under this Clause 4.

5. OBLIGATIONS OF THE AUTHORITY

5.1 Assistance in clearances etc.

Unless otherwise specified in the Agreement, the Authority shall make best efforts to ensure that the Government shall:

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

5.2 Access to land and property

The Authority warrants that the Consultant shall have, free of charge, unimpeded access to the site of the project in respect of which access is required for the performance of Services; provided that if such access shall not be made available to the Consultant as and when so required, the Parties shall agree on (i) the time extension, as may be appropriate, for the performance of Services, and (ii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause 6.1.3.

5.3 Change in Applicable Law

If, after the date of this Agreement, there is any change in the Applicable Laws with respect to taxes and duties which increases or decreases the cost or reimbursable expenses incurred by the Consultant in performing the Services, by an amount exceeding 2% (two percent) of the Agreement Value specified in Clause 6.1.2, then the fees and reimbursable expenses otherwise payable to the Consultant under this Agreement shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the aforesaid Agreement Value. All service tax and other taxes other than income tax, as may be applicable from time to time, on the payment of the professional fees to the Consultant, shall be borne by the Consultant.

5.4 Payment

In consideration of the Services performed by the Consultant under this Agreement, the Authority shall make to the Consultant such payments and in such manner as is provided in Clause 6 of this Agreement.

6. PAYMENT TO THE CONSULTANT

6.1 Cost estimates and Agreement Value

6.1.1 Except as may be otherwise agreed under Clause 2.6 and subject to Clauses 4.2.2 and 6.1.2, the payments under this Agreement shall not exceed the agreement value specified herein (the "Agreement Value"). **The Parties agree that the Agreement Value is Rs.....(.....) only (The consultancy fees is inclusive of all tax excluding GST)**

6.1.2 Notwithstanding anything to the contrary contained in Clause 6.1.2, if pursuant to the provisions of Clause 2.6, the Parties agree that additional payments shall be made to the Consultant in order to cover any additional expenditures not envisaged in the cost estimates referred to in Clause 6.1.1 above, the Agreement Value set for thin Clause 6.1.1 above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

6.1 Currency of payment

All payments shall be made in Indian Rupees. The Consultant shall be free to convert Rupees into any foreign currency as per Applicable Laws.

6.2 Mode of billing and payment

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

- (a) The Consultant shall be paid for its services as per the Payment Schedule at Annex-4 of this Agreement, and Clauses 4.5.3, 5.4, 5.5 and 10 of the TOR, and the consultancy fees specified in Clause 6.1.1 of this Agreement, subject to the Consultant fulfilling the following conditions:

- i) No payment shall be due for the next stage till the Consultant completes to the satisfaction of the Authority the work pertaining to the preceding stage.
 - ii) The Authority shall pay to the Consultant, only the un disputed amount.
- (b) The final payment under this Clause 6.3 shall be made only after the final Deliverable shall have been submitted by the Consultant and approved as satisfactory by the Authority.
- (c) Any amount which the Authority has paid or caused to be paid in excess of the amounts actually payable in accordance with the provisions of this Agreement shall be reimbursed by the Consultant to the Authority within 30 (thirty) days after receipt by the Consultant of notice thereof. Any such claim by the Authority for reimbursement must be made within 1 (one) year after receipt by the Authority of a final report in accordance with Clause 6.3 (c). Any delay by the Consultant in reimbursement by the due date shall attract simple interest @ 10% (ten percent) per annum.
- (d) All payments under this Agreement shall be made to the account of the Consultant as may be notified to the Authority by the Consultant.

7 LIQUIDATED DAMAGES AND PENALTIES

7.1 Performance Security

For the purposes of this Agreement, performance security shall be deemed to be an amount equal to 5% (five per cent) of the Agreement Value in favour of: **Temple Officer, Mata Shri Chintpurni Temple (the "Performance Security")**; provided that the Consultant shall not be required to provide Performance Security in the form of a bank guarantee or cash deposit.

7.2 Liquidated Damages

7.2.1 Liquidated Damages for error/variation

In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the Consultant by way of deemed liquidated damages, subject to a maximum of the Agreement Value.

7.2.2 Liquidated Damages for delay

In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 0.2% (zero point two percent) of the Agreement Value per day, subject to a maximum of 10% (ten per cent) of the Agreement Value shall be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time shall be granted.

7.2.3 Encashment and appropriation of Performance Security

The Authority shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Consultant in the event of breach of this Agreement or for recovery of liquidated damages specified in this Clause 7.2.

7.3 Penalty for deficiency in Services

In addition to the liquidated damages not amounting to penalty, as specified in Clause 7.2, warning may be issued to the Consultant for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the Authority, other penal action including debarring for a specified period may also be initiated as per policy of the Authority.

8 FAIRNESS AND GOOD FAITH

8.1 Good Faith

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

8.2 Operation of the Agreement

The Parties recognize that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Agreement either Party believes that this Agreement is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause 8.2 shall not give rise to a dispute subject to arbitration in accordance with Clause 9 hereof.

9 SETTLEMENT OF DISPUTES

9.1 Amicable settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof.

9.2 Dispute resolution

9.2.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedures set forth in Clause 9.3.

9.2.2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

9.3 Conciliation

In the event of any Dispute between the Parties, either Party may call upon Commissioner (Temple), and the Managing Partner/Chairman of the Board of Directors of the Consultant or a substitute thereof for amicable settlement, and upon such reference, the said persons shall meet no later than 10 (ten) days from the date of reference to discuss and attempt to amicably

resolve the Dispute. If such meeting does not take place within the 10(ten) day period or the Dispute is not amicably settled within 15(fifteen) day so the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 9.2.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 9.4.

9.4 Arbitration

9.4.1 Any Dispute which is not resolved amicably by conciliation, as provided in Clause 9.3, shall be finally decided by reference to arbitration by an Arbitral Tribunal appointed in accordance with Clause 9.4.2. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the “**Rules**”), or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996. The venue of such arbitration shall be Una and the language of arbitration proceedings shall be English.

9.4.2 There shall be a sole arbitrator whose appointment shall be made in accordance with the Rules. 9.4.3 The arbitrators shall make a reasoned award (the “**Award**”). Any Award made in any arbitration held pursuant to this Clause 9 shall be final and binding on the Parties as from the date it is made, and the Consultant and the Authority agree and undertake to carry out such Award without delay.

9.4.3 The Consultant and the Authority agree that an Award may be enforced against the Consultant and/or the Authority, as the case may be, and their respective assets wherever situated.

9.4.4 This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

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

SIGNED, SEALED AND DELIVERED

For and on behalf of
Consultant:
(Signature)
(Name)
(Designation)
(Address)
(Fax No.)

SIGNED, SEALED AND DELIVERED

For and on behalf of
Authority

(Signature)
(Name)
(Designation)
(Address)
(Fax No.)

In the presence of:

- 1.
- 2.

Annex-1
Terms of Reference
(Refer Clause 3.1.2)

A. BACKGROUND

Mata Shri Chintpurni Temple is a famous Shaktipeeth located in District Una of Himachal Pradesh. The ancient temple of Mata Shri Chintpurni is located over an area of approximately [0-11-15 hect.] at present. As per estimates, around 35-40 lac pilgrims visit the Temple annually with a weekly average footfall of 70,000-80,000 persons. The current area of the Temple has fallen short of the requirements of ensuring convenient darshan for the devotees and the queues of the devotees spill out of the temple complex on most days. The Mata Shri Chintpurni Temple Trust, Himachal Pradesh, with its consistent efforts towards the development and promotion of religious tourism and with an intention of providing better infrastructure at Chintpurni, has acquired additional land to the extent of approximately [0-16-69 hect] along with structures around the temple premises. The Temple is also willing to acquire more land, if necessary, for the Project. Now the Temple Trust intends to prepare a DPR for Development of Mata Shri Chintpurni Temple in which we require very good infrastructure for pilgrims coming for darshan of Maa, expanded circulation area for pilgrims and shopping complex consisting of at least 35 shops for individuals whose land has been acquired (as agreed with them). In this project, we need development of world-class infrastructure including pilgrims queue system, Mundan ceremony area, bathing area after Mundan, drinking water facilities, Prasad distribution spot, electrification work in the whole area, beautification of the façade of the Temple, Toilets facilities, CCTV Surveillance system, beautiful interiors, signages and other incidental civil/ electrical works. During restoration and up gradation of facilities around Temple, it should be ensured that the beauty and ancient architecture of the Temple is preserved. No tempering should be done with the architecture of the temple. The project proposal should also clearly set out the plan regarding the existing structures of the Temple complex including the Administrative Block, Lift complex etc. There is a proposed ropeway to be built from Baba Mai Dass Sadan to the Temple Complex requiring approximately 225 sq m by Ropeway & Rapid Transport System Development Corporation (RTDC), HP which will have to be integrated with the Project requirements.

The Project would also include beautification of the area of approximately [0-28-58hect.] which consists of Talaab from where the water for snaan of Maa is brought every day and the staircases leading to the Talaab.

Estimated Cost of this project is approximately Rs. 100.00 Crores.

Broad facilities to be provided are as follows:

Pilgrim Facilitation Center

- (i) Cloak room, ticketing counter etc.
- (ii) Information centre & utilities
- (iii) Souvenir shops

Multi-utility block

- (i) Designated entry (VIP & public)
- (ii) Trust office
- (iii) Public utilities
- (iv) VIP lounge
- (v) VIP buggy service

Pilgrim management block

- (i) Multipurpose halls
- (ii) Queue management zone (3 floors)

- (iii) Pilgrim holding capacity on 3 floors – 14000 people
- (iv) Utilities

Prasad block

- (i) Shops
- (ii) Security and service block

Other facilities

- (i) Temple Façade development
- (ii) Integration of the proposed Ropeway
- (iii) Beautification and development of the stair and Talaab area
- (iv) Any other work as directed and specified by the Authority.

B. IMPLEMENTATION PERIOD

The implementation period of the Project is envisaged to be 1½ years (18 months).

C. SCOPE OF WORK

1. The Consultancy for this assignment shall be conducted as specified below:
 - (i) The Consultant shall be guided in its assignment by the bidding documents developed for the project and the Consultancy Agreement.
 - (ii) The Consultant shall be responsible for preparing the project concept along with all relevant design, drawings, 3D Views, Model, detailed project report etc. and for bringing out any special feature or requirement of the Project.
 - (iii) The Consultant shall assist the Authority in:
 - Detailed design of the identified works along with any additional work that emerges following discussions with the Authority, Trust and local stakeholders.
 - Carry out all the investigations and surveys that may be required for the said Project (from planning, DPR, detailed design to the implementation stage).
 - Undertake Comprehensive Architectural Consultancy including detailed drawings, preparation of BOQ and estimates, assistance in tendering towards selection of Contractors and Agencies.
 - Procure all clearances that may be required for the project implementation. The Authority shall bear all the statutory fee for the purpose.
 - Undertake Day to day Project supervision during the implementation period.
 - (iv) The Consultant shall assist the Authority by furnishing clarifications as required for the structuring, documentation and award of the Project.
 - (v) The Consultant shall also participate in the pre-bid conferences with the Bidders of the Project and assist the Authority in clarifying the financial aspects arising from the Bid Documents.
 - (vi) The Consultant shall make available the Team Leader and other Key Personnel to attend and participate in meetings, conferences and discussions with the Authority and shall otherwise advise on and assist the Authority in diverse issues that may arise from time to time.

2. General Scope

(i) Establishing the Project Rational

The Consultant has to collect all Primary & Secondary data on the Project location and clearly bring out the need of the Project, its impact on the existing situation and the benefits that will accrue to the society as a whole, the State Govt and the Trust.

Also, as an enabling step, Consultant should obtain and / or verify all baseline data for the project to ensure accuracy. Consultant shall analyze availability of support infrastructure facilities like Power Supply, Water Supply and Sewerage System, Transportation Linkages etc. as is required for development of the Project. The Consultant has to carry out Topography Survey of the plot and Sub Soil Investigation work for minimum sufficient Nos. of bore Hole at different location in consultation with the authority concern.

(ii) Project Planning

The Consultant shall undertake planning and design of the Project based on its need and utility.

Consultant is required to develop conceptual layout/ master plan of the project as whole as well as individual Project components. The Master plan should be to the extent that it is able to capture and denote entire developable area in the Project including internal road network, drainage, sewerage and other services.

The project components shall mainly consist of the following:

- a) Preparation of Site plan showing provision of Drainage, Sewage disposal, Approach and Internal road network, landscaping Schemes, Parking etc.
- b) Site development design
- c) Architectural planning and design, 3D Views, Model Preparation
- d) Interior design works including schemes for related components.
- e) Structural design
- f) Sanitary, Plumbing, Drainage, Water supply, Sewerage disposal design etc.
- g) Electrical, Electronics, Communication system design etc including C.C.TV , Wi-Fi system
- h) Air conditioning design and other Mechanical systems like elevators, escalators, etc.
- i) Fire detection, Fire protection, Fire Hydrant / Sprinkler, Security system etc.
- j) Other allied works like landscaping, Plantation etc
- k) Visitor's utility space.
- l) Graphic design, Signage and Murals etc.
- m) Obtaining statutory clearance from the appropriate authorities.
- n) Detailed project report including Bill of Quantities
- o) Detailed work schedule in CPM/PERT
- p) Periodic Inspection and evaluation of construction work till completion of the project. No extra payment should be claimed for such site visit expenses.

If so required for the Project, the Consultant shall include the details of additional land acquisition, if required.

Consultants have to attend the review meeting at authority office / site as and when called for. No Extra payment should be claimed for the same.

While preparing the project proposal, care should be taken for inclusion of the following in addition to the required facilities:

- a. All the buildings including construction materials and the overall landscape to be in

- compliance to the green building requirements.
- b. Waste water management scheme
 - c. Sewage treatment plant
 - d. Rain water harvesting
 - e. Solar Power

(iii) Design and Drawings

The Consultant shall prepare detailed design and working drawings for all components of the Project including internal road network. The conceptual drawings are to be submitted with the proposal and the Consultant has to give a power point presentation with 3D views to explain his proposal. After in principle approval of the authority, the detailed drawings are to be incorporated in the project report with necessary modifications as required from time to time. The Consultant has to supply Model with made of suitable materials and proper scale to the satisfaction of the Authority.

The Consultant is expected to suggest the environment compliance issues with respect to the project in question. The compliance issues that need to be adhered to regarding the environmental aspects shall be clearly brought out in the Detailed Project Report. The scope of the consultancy service shall also include obtaining statutory clearances from the appropriate authority.

The Consultant shall also prepare necessary reports/ documents for obtaining necessary clearances required if any from the concerned authorities like Environment/ Forest /Archeological Department, Tribunals/ Courts etc. The client shall provide the necessary supporting letters and any official fees as per the demand note issued by such concerned agencies from whom the clearances are being sought to enable implementation. Wherever required, consultant will liaise with concerned authorities and arrange all clarifications.

(iv) Determining Project Cost

The Consultant shall determine the approximate Construction Cost and Schedule of work relating to the implementation of the Project. The project costs will broadly be based on the following:

- a) Civil, Electrical, Mechanical and other allied construction cost with due consideration of Construction Period.
- b) Land development and Approach road
- c) Additional land acquisition, if required, for the Project
- d) Utilities which include requirement of Power, Sewerage & Water Supply, Area
- e) Lightning, communication facilities etc.
- f) Plantation
- g) Landscaping
- h) Interior works,
- i) Graphic design, Signage and Murals

(v) Project Management Plan

The Consultant is required to work out a detailed construction, operational and maintenance management plan for the project. This should include operational safety and hazard considerations etc.

(vi) Review of the Regulatory Framework

The review of Regulatory Framework is an essential pre-requisite to the successful implementation of the Project. Consultant should outline the existing regulation and indicate

how the same has to be undertaken for swifter implementation of the Project.

3. The Scope of Services specified in this ToR are not exhaustive and the Consultant shall undertake such other tasks as may be necessary to appraise the project and its successful implementation. However, the consultancy fee is not liable to increase in case of escalation or revision of the total project cost. In case of decrease in project cost, scope of work may be increased proportionately.
4. The detailed scope of work shall be as below:

Stage 1: Concept Design

- (i) Ascertain requirements, examine site constraints & potential; and prepare a design brief after verification of land records and availability, suitability for the project after considering existing bylaws & prevalent regulations for Authority's approval.
- (ii) Review of the projects identified by the Authority and ascertain the feasibility of the same based on local studies and surveys, along-with identification of further projects for holistic development of the area, by linking the site of works with the overall tourism landscape of the region.
- (iii) Prepare a site evaluation report, along with state of existing building and infrastructure; and analysis and impact of existing and / or proposed development on its immediate environs, both positive and negative.
- (iv) Site evaluation, analysis, and impact of existing and / or proposed development on its immediate environs. (It is mandatory to visit the site before preparing the design proposal & precisely verify the suitability of the proposed work, land ownership, dimensions, areas available for implementation of project. It is the responsibility of the architect to check & verify the land clarity, Suitability & User Rights available with CTT for the proposal made & any official permission required/ the matter should be brought to the notice of CTT well in advance)
- (v) Identify and undertake all studies, surveys and investigations required for the project, including but not limited to topographical surveys, contour surveys, soil bearing capacity, structural analysis of the existing heritage structures, etc. The cost of all surveys and investigations should be considered while quoting the fee. No additional payment shall be made by the Authority towards the same.
- (vi) Identify all stakeholders associated with the project to understand their roles and devise strategies to systematically engage them through all stages of the project.
- (vii) Identification of all statutory clearances required for the project
- (viii) Prepare conceptual designs with reference to requirements given and prepare rough estimate of cost on area basis and submit the same for the feedback of the Authority.

Stage 2: Preliminary Design and Drawings

- (i) Modify the conceptual design incorporating required changes and prepare the preliminary drawings, sketches, study model, etc. for Authority's approval along with estimate of cost.
- (ii) Structural design: Prepare design of foundation and buildings structure after taking into account soil test report to withstand cyclone / windstorm, seismic loads and earthquake and shall be in accordance with National Building Code and Indian Standard Code of practice.
- (iii) Design of services including but not limited to, a) Sanitary, plumbing, drainage, water supply and sewerage design, b) Electrical, electronic, communication systems and design, and c) Fire

detection, Fire protection and Security systems etc.

- (iv) Design and drawing for components like: Landscape Architecture, Conservation, graphic design and signages shall also be part of the scope of works.
- (v) A 3D video view with sufficient details and project model shall be prepared by the Consultant.

Stage 3: Statutory Clearances

The consultant shall endeavour towards identification of projects which require minimal special clearances and is sensitive to the natural and cultural environment of the site.

The Consultant shall be responsible for getting all clearances, both pre and post- construction in the form of EC, Local Authority, Archaeology etc. that may be required for the projects as identified. It is clarified that the statutory fee for the clearances shall be borne by the Authority at actuals. All other costs including technical inputs, testing of various parameters, travel etc shall be borne by the Consultant.

Stage 4: Working Drawings and Tender Documents

Prepare working drawings, specifications, and schedule of quantities [precise detailed measurements sheets with clear location references and Rate Analysis] sufficient to prepare estimate of cost and tender documents including code of practice covering aspects like mode of measurement, method of payments, quality control procedures on materials & works and other conditions of contract in accordance with codal procedures.

Stage 5: Assistance in tender invitation, analysis, negotiations, and selection of agencies

- (i) Preparation of integrated time schedule for execution.
- (ii) Short listing of vendors and agencies for execution
- (iii) Scrutiny, evaluation, and thorough analysis of technical and financial bids
- (iv) The approach and methodology for better implementation of project professionally & comprehensive planning is to be submitted for approval and smooth implementation of the project in time bound manner.
- (v) Liaising & co-ordination with the local authorities, contractor / agency and the Authority for obtaining necessary permissions /NOCs / statutory approvals, if any
- (vi) Furnish six copies of working drawings, schedules, new specification, and quantities to enable them to fulfil their obligations under the conditions of the Tender.
- (vii) Assist the Trust in evaluating all new item quotations and make recommendations in connection with the specifications and drawings connected with the project.

Stage 6: Assistance during Construction

- (i) Prepare and issue working drawings, specification, and details for proper execution of works during construction
- (ii) Issue the plinth level drawings on issuance of LoA to selected contractor / agency.
- (iii) All Working drawings required for execution shall be issued in advance, as required by the Contractor / Agency from time to time.
- (iv) Approve samples of various elements and components
- (v) Check and approve drawings submitted by the Contractor / vendors when required
- (vi) Visit the site periodically to inspect and evaluate the construction works and where necessary

clarify any decision, offer interpretation of the drawings / specifications, attend meetings to ensure that the project proceeds generally in accordance with the conditions of the contract and keep Authority informed and render advice on actions.

- (vii) Prepare drawings necessary for Authority's statutory approvals and ensure compliance with codes, standards and legislation, as applicable and assist Authority's in obtaining the statutory approvals thereof, if required
- (viii) Prepare and submit complete drawings and details sufficient to commence work at site and for proper execution during the construction.
- (ix) Visit the site of works as and when necessary to clarify any decisions or interpretation of the drawings and specification that may be necessary and attend conference and meetings, as and when required and to ensure that the project process in accordance with condition of the contract.
- (x) Approve the schedule of work of progress submitted to the contractors
- (xi) Prepare and supply to the contractors such further drawings, schedule, new specifications, and quantities to enable them to fulfil their obligations under the conditions of the contract.
- (xii) Assist the Trust in obtaining all necessary permission, license and approval from the different authorities required by the Trust for execution of the project,
- (xiii) Render technical advice and assistance necessary for the project.

Stage 7: Supervision and Inspection Stage

The Consultant shall appoint a local liaising person / technical staff required to be consulted by the Authority for the purpose of the Project. The supervision work at site will be done periodically by the qualified engineer.

The measurement sheets shall be signed by the Consultant following due verifications for certification of contractor's bills and monitoring the performance of the contractor

The Consultant shall provide day to day supervision and inspection as may be necessary to ensure that works are being executed in accordance with the concept and working drawing and specification.

The Consultant shall advise the Authority about the progress and quality of work and the standard of materials used and endeavour to guard the Authority against any defect and deficiencies in the work of the contractor/s.

Following the design phase, the Consultant shall render services as a PMC.

- 1) Supervise the Execution / Implementation of work.
- 2) Interact with various Agencies, Contractor & Other Consultants for speedy flow of information, drawings, clarification etc. with verification of actual site situation in relation to the drawings issued.
- 3) Supervise / monitor the works continuously on daily basis for conformity with quality, good workmanship, line, levels etc. and provide total superintendence to works.
- 4) Co-ordinate with participating agencies, liaison with Local Authorities / stakeholders on daily basis to ensure all the works progress in a systematic, synchronized manner and time bound manner.
- 5) Conduct regular site meetings to sort out the bottlenecks holding the progress, including taking up required permissions & sort out the Land Use issues (if any) & in case the work is hold up for a week, PMC should report to CTT's Head office (HO) in person and coordinate to resolve the issue/s from Head office, CTT by deputing Senior Engineer till it is resolved to further

recommence the work.

- 6) Interact regularly with CTT on all matters related to execution including submission of weekly progress reports, cost status etc.
- 7) Verify the contractor's site measurements, bills and issue appropriate payment certificate with taking and recording MB (Measurement Book).
- 8) Organize and witness the testing along with various test reports of contractor and commissioning of services and systems
- 9) Prepare cash flow charts and update budget estimate as per actual execution and keep CTT informed on all the changes prior to implementation & execution of works if any with submission of specific reports.
- 10) Monitor the variations and deviations from the original designs, concept and work order and keep the CTT informed including obtaining prior approvals from the client whenever required with submission of Excess/Saving Statements.
- 11) Following Registers should be maintained along with other registers required as per necessity at every site with addition of other registers required as per need basis which will be inspected by CTT Engineers as and when there is site visit.
 - a) Site visit Register
 - b) Drawing Register- which should clearly depict the Drg No, Title, Date of Issue, Received date, Revision Dates & Revision Nos
 - c) Tender's Technical & Financial Bid
 - d) Steel and Cement consumption Register
 - e) Quality control Register
 - f) BBS Register
 - g) Cube Test Register
- 12) The Consultant shall not make any deviations, alterations or omissions from the approved drawings, involving financial implications without prior consent of CTT.
- 13) Work has to be carried out only after understanding all Drawings, should follow in totality the note written in the structural drawing which is issued by Architect for implementation & before starting the work according to Drawings, in case if there is any increase/discrepancy in tendered quantity, it should be immediately informed to CTT for taking written permission
- 14) The Consultant shall not, without prior written sanction of the CTT, make any deviation in the plans, specification, approved rates & quantities etc. for any items approved by the CTT.
- 15) The CTT shall be communicated for all changes, decisions, etc. in writing as shortest in time as possible well in advance.
- 16) Drawing, plans and specification are the property and ownership of CTT, irrespective of whether the work has been executed or not.
- 17) Consultant should check the specification of all the aggregates including sand, Grit & kapachi & should be used as per Gradation/specification of work only.
- 18) Consultant shall supervise thoroughly and get the work implemented for structural soundness & operational effectiveness of the works by the Contractor.
- 19) The Consultant is required to provide services in respect of monitoring, supervision, implementation, execution and recording of work as being correctly interpreted/ implemented with the design of architect by the contractor
- 20) At any point of time, if doubt or discrepancy found in allotted drawing / design, Consultant shall

submit the clear alternate / solution with technical justification to CTT.

- 21) The Consultant shall supervise and monitor the construction work for preoperative and execution on day to day basic during the work under progress to achieve the stipulated standards of quality of the project and timely completion.
- 22) To conduct regular site meetings, coordinate & liaison to sort out the bottlenecks obstructing the progress
- 23) To interact regularly with Authority on all matters related to execution including submission of weekly progress reports, cost status etc.
- 24) To prepare cash flow charts and update budget estimate as per actual execution and keep Authority informed on all the changes prior to implementation & execution of works if any.
- 25) The PMC shall develop and follow the computerized reporting and record management system and shall obtain prior concurrence of the same from CTT.
- 26) To Co-ordinate with participating agencies on daily basis to ensure all the works progress in a systematic, synchronized and time bound manner & has to submit weekly report to CTT showing clearly whether work progress is as per the Work Bar- chart, Time limit and scheduled of implementation with highlighting delayed activities & action required from whom -along with any critical issue / Bottleneck to be resolved & if the work is held up for more than 10 days, Consultant should report to CTT head office and resolve the issues from CTT office and follow up the matter till resolved.
- 27) To monitor the variation and deviation from the original designs, concept and quantity in the work order and keep the client informed including obtaining prior approvals from the client whenever required.
- 28) In no case Consultant will allow excess in execution of items- where quoted rate is higher than estimated rate & No saving will be there -where quoted rate is below estimated rate- Except written approval of CTT.
- 29) Consultant shall depute additional coordination engineer- project wise in CTT office irrespective of the project cost.
- 30) Consultant shall mandatory establish separate fully equipped local site office within 15 km radius of site.
- 31) The Selected Consultant shall deploy experienced resources, full time at the site as below during the implementation stage consisting of a Civil Engineer, Structural Engineer and an Electrical Engineer.
- 32) Consultant whose head office/base is out of Himachal Pradesh shall establish a regional office in Chintpurni irrespective of the project cost.
- 33) During the course of implementation of projects, prior & post execution stages, including settlement of claims & arbitration matters, if any- in all actions Consultant should indemnify & safeguard the interest of CTT.
- 34) If the works gets stop due to some or the other encroachments, Consultant is supposed to inform the respective Department and till the works get started on site the concerned Engineer should remain present in the Office of the Concerned Engineer in the Department.
- 35) Other than the fee which is to be given to the Consultant, no other expense i.e. Laboratory testing, to and fro transportation cost to attend the meetings etc will be given by the Department. The fees will be paid by checking the actual work carried out by the Contractor on site.

Stage 8: Post Execution Stage

- 1) Obtain integrated as-built up drawing, incorporating the details of various works actually

executed.

- 2) Obtain guarantee certificate, maintenance manuals from specialist agencies and compile them in an easily understandable for future reference.
- 3) Prepare an integrated housekeeping, operation and maintenance manual for proper upkeep of the premises.
- 4) Assist CTT to appoint suitable agencies for operation, maintenance, and housekeeping.
- 5) Assist CTT in settlement of agencies accounts
- 6) Assist CTT in settlement of any extra / excess items if any.

Note: It is further clarified that the details as given above has tried to cover the scope of work as anticipated by the Authority. Bidders are advised to examine the RFP in detail to understand the exact scope of work that is required to be undertaken over and above the scope as mentioned in this RFP.

5. Deliverables

The Consultant shall undertake/deliver the following deliverables (the “**Deliverables**”) during the course of this Consultancy. Each deliverable shall include an executive summary, analyses, assumptions, results of computations, tables, charts, recommendations, and such other contents that generally comprise deliverables for similar consultancy work by way of best practices. 8 hard copies and 1 soft copy of all the Reports including drawings as mentioned herein below shall be submitted to the Authority. All the soft copies Drawings in As-Built drawings to be submitted in Auto-cad format.

Consultant will be required to undertake Power Point presentations of the Deliveries at every intermittent stage as well as during completion of the study.

The deliverables shall include:

Inception Report

On commencement of the Consultancy, the Consultant shall prepare and submit an Inception Report (the “**Inception Report**”). The Inception Report shall be a further elaboration of the Consultant’s submissions towards understanding of the RFP, the methodology to be followed and Work Plan, etc. The Inception report shall include but not limited to the following:

- a) Conceptual Plan
- b) Detailed approach and methodology
- c) Key Personnel and Supporting Staff;
- d) Identification of key issues
- e) Audio/ Visual presentation at different selected levels of Authorities

Detailed Project Report (DPR)

Detailed Project Report: The Draft DPR report shall include but not limited to the following:

- a) Assessment for the need of the project;
- b) Land suitability analysis of the site;
- c) Expected benefit to the society from the project
- d) Analysis of Primary and Secondary Data Review & suggestion on the project options
- e) Fixation of area, size, proposed facilities etc. based on the assessment study;
- f) Proposal for additional land acquisition, if required
- g) Topography Survey, measured drawing of existing foundation structure and Sub Soil Investigation Report.

- h) Site Plan of the Project and Detailed layout of individual Project components
- i) Detailed design and drawings for all components of the project.
- j) Identification of risks and mitigation plan
- k) Detailed cost estimate,
- l) Report on Project Management Plan
- m) Report on Project Phasing
- n) Report on regulatory framework
- o) Any other aspect necessary for smooth implementation of the Project.
- p) Audio/ Visual presentation at different selected levels of Authorities

Final Feasibility Report:

The report will incorporate all revisions deemed relevant following receipt of comments from the Authority. The Final Report along with drawing files shall also be submitted in hard copy as well as in Soft Copy (.doc& .dwg Format.).

Consultant will have to undertake presentation at each delivery stage to Authority. All reports should be submitted in Hard Copy as well as Soft Copy (.doc&.dwg Format).

Reports and Documents to be submitted by the Consultants to Employer.

The Consultants shall submit to the employer the reports and documents after completion of each stage of work and in the number of copies indicated against each. Consultants shall submit all other reports mentioned specifically in the preceding paras, even though they are not mentioned below:

Sl. No.	Activity	Nos.
i)	Inception Report for consideration of the Authorities.	6 copies
ii)	Detailed Project Report Audio/ Visual presentation at different selected levels of Authorities	6 copies 3 times
iii)	Final Feasibility Report.	6 copies
iv)	Detail working drawings to be submitted for approval at every stage	6 copies
v)	Final drawings to be submitted after incorporating clients suggestion and modification at every stage	10 copies
vi)	As-built drawings	6 sets
vii)	Bill of quantities	6 sets

Annex-2
Deployment of Key Personnel
(Refer Clause 4.2)

Key Personnel

S. No.	Name	Position	Task	Expected engagement in man-months through the project duration
1		Team Leader		
2		Senior Architect		
3		Structural Engineer		
4		Landscape Architect		
5		Mechanical Engineer		
6		Electrical Engineer		
7		Urban Designer		

Note: Add rows as required

Technical Support Staff

S. No.	Name	Position	Task
1			
2			
3			
4			
5			

Note: Add rows as required

Annex-3
Approved Sub-Consultant(s)
(Refer Clause 4.7)

Annex-4
PaymentSchedule (Refer Clause 5.3)

The total duration for preparation of the whole work under the assignment shall be 150 days, including the time taken by the Authority in providing the requisite documents or in conveying its comments on the Draft Reports. The Consultant shall deploy the Key Personnel as per the deployment of Personnel proposed.

Sr. No.	Activities & Submission Stages	% payment	Timelines
1	<p>h) On completion of topographical survey (Total Station Survey) and submission of drawings showing site boundary, contour levels, details of existing structure, HFL etc.</p> <p>i) On completion of soil investigation study and submission of soil investigation report.</p> <p>j) Submission of Inception Report</p> <p>k) On submission of the following elements:</p> <ul style="list-style-type: none"> - Master plan conforming relevant I.S. Code showing roof of the building, road network, landscape proposal, pedestrian movement pathways etc. - Conceptual architectural drawings - All floor plans, - all crucial Sections and - all four side Elevations, - Conceptual Structural proposal, - Conceptual Interior design proposal, - Conceptual proposal for Electrical works, - plan showing conceptual Fire Hydrant layout and fire fighting proposal, - Plan showing Sewerage layout and location of Treatment plant - Proposal for green building parameters <p>l) Submission of 3D views</p>	10%	30 days after issuance of Letter of Award

	m) Submission of Cost Appraisal, n) Audio/ Visual Presentation at different selected levels of Authority.		
2	On Submission of Detail Project Report incorporating clients suggestions and submission of modified architectural drawings after due approval from the concerned authority and Final Feasibility Report	10%	45 days after issuance of Letter of Award
3	Submitting and approval of conceptual Drawings, preliminary estimate of cost, architectural drawings, estimate as per the approved conceptual drawing, pretender architectural and Engineering working drawings	10%	75 days after issuance of Letter of Award
4	Submitting detailed specifications, bill of quantities, detailed architecture working designs together with estimates of cost sufficient to invite Tenders.	10%	135 days after issuance of Letter of Award
5	On submitting and taking approval for drawings from statutory bodies	10%	150 days after issuance of Letter of Award
6	Submission of tender documents for execution, completion of bid process and award of the project to the contractor.	20%	Within 07 days of Award of the project to the contractor
7	During Construction (Up to Plinth	5%	Within 07 days of report of engineer in charge
8	Up to Super Structure	5%	Within 07 days of report of engineer in charge
9	Upto Finishing all Works and Services,Testingand Commissioning	10%	Within 07 days of report of engineer in charge
10	On completion of Project / work including PMC cost	30%	07 days after releasing of B.G. and S.D. to the executing agency

Important Note: 1) The Authority shall endeavour to give feedback, if any on each document within 15 days of the submission, after which the Consultant shall re-submit the revised reports and maps. Payments shall be released stage wise upon successful acceptance of the submittals at each stage by the Authority. Payments for each stage shall be calculated on a pro-rata basis on the actual cost of the project being detailed for / implemented at that stage.

5% retention money from each bill shall be deducted and released back as per the Tender Conditions. The Authority shall endeavour in releasing the Retention Money and Performance Guarantee within 30 days following the release of final payment to the consultants, in case no pending dues are there.

In an event the project completion is delayed beyond a period of 18 months, no additional compensation in any manner shall be given to the consultant.