

CENTRAL PUBLIC WORKS DEPARTMENT
Notice Inviting e-Tenders

The **Executive Engineer (Ahmedabad), CPWD, Gandhinagar** 3rd floor, Kendriya Nirman Sadan, Sector 10A, Gandhinagar, Gujarat on behalf of the President of India invites **online Item Rate** bids from the eligible CPWD empaneled (in category I, II & III) Architectural firms / Consultants & non empaneled architectural firms / consultants for the following work:

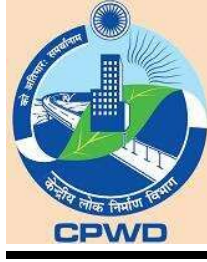
Name of Work : C/o Office Building for Reserve Bank of India (La-Gajjar Chambers) at Ashram Road, Ahmedabad SH: Providing Comprehensive Consultancy Services for preparation of Architectural drawings, structural design, Civil, Electrical and Mechanical Engineering services design and drawings, landscape design and Drawings including Local Body Submission and obtaining all statutory approvals from local authorities or any other authorities from commencement of work to building use permissions, preparation of Detailed Project Report, Tender Documents, etc.

NIT No. :	03/NIT/CE/EE/AHMD/2026-27
Estimated Amount :	Rs. 81,57,429/-
Earnest Money:	Rs. 1,63,149/-
Performance Guarantee	a) 5% of tendered value or Estimated cost put to tender (ECPT) (whichever is higher). b) Where the tendered amount is less than eighty percent (80%) of the Estimated Cost Put to Tender (ECPT), the Performance Guarantee, in addition to the requirement under (a) above, shall be increased by an amount equal to the difference between eighty percent (80%) of the ECPT and the tendered amount.
Period of Completion:	30 Months
Time & Date of Pre Bid Conference:	17/04/2026 11:30 Hrs
Last date and time of Online submission of Technical Bid : Part-1 (Initial Eligibility bid) & Financial bid, Original EMD, Scan Copy of Receipt for Deposition of Original EMD and other documents as specified in bid document :	01/05/2026 15:00 Hrs
Time & Date of opening of Initial Eligibility Bid:	01/05/2026 15:30 Hrs
Time & Date of presentation of technical Bid:	Shall be intimated separately after scrutiny of Technical bid part-I
Place of opening of Bids, office of	Executive Engineer (Ahmedabad), CPWD, Gandhinagar.

The date and time of online opening of financial bid, after the finalization of Technical bids, shall be informed to the bidders by the **Executive Engineer (Ahmedabad), CPWD, Gandhinagar**

The Bid forms and other details can be obtained from the website <https://etender.cpwd.gov.in> and www.eprocure.gov.in.

Executive Engineer (Ahmedabad),
3rd floor, Kendriya Nirman Sadan, CPWD, Sector-10/A,
Gandhinagar, Email- eeacd.cpwd@gov.in



Government of India
Central Public Works Department

*Office Of The E/E, CPWD,
Ahmedabad. (Gujarat).*
Tele phone No :- (079) 29644033
Email: eeacd.cpwd@gov.in

Notice Inviting Tender

NIT NO:- 03/NIT/CE/EE/AHMD/2026-27

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Estimated Cost	:- Rs. 81,57,429/-
EMD	:- Rs. 1,63,149/-
Performance Guarantee	:- As per mention in NIT.
Security Deposit	:- 2.5% of Tendered Value
Period of completion	:- 30 (Thirty) Months

Name of Work : C/o Office Building for Reserve Bank of India (La-Gajjar Chambers) at Ashram Road, Ahmedabad SH: Providing Comprehensive Consultancy Services for preparation of Architectural drawings, structural design, Civil, Electrical and Mechanical Engineering services design and drawings, landscape design and Drawings including Local Body Submission and obtaining all statutory approvals from local authorities or any other authorities from commencement of work to building use permissions, preparation of Detailed Project Report, Tender Documents, etc.

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Certified that this bid document contains pages 1 to 92 (One to Ninety-Two).

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Time & Date of opening of Initial Eligibility Bid:	01/05/2026 15:30 Hrs
Time & Date of presentation of technical Bid:	Shall be intimated separately after scrutiny of Technical bid part-I
Place of opening of Bids, office of	Executive Engineer (Ahmedabad), CPWD, Gandhinagar.

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Executive Engineer (Ahmedabad),
3rd floor, Kendriya Nirman Sadan, CPWD, Sector-10/A,
Gandhinagar, Email- eeacd.cpwd@gov.in

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**INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR e-TENDERING
FORMING PART OF BID DOCUMENT**

The Executive Engineer (Ahmedabad), CPWD, 3rd floor, Kendriya Nirman Sadan, Sector 10A, Gandhinagar, Gujarat on behalf of the President of India invites online bids from CPWD empaneled Architects/Consultants registered in Category-I & II as per Directorate General, CPWD O.M no. 51/1/2013-ADG(Arch)/230 dated 28/5/2020, 6/14/2006-ADG(Works)/422 dated 19.10.2020, and again circulated vide OM DG/MAN/Misc./59 dated 07.03.2022 empaneled and reputed private Architects/Consultants in **Two Bid System** for the following work:

NIT No.	03/NIT/CE/EE/AHMD/2026-27
Name of Work	C/o Office Building for Reserve Bank of India (La-Gajjar Chambers) at Ashram Road, Ahmedabad SH: Providing Comprehensive Consultancy Services for preparation of Architectural drawings, structural design, Civil, Electrical and Mechanical Engineering services design and drawings, landscape design and Drawings including Local Body Submission and obtaining all statutory approvals from local authorities or any other authorities from commencement of work to building use permissions, preparation of Detailed Project Report, Tender Documents, etc.
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Period of completion	30 months
Time and date of Pre-Bid conference	17/04/2026 11:30 Hrs
Last date and time of submission of bid, copy of deposition of original EMD and other documents specified in the bid	01/05/2026 15:00 Hrs
Time and date of opening of technical bid part 1	01/05/2026 15:30 Hrs
Time and date of submission and presentation of technical bid part-2	Shall be intimated later

1. **CPWD empaneled consultants shall be eligible to apply and they are exempted from technical bid evaluation part 1.**
2. Architect consultants (non-empaneled) who fulfill the following requirements shall be eligible to apply. Joint ventures are not accepted.
 - (a) Should have satisfactorily completed the works as mentioned below during the last Seven years ending last day of the month previous to the one in which tenders are invited.
 - (i) Three similar works each comprising Educational/institutional/office buildings each of Plinth area 3280 sqm
or
 - (ii) Two similar works each comprising Educational/institutional/office buildings each of Plinth area 4920 sqm
or
 - (iii) One similar works comprising Educational/institutional/office buildings each of Plinth area 6560 sqm.

SIMILAR WORK SHALL MEAN

WORKS OF PROVIDING COMPREHENSIVE CONSULTANCY SERVICES AND PREPARATION OF CONCEPT & DETAILED GOOD FOR CONSTRUCTION ARCHITECTURAL DRAWINGS I/C DRAWINGS FOR LOCAL BODY SUBMISSION AND OBTAINING APPROVALS, CIVIL, ELECTRICAL AND MECHANICAL ENGINEERING SERVICES DESIGN AND DRAWINGS, LANDSCAPE DESIGN AND DRAWINGS, DETAILED PROJECT REPORT, PREPARATION OF TENDER DOCUMENTS, CONSULTING DURING THE EXECUTION TILL SUCESSFUL COMPLETION OF PROJECT.

In case of works done for private clients other than Central/State Government, Central/State Undertakings, the bidder shall submit TDS certificate issued by competent person of private clients and proof of depositing GST.

- (b) Should have had Average Annual Financial Turnover of **Rs 24.47 lakh** on consultancy works during the last three years ending **31st March 2025** (Scanned copy of Certificate from CA with Unique Document Identification Number (UDIN) to be uploaded). The value of annual turnover figures shall be brought to current value by enhancing the actual turnover figures at simple rate of 7% per annum.
 - (c) The bidder should not have incurred loss (profit after tax should be positive) in more than two years during last five consecutive financial years ending **March 2025** dully certified by audited by CA.
 - (d) Should have a Banker's Certificate from a commercial Bank for **Rs 32.63 lakh** or Net Worth Certificate from CA with Unique Document Identification Number (UDIN) of **minimum 8.16 lakh** (Scanned copy of original to be uploaded).
3. Consultant who is debarred by CPWD, Ministry of HUA and/or Ministry of Finance are not allowed to participate till the debarment period is over and tender of such Consultant, if submitted will not be opened. An undertaking is to be uploaded by the intending bidders as per **Annexure 1** given in this document to this effect.
 4. The intending bidder must read the terms and conditions of **CPWD-6** carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.
 5. This information and instructions for bidders posted on website shall form part of bid document.

6. The bid document consisting of set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website <https://etender.cpwd.gov.in> or www.cpwd.gov.in free of cost.
7. But the bid can only be submitted after deposition of original EMD either in the office of Executive Engineer inviting bids or division office of any Executive Engineer, CPWD within the period of bid submission and uploading the mandatory scanned documents such as Insurance Surety Bonds, Account Payee Demand draft or Bankers Cheque or Fixed Deposit Receipts or/ and Bank Guarantee including e-Bank Guarantee (for balance amount as prescribed) from any of the Commercial Bank towards EMD in favour of Executive Engineer as mentioned in NIT, receipt for deposition of original EMD to division office of any Executive Engineer (including NIT issuing EE/ AE), CPWD and other documents as specified.
8. Those consultants who are not registered or have not updated their profile on the website mentioned above, are required to get registered/update their profile beforehand. The necessary training materials including the videos with step to step process are available on download section of <https://etender.cpwd.gov.in>
9. The intending bidder must have valid class-III digital signature certificate with encryption key (combo type) to perform any operations/transactions on the e-tendering portal / website and the bidder should download and install the e-Msigner on their system as per instruction available on download section of <https://etender.cpwd.gov.in>
10. On opening date, the consultant can login and see the bid opening process. After opening of bids he will receive the competitor bid sheets.
11. Consultant can upload documents in the form of JPG format and PDF format.
12. Certificate of Financial Turn Over: At the time of submission of bid consultant may upload Affidavit/Certificate from CA mentioning Financial Turnover of last 7 years or for the period as specified in the bid document and further details if required may be asked from the consultant after opening of eligibility bids. There is no need to upload entire voluminous balance sheet.
13. Consultant must ensure to quote rate of each item. The column meant for quoting rate in figures appears in yellow colour and the moment rate is entered, it turns sky blue.
In addition to this, while selecting any of the cells a warning appears that if any cell is left blank the same shall be treated as "0". Therefore, if any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as "0" (ZERO).
However, if a consultant quotes nil rates against each item in item rate tender or does not quote any percentage above/below on the total amount of the tender or any section / sub head in percentage rate tender, the tender shall be treated as invalid and will not be considered as lowest consultant.
14. The eligibility Bid shall be opened first on due date and time as mentioned above. The time and date of opening of financial bid of consultants qualifying the eligibility bid shall be communicated to them at a later date.
15. Pre Bid conference shall be held in the chamber of **Chief Engineer, CPWD at Gandhinagar on 17/04/2026, 11:30 AM** to clear the doubt of intending bidders, if any.
16. The department reserves the right to reject any prospective application without assigning any reason and to restrict the list of qualified consultants to any number deemed suitable by it, if too many bids are received satisfying the laid down criterion.

List of Documents to be scanned and uploaded within the period of bid submission:

- I Copy of receipt for deposition of original EMD to division office of any EE, CPWD.
- II Copy of EMD documents in any of the form mentioned in the bid document.
- III PAN card issued by the Income Tax department
- IV Certificates of Work Experience.
- V Certificate of Financial Turnover from CA.
- VI Banker's Certificate or Net Worth Certificate
- VII Registration certificate issued by the council of architecture
- VIII Under taking for Non-Blacklisting by any Government Department/Organization/PSU on the last date of submission in the format appended as Annexure 1 of this bid document
- IX All other Documents as specified in the NIT
- X GST registration Certificate, if already obtained by the bidder.

If the bidder has not obtained GST registration as applicable, then he shall scan and upload following undertaking along with bid documents.

"If work is awarded to me, I/we shall obtain GST registration certificate as applicable within one month from the date of receipt of award letter or before release of any payment by CPWD, whichever is earlier, failing which I/we shall be responsible for any delay in payments which will be due towards me/us on account of the work executed and/or for any action taken by CPWD or GST department in this regard".

Note : SI no IV to VII is NOT applicable for CPWD empaneled consultants.

CPWD-6 FOR E- TENDERING

1. The Executive Engineer (Ahmedabad), CPWD, 3rd floor, Kendriya Nirman Sadan, Sector 10A, Gandhinagar, Gujarat on behalf of the President of India invites online item rate bids from CPWD empaneled Architects/Consultants registered in Category-I & II as per Directorate General, CPWD O.M no. 51/1/2013-ADG(Arch)/230 dated 28/5/2020, 6/14/2006-ADG(Works)/422 dated 19.10.2020 and again circulated vide OM DG/MAN/Misc./59 dated 07.03.2022 and reputed private Architects/Consultants **in Two Bid System**. The enlistment of the consultants should be valid on the last date of submission of bids.

In case the last date of submission of bid is extended, the enlistment of consultant should be valid on the original date of submission of bids.

- 1.1 Intending bidder is eligible to submit the bid provided he has definite proof from the appropriate authority, which shall be to the satisfaction of the competent authority, of having satisfactorily completed similar works of magnitude specified below:-
- 1.2 CPWD empaneled Architect consultants & non-CPWD empaneled who fulfill the following requirements shall be eligible to apply. Joint ventures are not accepted.
- 1.2.1 Should have satisfactorily completed the works as mentioned below during the last Seven years ending last day of the month previous to the one in which tenders are invited.
- (i) Three similar works each comprising Educational/institutional/office buildings each of Plinth area 3280 sqm
- or
- (ii) Two similar works each comprising Educational/institutional/office buildings each of Plinth area 4920 sqm
- or
- (iii) One similar works comprising Educational/institutional/office buildings each of Plinth area 6560 sqm.

Similar work shall mean

WORKS OF PROVIDING COMPREHENSIVE CONSULTANCY SERVICES AND PREPARATION OF CONCEPT & DETAILED GOOD FOR CONSTRUCTION ARCHITECTURAL DRAWINGS I/C DRAWINGS FOR LOCAL BODY SUBMISSION AND OBTAINING APPROVALS, CIVIL, ELECTRICAL AND MECHANICAL ENGINEERING SERVICES DESIGN AND DRAWINGS, LANDSCAPE DESIGN AND DRAWINGS, DETAILED PROJECT REPORT, PREPARATION OF TENDER DOCUMENTS, CONSULTING DURING THE EXECUTION TILL SUCESSFUL COMPLETION OF PROJECT.

In case of works done for private clients other than central/state government, central/state undertakings, the bidder shall submit TDS certificate issued by competent person of private clients and proof of depositing GST.

2. Agreement shall be drawn with the successful bidders. Bidders shall quote his rates as per various terms and conditions of this bid document.
3. The time allowed for carrying out the work will be as defined elsewhere in the bid document. The bid document consisting of set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website <https://etender.cpwd.gov.in> or www.cpwd.gov.in free of cost.

4. After submission of the bid the consultant can re-submit revised bid any number of times but before last time and date of submission of bid as notified.

5. While submitting the revised bid, consultant can revise the rate of one or more item(s) any number of times (he need not re-enter rate of all the items) but before last time and date of submission of bid as notified.

6. Earnest Money in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee including e-Bank Guarantee (for balance amount as prescribed) from any of the Commercial Banks (**drawn in favour of Executive Engineer, Ahmedabad Central Division, CPWD, Ahmedabad**) shall be scanned and uploaded on the e-Tendering website within the period of bid submission.

EMD shall be made / issued only from the account of the bidder / tenderer submitting the bid/tender. EMD made/ issued from the account other than that of the bidder/ tenderer submitting the bid, shall not be accepted.

7. The original EMD should be deposited either in the office of Executive Engineer inviting bids or division office of any Executive Engineer, CPWD within the period of bid submission. The EMD receiving Executive Engineer (including NIT issuing EE/AE) shall issue a receipt of deposition of earnest money deposit to the bidder in a prescribed format (enclosed) uploaded by tender inviting EE in the NIT.

8. A part of earnest money is acceptable in the form of bank guarantee also. In such case, minimum 50% of earnest money or Rs. 20 lakh, whichever is less, shall have to be deposited in shape prescribed above, and balance may be deposited in shape of Bank Guarantee including e-Bank Guarantee of any Commercial bank having validity for a period of 90 days for single bid works and 180 days for two bid system or more from the last date of receipt of bids which is to be scanned and uploaded by the intending bidders.

The earnest money given by all the consultants except the lowest consultant shall be refunded immediately after the expiry of stipulated bid validity period or immediately after acceptance of the successful bidder, whichever is earlier. However, in case of two/ three bid system, earnest money deposit of bidders unsuccessful during eligibility bid evaluation etc. should be returned within 30 days of declaration of result of eligibility bid evaluation.

Copy of Enlistment Order and certificate of work experience and other documents as specified in the notice inviting e- tender shall be scanned and uploaded on the e-Tendering website within the period of bid submission. However, certified copy of all the scanned and uploaded documents as specified in e- tender notice shall have to be submitted by the lowest bidder within a week physically in the office of tender opening authority. Online bid documents submitted by intending bidders shall be opened only of those bidders, whose original EMD deposited with any division of CPWD and other documents scanned and uploaded are found in order.

The bid submitted shall be opened at.

9. The bid submitted shall become invalid and e-Tender processing fee (if applicable) shall not be refunded if:

10. The bidder is found ineligible.

11. The bidder does not upload scanned copies of all the documents stipulated in the bid document.

12. If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically by the lowest bidder in the office of bid opening authority.

13. If a consultant quotes nil rates against each item in item rate tender or does not quote any

Insertion: Nil Correction :Nil Omission : Nil

AE (P)...../ EE(P).....

percentage above/below on the total amount of the tender or any section / sub head in percentage rate tender, the tender shall be treated as invalid and will not be considered as lowest consultant.

14. The consultant whose bid is accepted will be required to furnish performance guarantee of 5 % (five percent) at specified percentage of the tendered amount within seven days of issue of letter of acceptance by the Engineer-in-charge. This guarantee shall be in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt or Bank Guarantee from any of the Commercial Banks in accordance with the prescribed form. In case the consultant fails to deposit the said performance guarantee within the stated period the Earnest Money deposited by the consultant shall be forfeited automatically without any notice to the consultant. The earnest money deposited along with bid shall be returned after receiving the aforesaid performance guarantee. The consultant whose bid is accepted will also be required to furnish either copy of applicable licenses/ registrations or proof of applying for obtaining labour licenses, registration with EPFO, ESIC and BOCW Welfare Board including Provident Fund Code No. If applicable and also ensure the compliance of aforesaid provisions by the sub- consultants, if any engaged by the consultant for the said work within the period specified in Schedule F.

15. The description of the work is as follows:

C/o Office Building for Reserve Bank of India (La-Gajjar Chambers) at Ashram Road, Ahmedabad SH: Providing Comprehensive Consultancy Services for preparation of Architectural drawings, structural design, Civil, Electrical and Mechanical Engineering services design and drawings, landscape design and Drawings including Local Body Submission and obtaining all statutory approvals from local authorities or any other authorities from commencement of work to building use permissions, preparation of Detailed Project Report, Tender Documents, etc.

Intending Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their bids as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The bidder shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a bid by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.

16. The competent authority on behalf of the President of India does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the bids received without the assignment of any reason. All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidders shall be summarily rejected.
17. Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the bids submitted by the consultants who resort to canvassing will be liable for rejection.
18. The competent authority on behalf of President of India reserves to himself the right of accepting the whole or any part of the bid and the bidders shall be bound to perform the same at the rate quoted.

19. The consultant shall not be permitted to bid for works in the CPWD Circle (Division in case of consultants of Horticulture/Nursery category) responsible for award and execution of contracts, in which his near relative is posted a Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any gazetted officer in the Central Public Works Department or in the Ministry of Housing and Urban Affairs. Any breach of this condition by the consultant would render him liable to be removed from the approved list of consultants of this Department.
20. No Engineer of Gazetted Rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a consultant for a period of one year after his retirement from Government service, without the prior permission of the Government of India in writing. This contract is liable to be cancelled if either the consultant or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the bid or engagement in the consultant's service.
21. The bids for the work shall remain open for acceptance for a period of 75 (Seventy Five) days from the date of opening of eligibility bids. Further-
- (i) If any consultant withdraws his tender or makes any modification in the terms & conditions of the tender which is not acceptable to the department within 7 days after last date of submission of bids, then the Government shall without prejudice to any other right or remedy, be at liberty to forfeit 50% of the earnest money absolutely irrespective of letter of acceptance for the work is issued or not.
- (ii) If any consultant withdraws his tender or makes any modification in the terms & conditions of the tender which is not acceptable to the department after expiry of 7 days after last date of submission of bids, then the Government shall without prejudice to any other right or remedy, be at liberty to forfeit 100% of the earnest money absolutely irrespective of letter of acceptance for the work is issued or not.
- (iii) In case of forfeiture of earnest money as prescribed in para (i) and (ii) above, the bidders shall not be allowed to participate in the rebidding process of the same work.
22. This notice inviting Bid shall form a part of the contract document. The successful bidder/consultant, on acceptance of his bid by the Accepting Authority shall within 15 days from the stipulated date of start of the work, sign the contract consisting of:-
- (a) The Notice Inviting Bid, all the documents including additional terms and conditions forming part of the bid as uploaded at the time of invitation of bid and the rates quoted online at the time of submission of bid and acceptance thereof together with any correspondence leading thereto.
23. If any information furnished by the consultant are found incorrect/false at a later date, he shall be liable to be debarred from the bidding and taking consultancy work in the CPWD.
24. The intending bidders are required to update their profile in CPWD e- tender portal and to upload their bids well in advance of last date of submission of tender. Any issue related to updating profile/uploading tender can be resolved through the concerned Executive Engineer or ERP helpline no.18001803286 or e-mail id cpwd.support@techmahindra.com. The e-tendering bidders are also advised not to wait to raise any issues till the last date of submission of bid in their own interest.

Technical Bid

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Particulars of the Work

1. Project Brief

1.1 Name of the work

1.2 C/o Office Building for Reserve Bank of India (La-Gajjar Chambers) at Ashram Road, Ahmedabad SH: Providing Comprehensive Consultancy Services for preparation of Architectural drawings, structural design, Civil, Electrical and Mechanical Engineering services design and drawings, landscape design and Drawings including Local Body Submission and obtaining all statutory approvals from local authorities or any other authorities from commencement of work to building use permissions, preparation of Detailed Project Report, Tender Documents, etc..

1.3 Location

The building will be established at La-Gajjar Chambers, Ashram Road, Ahmedabad.

2. Brief of planning requirements for Bank's Proposed Office Building at La-Galiar Chambers, Ahmadabad

The Bank's La-Gajjar Chamber (LGC) office building (One Basement + Ground + Mezzanine + 4 floors) was housed on a plot area of 2146.40 sq.mt (freehold) at Ashram Road, Ahmedabad. The previous building was having built-up area of 3801.85 sq.m. However, these distressed buildings had demolished with the approval of local controlling authorities for construction of new office building in the said plot.

2.1 Details of the plot and GDCR 2021 regulations

- Area of plot = 2146.40 sqm
- Available plot area considering the widening of road 1650 sqm
- The plot (F. P. No. 184) is bounded by North and West by Plot 184/2, South by Plot 187 and East by Road.
- As per GDCR 2021, La Gajjar chambers lying at and being at Shaikpur- Khanpur (Central Business District zone)
- The maximum permissible **FAR/FSI** is 5.4 – base FSI-1.8 and Chargeable FSI-3.6
- **Maximum Permissible Height** : There is no restriction on the Maximum permissible Building Height subject to clearance from the Airport Authority and Shall be counted as per Planning Regulation 8.3
- **Permissible Ground Coverage** : Entire Area available after providing for the required margins, Common plot and other Regulations may be utilized for construction of the super structure.
- **The plinth area** – 8200 sqm

3. The Project Requirement :

To finalize the Bank's requirements for proposed construction of office building at LGC, Ahmedabad, the overall requirements have been consolidated and summarized as below :

The building shall be design for Plinth area of 82000 Sqm (+/- 5 percent) for office spaces, common amenities, passages, corridors, various types of lifts such as Passenger lift, Service/ goods lift, **car elevator** or **vehicle elevator** etc.

A. Schedule of Accommodation.

Sr. No.	Floor	Description	Remarks
i	Basement -1	Parking + services	Area as per municipal norms.
ii	Basement -2 Optional	Parking	
iii	Ground floor and above	Office spaces, passages, corridors, various types of lifts	As per requirements of the RBI and local body norms. Staff strength and eligible area are given here after. Requirement of area of common amenities shall meet the criteria laid down in National Building Code 2016 and other relevant statutory documents as well as local bye-laws and shall satisfy requirements of the RBI
		Balance Parking area shall be provided on 1st floor above	

B. Office area requirement based on Staff Strength.

Department	F	E	D	C	B	A	Assistant	Total
OBO	01	00	01	01	06	11	13	33
CEPC	00	00	00	00	02	00	02	04
NDOR	00	01	01	03	01	10	04	20
DOS	00	01	02	06	11	08	11	39
							CLASS IV (Present strength)	11
Total working strength for proposed departments to be housed in LGC								107

The office area maybe considered based on the above staff strength and eligible area for each Grade of officer and staff. In addition to actual requirement, additional area one floor may be considered for future expansion of the office, if possible.

C. Security Aspects

- I. **Police Guard Room Arrangements:** To accommodate 10-15 number of police personnel to be deployed in the Bank may be planned.

- II. **Peripheral protection:** The entire plot area may be secured by providing a perimeter boundary (Combination of wall and Iron fence) not less than 10 feet and 6 inches in height as per Bank Standards.
- III. **Motorized Gates:** Heavy duty Iron Gates (Motorized) of similar height as that of the perimeter (10 feet & 6 inches) may be provided at 02 locations to facilitate Entry/Ext with a Wicket gate provision adjacent to the Main gate for regulating pedestrian's movement.
- IV. **Security Guard (SG) post:** A Security Guard post may be considered near entrance Gate with sufficient space to ensure frisking of visitors. The post may be provided with glass windows for unhindered all-round observation.
- V. **Integrated Security Systems (ISS):** An Air-conditioned ISS Complex may be constructed adjacent to the SG Post near Main Entrance to house the following:
 - ❖ Door Frame Metal Detector (DFMD)
 - ❖ X-Ray Baggage Scanner (XBS).
 - ❖ Reception Desk.
 - ❖ Information Kiosk
 - ❖ Visitor's Pass Issue counter
 - ❖ CRDS
 - ❖ Waiting Area
 - ❖ Water Point
 - ❖ Toilet facility for Men & Women
- VI. **Crash Rated Bollards/Barriers (CRB):** CRB may be provided sufficiently away from the main entrance inside the premises to avoid queuing up of four wheelers outside the main gate. An Under-Carriage Inspection System shall also be considered before of the CRB
- VII. **Staff Entrance:** The Staff Entrance with heavy iron door, preferable automated may be planned and area may sufficient to accommodate DFMD and an XBS, UV baggage sanitization chamber, Full Turnstile with a steel gate for facilitating access to differently abled staff members, materials such as stationer items, furniture etc.
- VIII. **Control Room:** As a makeshift arrangement, the ISS building is generally earmarked to act as a Control room location during Disaster Management Drills/Eventualities. However, with a view to augment the security arrangements, it is proposed to have a separate Control room inside the premises

- IX. **Assembly Area:** A well laid out assembly area needs to be earmarked keeping the strength of the staff under consideration.
- X. **CCTV Console Room** may be considered to accommodate necessary equipment, space for staff, sofa set with attached Toilet.
- XI. Sniffer Dog's arrangement may be planned with a covered place.

D. Executive rooms and VC room may be planned for visiting Executives.

E. Common amenities like Dispensary, Lounge, Canteen, Stores, changing rooms may be planned.

F. Utilities and General requirements may be planned :

- (i) Utilities consist of pump room, Sub-station, AC plant room, AHU's rooms in all floors, UPS with separate battery room, etc.
- (ii) Parking areas for cars and two wheelers, UGT, Rainwater Harvesting etc. as per Local Bye-laws
- (iii) Adequate fire safety measures and firefighting systems like sprinkler system, fire alarm system, wet/dry riser system, fire extinguishers etc. in line with local Development Control Rules/Municipal requirements / Requirements of National Building Code.
- (iv) Provisions for sufficient lifts, corridors, staircases, toilets, shafts/spaces for various services, etc shall be made as per the stipulations of the National Building Code, National Electric Code. Relevant IS codes and also the local bye-laws & statutory requirements.
- (v) The buildings shall be designed suitable for Divyang persons friendly as per the latest versions of "Guidelines and Space Standards for Barrier Free Built Environment for Disabled and Elderly Person's published by CPWD (Central Public Works Department) and the stipulations of the statutory bodies, for the respective areas of staff, public and toilets etc.
- (vi) The building may be designed for Green Building with highest rating.

1) Standard Scale of Area Requirements :

SR. No	Category of staff	Nos require	Requirements of area including the movement area around (sq. ft)
(i)	Officer-in-Charge	1	350 preferably with an attached toilet
(ii)	Grade F Officers		350
(iii)	Grade E officers and Personnel Officers	2	225
(iv)	Grade D officers	4	150
(v)	Grade C officers	10	125
(vi)	Grade B officers	20	80
(vii)	Grade A officers	29	60
(viii)	Class III staff	30	50
(ix)	Class IV staff	11	25
(x)	Record Clerks		50
(xi)	Telephone Operator		60
(xii)	Space for cupboards & passage in the usable office area		10%

Notes :

1. Cabins may be provided for grade C and above officer.
2. Woollen carpets may be provided in the cabins of Office-in-Charge and all F grade officers.
3. Woollen drugets or cotton carpets may be provided in cabins of all E and D grade officers.
4. One call point, one plug point each of 5A and 2 outlets for telephone shall be provided in each cabin.
5. Space for cupboards and passage in usable office area – 10% of usable area.
6. Sufficient area for computer rooms shall be provided as per the requirement.
7. Two meeting room may be provided for strength of 25 members.
8. Space may be provided for Civil and Electrical store.

2) Conference Room : (with V.C. facilities)

- i. Area : About 80 sq. mt.

3) Visiting Officer's Room :

- i. Area : 350 sqft

4) Officer Lounge & Dinning Room :

Dining area computed on the basis of 0.93 sq.mt (10 sq.ft) per head for 1/4th to 1/3rd of total strength of officers. The lounge area may be equivalent to the dining area Suitable provisions may be made for kitchen, pantry. Store room etc, depending upon the size of dining area (Kitchen to be provided with exhaust arrangements with grease filters, storage type water coolers or one / two outlets from the central cold drinking water system.

5) Caretaker's Room :

15 Sq.mt at a suitable location preferable in the floor where Manager's cabin is provided. An area of about 25 sq.mt may be provided as Store Room in a suitable location in the ground floor or any of the upper floors.

6) Pantry Room :

Room of about 10 sq.mt area at suitable location on each floor, depending upon the area/staff strength

7) Locker Room :

Room of about 10 sq.mt area to be used as changing Room by Class IV employees of the Bank to be provided on each floor or on alternate floors as per requirements.

8) Room for DIT :

25 sq.mt (including store) at a suitable location preferable in the floor where other services are provided.

1.0 General :

- 1.1 Letter of transmittal and forms for deciding eligibility are given in Section III.
- 1.2 All information called for in the enclosed forms should be furnished against the relevant columns in the forms. If for any reason, information is furnished on a separate sheet, this fact should be mentioned against the relevant column. Even if no information is to be provided in a column, a "nil" or "no such case" entry should be made in that column. If any particulars/query is not applicable in case of the bidder, it should be stated as "not applicable". The bidders are cautioned that not giving complete information called for in the application forms or not giving it in clear terms or making any change in the prescribed forms or deliberately suppressing the information may result in the bid being summarily disqualified. Bids made by telegram or e-mailed or telex and those received late will not be entertained.
- 1.3 The bid shall be type written and signed by the bidder at each page of the bid document.
- 1.4 Overwriting should be avoided. Correction, if any, should be made by neatly crossing out, initialing, dating and rewriting. Pages of the eligibility criteria document are numbered. Additional sheets, if any added by the consultant, should also be numbered by him. They should be submitted as a package with signed letter of transmittal.
- 1.5 References, information and certificates from the respective clients certifying suitability, technical knowledge or capability of the bidder should be signed by an officer not below the rank of Executive Engineer or Director of firm or equivalent.
- 1.6 The bidder may furnish any additional information which he thinks is necessary to establish his capabilities to successfully complete the envisaged work. He is, however, advised not to furnish superfluous information. No information shall be entertained after submission of eligibility criteria document unless it is called for by the Employer.
- 1.7 If any information furnished by the Bidder found to be incorrect either immediately or at a later date, then the present bids would be cancelled & amount due to bidder EMD/PG/SD shall be forfeited & this false information would render him liable to be debarred from Bidding/taking up of work in CPWD.
- 1.8 The department reserves the right to verify the credentials submitted by the bidder in respect of initial eligibility criteria before opening of bid.

2.0 Definitions:

- 2.1 In this document the following words and expressions have the meaning hereby assigned to them.
- 2.2 Employer: Means the President of India, acting through the Executive Engineer (Ahmedabad), CPWD, Gandhinagar.
- 2.3 Bidder: Means the individual, proprietary firm, firm in partnership, limited company private or public or corporation.
- 2.4 "Year" means "Financial Year" unless stated otherwise.

3.0 Method of application:

- 3.1 If the bidder is an individual, the application shall be signed by him above his full type written name and current address.
- 3.2 If the bidder is a proprietary firm, the application shall be signed by the proprietor above his full typewritten name and the full name of his firm with its current address.
- 3.3 If the bidder is a firm in partnership, the application shall be signed by all the partners of the firm above their full typewritten names and current addresses, or, alternatively, by a partner holding power of attorney for the firm. In the latter case a certified copy of the power of attorney

should accompany the application. In both cases a certified copy of the partnership deed and current address of all the partners of the firm should accompany the application.

- 3.4 If the bidder is a limited company or a corporation, the application shall be signed by a duly authorized person holding power of attorney for signing the application accompanied by a copy of the power of attorney. The bidder should also furnish a copy of the Memorandum of Articles of Association duly attested by a Public Notary.

4.0 Final decision making authority.

The CPWD reserves the right to accept or reject any bid and to annul the process and reject all bids at any time, without assigning any reason or incurring any liability to the bidders.

5.0 Particulars provisional

The particulars of the work given in Section I are provisional. They are liable to change and must be considered only as advance information to assist the bidder.

6.0 Site visit

Intending Bidders are advised to inspect and examine the site and its surroundings at his own cost and satisfy themselves before submitting their bids as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The bidders shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a bid by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and local conditions and other factors having a bearing on the execution of the consultancy work.

7.0 Initial Criteria for eligibility

- 7.1 Architect consultants (non-empaneled) who fulfill the following requirements shall be eligible to apply. Joint ventures are not accepted.

- (a) Should have satisfactorily completed the works as mentioned below during the last Seven years ending last day of the month previous to the one in which tenders are invited.
- (i) Three similar works each comprising Educational/institutional/office buildings each of Plinth area 3280 sqm OR
 - (ii) Two similar works each comprising Educational/institutional/office buildings each of Plinth area 4920 sqm OR
 - (iii) One similar works comprising Educational/institutional/office buildings each of Plinth area 6560 sqm.

Similar work shall mean

WORKS OF PROVIDING COMPREHENSIVE CONSULTANCY SERVICES AND PREPARATION OF CONCEPT & DETAILED GOOD FOR CONSTRUCTION ARCHITECTURAL DRAWINGS I/C DRAWINGS FOR LOCAL BODY SUBMISSION AND OBTAINING APPROVALS, CIVIL, ELECTRICAL AND MECHANICAL ENGINEERING SERVICES DESIGN AND DRAWINGS, LANDSCAPE DESIGN AND DRAWINGS, DETAILED PROJECT REPORT, PREPARATION OF TENDER DOCUMENTS, CONSULTING DURING THE EXECUTION TILL SUCESSFUL COMPLETION OF

PROJECT.

In case of works done for private clients other than Central/State Government, Central/State Undertakings, the bidder shall submit TDS certificate issued by competent person of private clients and proof of depositing GST.

- (b) Should have had Average Annual Financial Turnover of **Rs 24.47 lakh** on consultancy works during the last three years ending **31st March 2025** (Scanned copy of Certificate from CA with Unique Document Identification Number (UDIN) to be uploaded). The value of annual turnover figures shall be brought to current value by enhancing the actual turnover figures at simple rate of 7% per annum.
- (c) The bidder should not have incurred loss (profit after tax should be positive) in more than two years during last five consecutive financial years ending **March 2025** duly certified by audited by CA.
- (d) Should have a Banker's Certificate from a commercial Bank for **Rs 32.63 lakh** or Net Worth Certificate from CA with Unique Document Identification Number (UDIN) of **minimum 8.16 lakh** (Scanned copy of original to be uploaded).

8.0 Financial information

Bidder should furnish the Annual financial statement for the last five years in (Form A). Banker's Certificate in (Form "B") or Net worth Certificate in (Form "B-1").

9.0 Experience of similar works and performance thereof

- 9.1 Bidder should furnish the List of eligible similar nature of works successfully completed during the last seven years in (Form "C") and certificate of performance in Form C1.

10.0 Organization information

Bidder is required to submit the information in respect of his organization in Forms "D"

- ~~11.0~~ **Details of technical personnel** Bidder (s) is/are required to submit details of Key technical personnel that he/they propose to deploy on the project along with CV of each personnel in the Form E and Form F ~~including degree, experience and Form 16 / 26 AS of last three financial years to establish that key personnel are practicing professionals.~~

12.0 Letter of Transmittal

The bidder should submit the Letter of Transmittal attached with the document.

13.0 Opening of Price bid

After evaluation of applications, a list of short listed agencies will be prepared. Thereafter the financial bids of only the qualified and technically acceptable bidders shall be opened at the notified time, date and place in the presence of the qualified bidders or their representatives.

14.0 Award Criteria

- 14.1 The employer reserves the right, without being liable for any damages or obligation to inform the bidder, to:

- (a) amend the scope of work and value of contract.
- (b) Reject any or all the applications without assigning any reason.
Any effort on the part of the bidder or his agent to exercise influence or to pressurize the employer would result in rejection of his bid. Canvassing of any kind is prohibited

**INFORMATION REGARDING ELIGIBILITY
LETTER OF TRANSMITTAL**

From:

To

The Executive Engineer

.....

Subject: Submission of bids for the work of

..... Sir,

Having examined the details given in the bid document for the above work, I/we hereby submit the relevant information.

1. I/we hereby certify that all the statement made and information supplied in the enclosed forms A to E and accompanying statement are true and correct.
2. I/we have furnished all information and details necessary for eligibility and have no further pertinent information to supply.
3. I/we submit the requisite certified solvency certificate and authorize the Executive Engineer (Ahmedabad), CPWD to approach the Bank issuing the Banker's certificate to confirm the correctness thereof. I/we also authorize the sated Executive Engineer to approach individuals, employers, firms and corporation to verify our competence and general reputation.
4. I/we submit the following certificates in support of our suitability, technical knowledge and capability for having successfully completed the following eligible similar works:

Name of work	Certificate from

Certificate: It is certified that the information given in the enclosed eligibility bid are correct. It is also certified that I / We shall be liable to be debarred, disqualified / cancellation of enlistment in case any information furnished by me / us is found to be incorrect.

Enclosures: Seal of bidder

Date of submission:

Signature(s) of Bidder(s).

FINANCIAL INFORMATION (FORM 'A')

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

	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
Financial years					

- (i) Gross Annual Turn Over on construction works.
 - (ii) Profit/Loss (standalone financial statement).
- II. Financial arrangements for carrying out the proposed work.

Signature of Chartered Accountant with Seal

Signature of Bidder(s)

FORM "B"

BANKER'S CERTIFICATE FROM A COMMERCIAL BANK

This is to certify that to the best of our knowledge and information that M/s./ Sh.....
..... having marginally noted address,as a Customer of our
bank are/ is respectable and can be treated as good for any engagement upto a limit of
Rs..... (Rupees.....)

This certificate is issued without any guarantee or responsibility on the bank or any of the officers.

(Signature) For the Bank

NOTE

1. Banker's Certificates should be on letter head of the Bank, addressed to tendering authority.
2. In case of Partnership firm, certificate should include names of all partners as recorded with the Bank.

FORM "B-1"

FORM FOR CERTIFICATE OF NET WORTH FROM CHARTERED ACCOUNTANT

"It is to certify that as per the audited balance sheet and profit & loss account during the financial year , the Net Worth of M/s (Name & Registered Address of individual/firm/ company), as on (the relevant date) is Rs..... after considering all liabilities. It is further certified that the Net Worth of the company has not eroded by more than 30 % in the last three years ending on (the relevant date)." Unique Document Identification Number (UDIN)

Signature of Chartered Accountant

..... Name of Chartered Accountant

..... Membership No. of ICAI

Date and Seal

FORM 'C'**DETAILS OF ELIGIBLE SIMILAR NATURE OF WORKS COMPLETED DURING THE LAST SEVEN YEARS ENDING PREVIOUS DAY OF LAST DAY OF SUBMISSION OF TENDERS**

S. No.	Name of work/ project and location	Owner or sponsoring organization	Plinth Area	Date of commencement as per contract	Stipulated date of completion	Actual date of completion	Litigation/ arbitration cases pending/ in progress with details*	Name and address/ telephone number of officer to whom reference may be made
1	2	3	4	5	6	7	8	9

* Indicate gross amount claimed and amount awarded by the Arbitrator.

Signature of Bidder(s)

FORM D**STRUCTURE & ORGANISATION**

1. Name & address of the bidder
2. Year of establishment of firm.
3. Telephone number and e-mail ID
4. Legal status of the bidder (Scan & upload copies of original document defining the legal status)
 - (a) An Individual
 - (b) A proprietary firm
 - (c) A firm in partnership
 - (d) A limited Company or Corporation
5. Particulars of registration with various Government Bodies (Scan & upload attested photocopy)

Organization/Place of registration	Registration No.
1.	
2.	
3.	

6. Names and titles of Directors & Officers with designation to be concerned with this work.
7. Designation of individuals authorized to act for the organization
8. Has the bidder, or any constituent partner in case of partnership firm, limited company / Joint Venture, ever been convicted by the court of Law? If so, give details
9. In which field of Civil Engineering construction/Architecture the bidder has specialization and interest?
10. Registration number and year of registration of the inhouse architects with council of architecture. Scan copy of stated registration certificate shall be submitted with the bid.
11. Any other information considered necessary but not included above.

Signature of Bidder(s)

FORM C1**PERFORMANCE REPORT OF CONSULTANCY SERVICES RENDERED BY THE CONSULTANT REFERRED****For Comprehensive Design Consultancy**

1. Name of Consultant with Address:
2. Name of Work/Project & location.
3. Agreement no. & Name of Contracting Organization:
4. Nature of Project:
 - a. Type of Building / Campus:
5. Construction Cost of work on Completion (if applicable):
6. Date of Completion of Construction of work:
7. Consultancy Services Fee Paid:
8. Brief Detail of Scope of Consultancy Work Done:
9. Date of start of Consultancy work:
10. Date of completion of Consultancy work:
11. Brief Details of Project:
12. Performance Report of Consultant Work*:
 - (i) Quality of Consultancy Services : Outstanding/Very Good/ Good / Poor
 - (ii) Technical Proficiency : Outstanding/Very Good/Good / Poor
 - (iii) General Behavior : Outstanding/Very Good/Good / Poor

*Weighted avg. of above three criteria shall be considered for marking in Technical Bid: Part-1.

Dated:

Executive Engineer or equivalent
/Authorized Signatory of Client

Note: Performance report in any other format with client signature and Seal / Letter Headgiving above details shall also be considered, provided the desired information is available.

FORM E**DETAILS OF TECHNICAL PERSONNEL TO BE DEPLOYED FOR THIS PROJECT
(Team for this Project)**

(Details should conform to requirements given in bid document)

S. No	Name of Personnel	Number of Years of Experience in relevant field	Position Held (at Present)	Field of Specialization (Out of Sub-domains mentioned)	Educational Qualification		Remarks
					Post Graduate or higher	Graduate	
1							
2							
3							
4							

(Signature of bidder with seal)**Note:**

1. Details of all In-house personnel shall be furnished here i.e., Architects (Graduate or Post Graduate), Structural Engineer, Electrical or Mechanical Engineer, etc.
2. Bidder is required to upload relevant documents in support of his information given above. If Form 16 is available or not applicable, then the bidder is required to upload the details of last six (6) months salary paid to the employee in the following format:

S.No.	Name of Employee	Date of transaction	Employer's Account Details	Employee's Account details	Ref. in Monthly Account statement of Employer*

Details of last six salary transitions made to the employee (for each employee mentioned hereabove)

3. After award of contract by CPWD, all of the proposed key personnel shall be available during implementation of the project. However, any proposed substitution of key personnel by the Consultant has to be approved by the Engineer-in-Charge. All substitution of Key Personnel by the consultant shall be done by Personnel with qualification and experience equal or more than that of those mentioned in the bid.

Insertion: Nil Correction : Nil Omission : Nil

AE (P)...../ EE(P).....

Method of evaluation

BLANK

1. Those bidders who qualify the initial eligibility criteria given in eligibility bid shall only be considered for evaluation of their technical bid.
2. The technical bids for the bidders satisfying the laid down eligibility criteria shall be evaluated as per technical evaluation criteria given herein after.
- 2.1 Technical Bid is divided into two parts, Technical Bid Part-I (experience in similar completed works and deployment of Key personnel on the project) and Technical Bid Part-2 (Conceptual Plan and a presentation before Jury). The Technical Bid Part- 1 of the bidders who qualify the initial eligibility criteria will be evaluated with total marks as **200**. The breakup of marks for entire technical bid is as follows:

S. No.	Description	Marks	
Technical Bid Part 1	Experience in similar completed works	100	Only for non CPWD empaneled consultants
Technical Bid Part 1	Deployment of Key Personnel*	100	
Technical Bid Part 2	Concept plan and presentation	300	
* Minimum desired number of Key personnel has been defined under Technical evaluation criteria			

1. After examination and scrutiny of eligibility documents, a list of eligible bidders shall be prepared. Only those bidders shall be shortlisted and called for submission of Technical Bid Part-2 who will score at **least 60%** marks in Technical Bid Part-1 i.e., minimum **120 marks out of 200**
2. Shortlisted bidders shall be called upon to submit their technical bid part 2. Minimum one week of time shall be given to the bidders to submit the technical bid part 2. The schedule for submission of technical bid part 2 shall be intimated through notice on e-tender portal. The technical bid part 2 shall comprise submission of detailed Technical Proposal and making a power point presentation. Thereof by the bidders.
3. The bidder has to arrange himself the stay and transport for presentation at RBI/CPWD, Ahmedabad and nothing extra shall be paid on this account
4. The bidder shall demonstrate Methodology proposed for performing the assignment, composition of the team with emphasis on Team leader and his standing in the field knowledge and understanding of requirements of the project. The bidder shall make presentation of their concept, detailing, overall scheme involving details in 3D walk through/ rendering with the help of adequate and specific details before the Evaluation Committee of the RBI/CPWD
5. The bidder should cover all the parameters in the presentation which is listed for marking in Jury's evaluation sheet.
6. The bidder will also submit one soft copy and three hard copies (in colour printout) of all presentations and concept drawings for his presentation before the jury. These soft and hard copy presentation material shall be property of the department and shall not be returned to the bidder. The bids are liable to be rejected if information is not provided in the desired formats. The RBI/CPWD has right to accept or reject any or all bids without assigning any reason.
7. Evaluation of Technical Bids shall be carried out by the Evaluation Jury formed by the competent authority of the RBI/CPWD. The Technical Bids shall be evaluated by the jury

based on parameters and marking scheme detailed in the table given below. However, Jury shall reserve right to modify parameters or marks for different parameters during evaluation of Technical Bids.

8. Decision of Jury shall be final and binding and no claim whatsoever shall be entertained.
9. Evaluation committee shall evaluate the bids as per the Technical Evaluation Criteria as given her after-

Technical Evaluation criterion

S. No.	Attributes	Max marks	Evaluation			
Technical Bid Part 1 Total marks 200						
1	Experience in similar completed works	60	60 % marks for minimum eligibility. 100 % marks for twice the minimum eligibility criteria or more In between on pro-rata basis			
	Performance on work quality	40	Score			
			Out standing	Very Good	Good	Poor
			40	30	10	0
2	Key personnel to be deployed on the work (Maximum Marks 100)					
	Description	Minimum Desired Number				
i	In house lead graduate architect registered with Council of Architect with 20 years' experience or more	1	20	60 % marks for minimum criterion. 100 % marks for twice the minimum desired number of personnel. In between on pro-rata basis when ever feasible.		
ii	In house graduate architect registered with Council of Architect with 10 years' experience or more	2	20			
iii	Lead structural Engineer with 20 years' experience or more	1	20			
iv	Structural Engineer with 10 years' experience or more	2	15			
v	Electrical Engineer with 20 years' experience or more	1	10			
vi	Firefighting and fire alarm expert with 10 years' experience or more	1	5			
vii	Graduate HVAC expert with 10 years' experience or more	1	5			60 % marks for minimum criterion. 100 % marks for twice the

viii	Graduate Water supply and sanitary expert with 10 years' experience or more	1	2	minimum desired number of personnel. In between on pro-rata basis when ever feasible.
ix	Land scape and Horticulture expert with 10 years' experience or more	1	1	
x	Green building consultant	1	1	
xi	Furniture designer	1	1	
Total Technical Bid part 1 (for eligibility)			200	
Technical Bid Part 2 PRESENTATION OF REPORT (Max. Marks= 300)				
A	Site layout and land utilization, Urban Context, Landscaping & aesthetics and Parking (Max. Marks= 110)			
(i)	Site Layout and land utilization		50	
(ii)	Urban context		30	
(iii)	Landscaping, aesthetics & Parking		30	
B	Concept & Design of buildings (Max. Marks = 150)			
(i)	Concept & Design		50	
(ii)	Light, ventilation & Circulation		50	
(iii)	Uniqueness of the design / signature feature		50	
C	Building efficiency, Services in building and FAR utilization etc (Max Marks= 40)			
(i)	Building efficiency, services in building		25	
(ii)	FAR utilization and future expansion		15	
TOTAL Technical Bid Part -2			300	
Total Technical Evaluation Score (Y)			300	

10. To qualify for opening of financial bid and evaluation then after, the bidder must secure at least sixty percent (60%) mark in each attribute and seventy percent marks (70%) aggregate in technical bid **Part-II**. Total technical evaluation score 'Y' of Technical bid Part-II shall be called technical score (TS) hereafter
11. Financial bids of only those bidders, who qualify as stated will be opened. Final selection of the Consultant will be based on the combined total of their Technical and Financial Scores, with 65% weightage given to technical score and 35% weightage given to financial score.
12. **Opening of Financial Bid**
- 12.1 Along with online submission of eligibility bid, the bidders will submit financial bid quoting fees for the consultancy services without making any condition. The conditional bid shall not be accepted and shall be rejected summarily.
- 12.2 The financial Bids of all the qualified Bidders shall be opened at the notified time, date and place in presence of the qualified Bidders or their representatives who may choose to be present then.

13. FINAL EVALUATION AND SELECTION OF BIDDER AFTER OPENING OF FINANCIAL BID

13.1 In Final evaluation, 65% weightage will be given to the score secured in evaluation of the technical bid and 35% weightage will be given to the financial bid of the technically qualified bidders.

13.2 The financial bids of bidders who score more than 70 marks in technical score (TS) shall ONLY be opened.

The normalized Technical Score shall be calculated as: $ST = 100 \times (TS/TS_{high})$

Where,

TS= Technical score of individual bidder,
TS_{High} = Highest Technical score among all qualifying bidders,
ST= Normalised Technical Score

13.3 **The lowest Financial Bid (FM) will be given a Financial Score (FS) of 100 points. The financial score (FS) of other financial bids given by Bidders will be computed as per the following formula:**

$$FS = 100 \times FM / FO$$

Where,

FM= Lowest Financial Bid among all qualifying bidders,
FO= Financial Bids of other Bidders,
FS= Normalised Financial Score.

The following example clarifies the procedure.

Suppose 3 proposals are opened for Financial Bid and financial proposals are as under-

Proposal	Quoted Cost
A	Rs 120
B	Rs 100
C	Rs 110

Financial Scores of all the qualified Bidders eligible will be calculated in the following manner:

$$\begin{aligned} \text{A: } & 100 \times 100 / 120 = 83 \\ \text{B: } & 100 \times 100 / 100 = 100 \\ \text{C: } & 100 \times 100 / 110 = 91 \end{aligned}$$

The Financial Bid will have 35% weightage in the overall evaluation

Final score shall be worked out as per following formula.

$$\text{Total score (S)} = [ST \times 0.65] + [(FS) \times 0.35]$$

13.4 On the basis of the combined weighted score for Technical Bid and Financial Bid, the qualified Bidder shall be ranked in terms of the total score (S) obtained. The proposal obtaining the highest total score (S) in evaluation of Technical Bid and Financial Bid will be ranked as H-1 followed by the proposals securing lesser marks as H-2, H-3 etc. The proposal ranked H-1 will be declared winner (successful bidder) and invited for negotiations, if required, and shall be recommended for award of contract. Marks calculated shall be rounded off to two decimal places in accordance with rule for rounding off numerical values given in IS 2-1960

13.5 In case more than 1 (One) Bidder has identical highest marks in the overall evaluation then such bidders will be asked to submit sealed revised financial offer in the form of letter

mentioning revised rate but the revised amount of bid quoted should not be higher than the amount quoted at the time of initial submission of bid. The revised marks will be worked out (as per procedure given hereabove) on the basis of revised financial offer given by the Bidders.

- 13.6 The CPWD is not bound to accept any or all the proposals submitted and reserve the right to reject all the proposals without any liability to the bidder(s).
- 14.0 **Award of Work**
- 14.1 The work will be awarded to the bidder, ranked H-1. The successful bidder shall be informed by the Engineer-in-Charge through a letter of acceptance of his offer.
- 14.2 **The consultant shall** communicate to the Engineer-in-Charge on priority after award of work, the names of all the sub consultants to be associated with. The sub- consultants shall be got approved from Executive Engineer (Ahmedabad), CPWD, Gandhinagar.
- 14.3 **The consultant shall** enter into a formal agreement with sub consultants bringing out all the relevant terms of their association vis-à-vis consultant i.e., main architect/consultant.
- 14.4 **The consultant shall** submit to the Engineer-in- Charge for record, all the formal letters of confirmation from the sub consultants to work with the main architect/consultant. The selected applicant is expected to commence the Assignment within 10 (ten) days of issue of letter of award.
- 14.5 Remuneration received as per this contract will be subject to tax deductions at source at the rates applicable at that point of time.
- 14.6 Formal agreement will be drawn by the Executive Engineer (Ahmedabad), CPWD, Gandhinagar.
- 14.7 Department reserves the right to accept any Bid or reject any or all the Bids without assigning any reasons and any liability whatsoever including financial liability. Department also reserves the right to close or cancel the entire process of appointment at any point without assigning any reasons whatsoever and without any liability whatsoever.

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Condition of contract

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<u>CONDITION OF CONTRACT</u>		
Definitions	1.	The Contract means the documents forming the Bid and acceptance thereof and the formal agreement executed between the competent authority on behalf of the President of India and the Consulting firm, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer-in- Charge and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
	2.	In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them: -
	(i)	The expression works or work shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.
	(ii)	The Site shall mean the land/or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.
	(iii)	The Bidder / Consulting firm shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
	(iv)	The President means the President of India and his successors.
	(v)	The Engineer-in-charge means the Engineer Officer from CPWD who shall supervise and be in charge of the work and who shall sign the contract on behalf of the President of India.
	(vi)	Government or Government of India shall mean the President of India.
	(vii)	The terms Director General includes Special / Additional Director General/Chief Engineer/Superintending Engineer
	(viii)	Accepting Authority shall mean the SE/CE/ADG/SDG CPWD,
	(ix)	Excepted Risk are risks due to riots (other than those on account of Consulting firm's employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any acts of Government, damages from aircraft, acts of God, such as earthquake, lightening and unprecedented floods, and other causes over which the consulting firms has no control and accepted as such by the Accepting Authority or causes solely due to use or occupation by Government of the part of the works in respect of which a certificate of completion has been issued.

	(x)	Market Rate shall be the rate as decided by the Engineer-in-Charge on the basis of the cost of materials and manpower involved in the work is to be executed plus 15 (fifteen) percent towards all overheads and profits.
	(xi)	Department/Employer means CPWD which invites Bids on behalf of President of India.
	(xii)	Bid value means the Amount of Contract agreement as stipulated in the letter of award.
	(xiii)	Date of commencement of work: The date of commencement of work shall be 10 th day from the date of issue of letter of acceptance.
	(xiv)	Client – Client means RBI, Ahmedabad or their representative.
	(xv)	Contractor/s- The agency appointed by CPWD for execution of construction works.
	Note	All Designations / Positions as defined above and elsewhere in this bid document may be changed, in future, by orders of Govt. of India which shall be applicable to this contract also.
Scope and Performance	3.	Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.
	4.	The consulting firms shall be furnished, free of cost one certified copy of the contract documents, except CPWD standard specifications, design codes (BIS, IRC and ASTM etc.) and such other printed and published documents, together with all drawings as may be forming part of the Bid papers. None of these documents shall be used for any purpose other than that of this contract.
Works to be carried out	5.	The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all technical expertise manpower, materials, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the assigned works. The descriptions given in the professional fees shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of design calculation, discussions, visits and all other man powers necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good engineering practice and recognized principles as per the direction of Engineer-in-charge.
Sufficiency of Bid	6.	The Consulting firms shall be deemed to have satisfied himself before Biding as to the correctness and sufficiency of his Bid for the works and of the rate quoted in the Schedule of Professional fees, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works.
Discrepancies Adjustment of Errors	7.	The several documents forming the Contact are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scale and special conditions in preference to General Conditions.

	7.1	In the case of discrepancy between Specifications, Design Codes, Drawings, Manufacture Specifications, the following order of preference shall be observed: -
	(i)	Description of Scope of Work in contract document.
	(ii)	Particular Specification and Special Condition, if any, in contract document.
	(iii)	CPWD Specifications and CDO Guidelines
	(iv)	Design Codes (Order of preference - BIS, IRC, ASTM, EV Codes, DIN Codes etc.)
	(v)	Manufacturers Specifications
	(vi)	As per direction of Engineer-in-charge.
	7.2	If there are varying or conflicting provisions made in any one document forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the consulting firms.
	7.3	Any error in description or any omission there from shall not vitiate the Contract or release the Consulting firms from the execution of the whole or any part of the works comprised therein according to codes, specifications, and drawings or from any of his obligations under the contract.
Signing of Contract	8.	The successful Bidder, on acceptance of his Bid by the Accepting Authority, shall, within 15 days from the stipulated date of start of the work, sign the contract consisting of:-
	(i)	The notice inviting Bid, all the documents including drawings, if any, forming the Bid as issued at the time of invitation of Bid and acceptance thereof together with any correspondence leading thereto.
	(ii)	Contract Form.
	(iii)	No payment for the work done will be made unless contract is signed by the consulting firms.
	9	In case the maximum marks obtained as per Section-IV of this bid document by two or more Bidder are same, such Bidders will be asked to submit sealed revised financial offer in the form of letter mentioning amount of Bid including all sub sections/sub heads as the case may be, but the revised amount of bid quoted should not be higher than the amount quoted at the time of submission of Bid. The revised marks will be worked out on the basis of revised financial offers quoted by the bidders. In case any of such Bidders refuses to submit revised financial offer, then it shall be treated as withdrawal of his Bid before acceptance and 50% of earnest money shall be forfeited. If the revised maximum marks of two more Bidders received after revised financial offer is again work out to be equal, the successful bidder, among such Bidders, shall be decided by draw of lots in the presence of CE, Gandhinagar, CPWD, Gandhinagar & Bidders

		who have obtained equal marks of their Bids. In case all the Bidders who have obtained same marks refuse to submit revised offers, then Bids are to be recalled after forfeiting 50% of EMD of each Bidder. Bidder(s), whose earnest money is forfeited because of non-submission of revised offer, shall not be allowed to participate in the re-Bidding process of the work.
	10	The Bidder shall give a list of both gazetted and non-gazetted C.P.W.D. employees related to him.

Term of Reference, Scope of work and Role of consultant

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SCOPE OF WORK

1. Broad scope of the work-

- 1.1. Tentative Plinth area of the building is approximately **8200.00 sqm.** (+/- 5%) This is, however, for rough guidance. The actual area may vary as per requirement during concept formulation stage variations in the area shall be dealt with the coordination in this NIT. Plinth area of the building has same meaning as defined in Annexure II (Page 19) of the Plinth Area Rates 2025 which is available on CPWD website under documents Tab and in the open market as price publication. Guidelines for working out plinth area and other definitions given in the above stated document shall apply verbatim here also. Prospective bidders are expected to have
- 1.2. Preparation of concept plans, preliminary drawings for the proposed building including internal and external services, parking, etc., submission of drawings to local bodies and obtaining their approval, submission of drawings to the user department and obtaining their approval, Preparation of preliminary project report and preliminary estimate on the prescribed format for obtaining Administrative Approval and Expenditure Sanction (A/A & E/S) from the user department.
- 1.3. **The building shall be designed as green building containing prescribed Green features so as to obtain Five Stars on 'GRIHA' Rating system by TERI (The Energy and Resource Institute) or equivalent rating from any other Govt./ Autonomous /Private body framing guidelines and issuing rating of new constructed buildings for energy and environmental performance.**
- 1.4. Preparation of detailed architectural drawings, detailed structural analysis, design and detailing including designing and detailing of MEP services and supply of GFC drawings.
- 1.5. Preparation of landscaping details, layout of Furniture & Furnishing as per requirement of RBI authorities, detailed project report etc
- 1.6. **Tender documents for Furniture & Furnishing.** Consultant shall prepare and supply all the **GFC** drawings, inverted ceiling plan including structural drawings duly proof checked from reputed government institutes like **IITs and NITs or any institute approved by Engineer in charge.** The Consultant shall remain associated till completion of the project and obtain completion and building use certificate from the concerned local body.
- 1.7. The consultant shall maintain constant and regular interaction with CPWD/RBI and structural/ services proof consultants for formulating the design philosophy and parameters, preparation of preliminary designs/working drawings/ specifications etc.
- 1.8. Only Geotechnical data will be made available to the consultant. Any other details regarding the existing services and /or verification of the topographical plan and sub soil data in view of any observed deficiency and /or discrepancies and /or and other constraints existing in and around the site will be the responsibility of the consultant. Any additional details required for preparation of master plan, shall be arranged/ worked out by the consultant at their cost.
- 1.9. The consultant shall prepare the bid documents for call of tenders for execution of work in suitable packages. The Detailed Estimate showing details of measurement, BOQ, draft tender document, analysis of rates, specifications etc. shall have to be prepared and submitted by the consultant to the Engineer-in-Charge, CPWD for formal approval. three copies of approved tender documents shall be submitted along with soft copies.
- 1.10. The services of the consultant shall be available during execution phase also. All necessary modification/ corrections shall have to be carried out by the consultant as

and when the need arise. These revisions shall not be payable & it is deemed inclusive in the rates of bidder.

- 1.11. The Consultant and the Sub-Consultant may also visit the ongoing works during execution stage to ensure that the works are being executed as per approved scheme of the Consultants. Rendering advice during this phase also shall be responsibility of the Consultant. Lead Architect, sub-Consultants shall attend project review meeting as desired by CPWD/RBI.
- 1.12. To assist the department regarding the sequence and methodology of construction.
- 1.13. The consultant shall also assist the department in making presentation. Necessary presentation materials shall be provided by the consultant.
- 1.14. The consultant shall take all necessary statutory approval of 'Completion Plan' from all local authorities, Environmental Clearances (if any) etc. for occupation of the buildings after completion of construction works. Preparation of all submission drawings/materials and models for these approvals will be responsibility of the consultant.

2.0 Broad Role of the consultant

- 2.1 Interaction with designated authority of the user department and assess the exact and functional requirement for preparation of concept and comprehensive design for the proposed building.
- 2.2 Preparation of Layout Plan showing proposed building. Six sets of drawings and one soft copy of the drawings in scale 1:200 shall be supplied to the CPWD.
- 2.3 Creation of Parking space, landscape design and bulk services systems in the premises.
- 2.4 Submission of 3D walk-through and blow up to substantiate the conceptual design and presentation before CPWD and the user department along with a model in scale 1:200.
- 2.5 Preparation of preliminary design and drawings for the proposed buildings as Green-Building (compliant to 5 Star Rating) including internal services, parking, external services, landscaping etc., obtain approval of the user department and submit drawings to the local bodies and obtain their approval.
- 2.6 Preparation of preliminary estimate on the basis of approved area supported with details of rates adopted. Preliminary Estimate shall be based on CPWD guidelines for framing preliminary estimate, CPWD DPAR 2021 and market rates for non-scheduled items.
- 2.7 Preparation of detailed estimate of all the components (Civil, electrical and Horticulture) based on Latest CPWD Delhi Schedule of Rates (DSR) in the prescribed format. The Detailed Estimate showing details of measurement, BOQ, draft tender document, analysis of rates, specifications etc. shall have to be prepared and submitted by the consultant to the Engineer-in-Charge, CPWD for formal approval. Six copies of approved tender documents shall be submitted along with soft copies.
- 2.8 Obtain approvals and clearances of building plans from all local authorities.
- 2.9 The consultant shall prepare scheme of demolition of existing building and, if required, obtain approval of demolition of existing building from local authorities concerned.

3.0 Architectural Planning and design

- 3.1 The consultant shall carry out site evaluation and interact with CPWD and RBI to assess the exact requirement and propose various options for layout and elevation of the proposed building.

- 3.2 Preparation of Floor plans
 - 3.3 Preparation of Elevations and Sections, & 3d walkthrough.
 - 3.4 Planning of all civil and electrical services.
 - 3.5 Preparation of Model(s) to scale 1:200.
 - 3.6 Preparation of all the Typical details.
 - 3.7 Preparation of Data sheet showing Room as well as floor wise finishing, flooring and Door window, and other Inventory schedule.
 - 3.8 Preparation of Technical Specification for civil works, electrical works, services, equipment's, furniture, furnishing etc. for all items.
 - 3.9 Preparation of detailed interior design containing Room wise Equipment, furniture layout, furnishing etc.
- 4.0 Structural Planning and Design**
- 4.1 Framing and preparation of structural system.
 - 4.2 Structural analysis and design as per provisions contained in the latest and updated edition of all the relevant IS codes and submission of design calculations in hard as well as soft copies. Dynamic analysis shall be performed on latest version of STAAD PRO model. Dynamic analysis, if required, shall be performed by Response Spectrum method using the design spectrum specified under relevant clause of IS code 1893 (Latest and updated edition). RC building frame system shall be designed to have a ductile failure and shall comply with the requirements given in IS 4326 and IS 13920. In the buildings with Dual frame system, the RC frame as well as the shear walls shall be designed and detailed to provide ductile behavior and comply with the requirements given in IS 4326 and IS 13920.
 - 4.3 Proof Checking of the Structural Drawings shall be carried out from Reputed Government Engineering Institutes like IITs, NIT as approved by the Engineer-in-charge. **The fee for proof checking shall be borne by the Department. But submission of drawings, liaison & meetings with concerned officials shall be in the scope of bidder.**
 - 4.4 Submission of design calculations in hard as well as soft copy
 - 4.5 Preparation and supply of detailed GFC structural drawings.
- 5.0 Approval From local Authorities**
- 5.1 The consultant shall Prepare and submit Drawings/plans and other necessary documents to local authorities and obtain all the statutory approval therefrom.
- 6.0 Services and Miscellaneous works**
- 6.1 External Bulk services with schematic planning and design like water supply, sewerage system, STP, storm water drains, Gates, underground parking, underground water tanks,, roads, paths, horticulture, disabled friendly corridors, signage, Landscape as per green area norms, Interior Automatic Fire Alarm System, wet risers, fire Sensing system, Sprinklers, LAN, EPABX, Solar PB System, as per norms HVAC,CCTV, access control system, UPS, Point wiring, Projector & Multimedia, IT(Server, PC etc.),Lifts, Electric Sub Station and DG Sets and load factor / DG Set specifications.
 - 6.2 The required internal and external services have to be planned with economical cost, minimum maintenance and lowest consumption of energy, water & electricity.

- 6.3** Preparation of combined and integrated drawing of all services. (For internal & external services separately). For services being laid in false ceiling, an integrated plan of all services will also be prepared to avoid interference from each other.

7.0 Soil Investigation

- 7.1** Soil investigation of the land under reference shall be got done by the CPWD for which location of the required number of bore holes, its location duly marked on the drawings and requirement of data shall be submitted by the consultant. Report of such sub-soil investigation shall be made available to the successful bidder after completion of the work of sub-soil investigation. In case the consultant wishes to collect additional/more information/details pertaining to sub-soil conditions for designing of foundation system, he shall be free to collect such information at its own cost and nothing extra shall be payable on this account.

8.0 Tendering

- 8.1** The consultant shall prepare the bid documents along with schedule of quantities, specifications, and special conditions etc. for call of tenders for execution of work in suitable packages which will be decided in consultation with the Department. The document shall be prepared by consultant to the satisfaction of the Department/RBI to ensure transparent and competitive bidding as per the latest CPWD guidelines.

9.0 CONSTRUCTION STAGE

- 9.1** The consultant shall submit 7 Colour print copies of 'Good For Construction' Architectural drawings, all the services drawings like water supply, sanitary design, sewerage system, rainwater drainage, landscaping, electrical & mechanical services drawings, sketches, specifications and details in A1 size (including soft copy in AutoCAD and PDF format) that may be required for proper execution of the work.
- 9.2** The consultant shall submit 5 Colour print copies of 'Good For Construction' structural drawings and all the details that may be required to execute the work in sound and professional manner in A1 size (including soft copy in AutoCAD and PDF format).
- 9.3** Periodical visit to site as and when required by the Engineer-in-Charge.
- 9.4** Advise Engineer-in-Charge for the work as and when required. The Consultant shall offer interpretation of drawings, specifications, clarify any decision given by the Engineer-in-charge to the construction agency, attend meetings to ensure that the project proceeds in accordance with the design and keep the Engineer-in-charge informed.
- 9.5** Advise Engineer-in-Charge on changes, if necessary, for technical reasons.
- 9.6** Obtain necessary approval/NOC for water supply, Electricity, Fire, Aviation etc., as required from the local body like fire department, Municipality etc., at various stages of work as and when required on behalf of client Dept.
- 9.7** Obtain final building completion certificates and Building use certificates from all the local authorities / statutory authorities and obtain refund of deposit, if any, made by the department to such authorities. The consultant shall also be responsible for obtaining any other such approval, statutory or otherwise, which may be necessary for the completion of the project, and various services of the building in all respect. The consultant shall submit six sets as build drawings including services drawings to Engineer-in charge in A1 size and in soft copy in AutoCAD/PDF.

10.0 General

- 10.1** The scope of work described here above provides, in general, the work content but it is not exhaustive. There may be several incidental works, which are not mentioned herein but will be necessary to complete the work in all respects. All such incidental works and cost thereof which are not mentioned herein but are necessary to complete the work shall be deemed to have been included in the rate quoted by the consultant. Nothing extra shall be payable beyond the rate quoted by the consultant.
- 10.2** The employer, however, reserves the right to exclude any of the above-mentioned services from the scope of the consultant's work. In case of withdrawal of any services from the scope of consultant's work at later stage, the consultant shall be paid for the work done by him up to the date of withdrawal of such item/item of work and services
- 10.3** The documentation required to obtain green building rating shall be responsibility of consultant. The consultant will establish liaison with the contractor and obtain necessary details. All the arrangements for GRIHA team visits & any expenditure on it shall be borne by the consultant. Nothing extra shall be paid on this account.
- 10.4** Minimum Six sets of all approved drawings and two set of soft copies (**auto cad file shall also be supplied by consultant if required by Engineer in charge**) of the same will be furnished by the Consultant free of cost. However, in case additional sets of drawings in hard copy are essentially required by the Employer/Client, the same shall also be provided free of cost and nothing extra shall be payable on this account.
- 10.5** The consultant shall maintain constant and regular interaction with the department, RBI and structural / services proof consultants for formulating the design philosophy and parameters, preparation of preliminary designs/working drawings/ specifications etc.
- 10.6** The Consultant and the Sub-Consultants will visit the works during execution stage along with the field staff and render advise to the Engineer-in-Charge to ensure that the works are being executed as per approved architectural scheme provided by the Consultants.
- 10.7** The Consultant shall co-ordinate with the department and attends meetings with the department as and when required including meeting with the RBI and bidders for construction.
- 10.8** The consultant shall also assist the department in making presentation and necessary presentation materials shall be provided by the consultant.
- 10.9** The Consultant shall assist the department regarding the sequence and methodology of construction.

11.0 Ownership of the documents, design and drawings

- 11.1** All copyright and other proprietary rights in the Consultancy works under this contract shall vest and stand assigned to the CPWD (the department). The department shall consequently own, absolutely and exclusively on a worldwide basis, the whole of property rights, title and interest including all copyright in the works, present or future, vested or contingent, generally and without limitation, for the whole term of the copyright, including the right to modify and/or make any alterations to the works and all the above rights shall not lapse even if such rights are not exercised by Department during the term of the copyright and the Consultant shall be required/obliged to execute any deeds/documents, as may be required or considered necessary, by Department to give effect to and secure

the abovementioned rights of Department in the Works. For the purpose of this clause, the term "Works" shall include all "works" covered by the copyright Act 1957 including the design or documents prepared by the Consultant at the inception of, during the course of and until the completion of the Project and also includes any work created directly or indirectly in the performance of the obligations of the Consultant in connection with the Project.

- 11.2** The Consultant shall not use or allow anyone to use these drawings, designs, documents and software during and after the execution of this contract without the prior written permission of Department and any such act without the permission of Department shall constitute violation of Intellectual Property Rights.
- 11.3** Even in the event of stoppage / cancellation of the selection process, all documents /designs/ drawings submitted by the Bidders to Department on or before the cancellation of the selection process shall become the property of Department and the Bidders shall have no claim on such documents/design.

SUMMARY OF ACTIVITIES UNDER THE SCOPE OF BIDDER

Design, preparation of drawings, specifications, details & obtaining approval of relevant authorities for items: -

- Programme chart/Team Details/ Associate Agencies Approval.
- Conceptual Drawings, Elevation, Layout & 3D Views.
- Layout Plans of all floors, Area Statements, Specification Sheet, & On boarding of Green Building Consultant & structural consultant
- Preliminary Project Report, Preliminary Estimate.
- Preliminary Structural Framing, Design Basis Report and Foundation System.
- Submission of Local Body Drawings and obtaining approval of local body.
- Detailed Architectural Drawings, 3D views, Services Drawings, 3D Model, Furniture Layouts.
- Complete Structural Design Submission to Proof check agency as approved.
- Submission of Detailed Estimate including details of measurement, Analysis of Rate, Tender Drawings, Specifications, Draft Tender Documents and Submission of final tender documents for call of tender.
- Furnishing of material samples for approvals
- Issue of GFC Drawings for all elements and components of building and services (water supply, drainage sanitary & E&M).
- Vetted Structural drawings GFC including all detailing
- Ventilation systems for basement
- Waterproofing Details.
- Masonry and partitions drawing.
- Design of structural steel frames etc
- Flooring Details.
- Building to be designed as per accessibility norms of CPWD
- Toilet details.
- False Ceiling Drawings.
- Door and Window schedule including all fixtures.
- Plumbing and Sanitary Design and Drawings.
- Water Supply and Drainage Design.
- Storm water drainage design and disposal.
- E&M services such as firefighting, fire alarm, HVAC design, substation design, DG set
- Murals, sculptures, art work.
- Landscaping with horticulture works.
- Signage.
- Lighting protection.

- Compound wall.
- Solar PV design.
- Access control, Building management system, CCTV Design.
- Security Establishment design such as entry, egress and evacuation plan, X-Ray scanning, Boom barriers.
- LAN, Data Networking, EPABX design
- State of art conference room, meeting room with acoustical design.
- Waste management system.
- Dumb waiter.
- Interior furnishing.
- Pantry/ kitchen
- parking design
- Elevation design, façade scheme.
- Furniture space layout and color shades.
- Obtaining green building certification 5 star or equivalent
- All local body approvals to make the building functional & occupied.

The above list is indicative and not exhaustive, any activity which shall be required to complete the assignment as per the intended purpose shall be deemed inclusive in the scope of work.

Clauses of contract and Additional Conditions

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CLAUSES OF CONTRACT

1. Performance Guarantee

The Bidder shall submit an irrevocable **Performance Guarantee** as mentioned below :

- a) 5% of tendered value or Estimated cost put to tender (ECPT) (whichever is higher).
- b) Where the tendered amount is less than eighty percent (80%) of the Estimated Cost Put to Tender (ECPT), the Performance Guarantee, in addition to the requirement under (a) above, shall be increased by an amount equal to the difference between eighty percent (80%) of the ECPT and the tendered amount.

The Bidder shall submit the **Performance Guarantee** in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within **7 days** from the date of issue of letter of acceptance. This period can be further extended by the Engineer-in-Charge up to a maximum period of **3 days** on written request of the Bidder stating the reason for delays in procuring the Performance Guarantee, to the satisfaction of the Engineer- in-Charge on demand furnish additional security to the Government to make good the deficit. **This guarantee shall be in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt or Bank Guarantee from any of the Commercial Banks in accordance with the prescribed form.** In case the Consultant fails to deposit the said performance guarantee within the period as indicated in indicated above, including the extended period if any. The Earnest Money deposited by the Consultant shall be forfeited automatically without any notice to the Consultant. The earnest money deposited along with bid shall be returned after receiving the aforesaid performance guarantee. The Performance Guarantee shall be initially valid for at least two months beyond the completion date. In case the time for completion of work gets enlarged, the Bidder shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the Bidder, without any interest.

The Engineer-in-Charge shall not make a claim under the performance guarantee except for amounts to which the President of India is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:

- (a) Failure by the Bidder to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer-in-Charge may claim the full amount of the Performance Guarantee.
- (b) Failure by the Bidder to pay President of India any amount due, either as agreed by the Bidder or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by Engineer-in-Charge.
- (c) Failure to execute any subcomponent of the contract work.

In the event of the contract being determined or rescinded under provision of any of the Clause/Condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the President of India.

Release of Performance Guarantee

The performance guarantee shall be released without any interest after completion of the project and submission of Building use certificate from the local authorities.

2. Recovery of Security Deposit

The person/persons whose Bid(s) may be accepted (hereinafter called the Bidder) shall permit Government at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 2.50% of the gross amount of each running and final bill till the sum deducted, will amount to security deposit of 2.50% of the Bided value of the work. Such deductions will be made and held by the Government by way of Security Deposit unless he/they has/have deposited the amount of Security at the rate mentioned above in cash or in the form of Government Securities or fixed deposit receipts. In case a fixed deposit receipt of any Bank is furnished by the Bidder to the Government as part of the security deposit and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the Bidder and the Bidder shall forthwith on demand furnish additional security to the Government to make good the deficit.

All compensations or the other sums of money payable by the Bidder under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising there from, or from any sums which may be due to or may become due to the Bidder by Government on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions or sale as aforesaid, the Bidder shall within 10 days make good in cash or fixed deposit receipt Bided by the State Bank of India or by Scheduled Banks or Government Securities (if deposited for more than 12 months) endorsed in favour of the Engineer-in-Charge, any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof.

The security deposit shall be collected from the running bills of the Bidder at the rates mentioned above.

The security deposit as deducted above can be released against bank guarantee issued by a scheduled bank, on its accumulations to a minimum of Rs. 5.00 lac subject to the condition that amount of such bank guarantee, except last one, shall not be less than Rs. 5.00 lac. Provided further that the validity of bank guarantee including the one given against the earnest money shall be in conformity with provisions contained in various classes and which shall be extended from time to time depending upon extension of contract granted under provisions of clauses of the contract.

Note-1: Government papers Bided as security will be taken at 5% (five per cent) below its market price or at its face value, whichever is less. The market price of Government paper would be ascertained by the Engineer - in - Charge / Divisional Officer at the time of collection of interest and the amount of interest to the extent of deficiency in value of the Government paper will be withheld if necessary.

Note-2: Government Securities will include all forms of Securities mentioned in Rule No. 274 of the G.F. Rules except fidelity bond. This will be subject to the observance of the condition mentioned under the rule against each form of security.

Note-3: Note 1 & 2 above shall be applicable for Performance Guarantee and Recovery of security Deposit

Release of Security Deposit

The corresponding security deposit amount shall be released 6 months (Six months) after recording of completion certificate for stage-I and stage-II of this contract respectively

3. When Contract can be Determined

Subject to other provisions contained in this clause, the Engineer-in-Charge may, without prejudice to his any other rights or remedy against the consultant in respect of any delay, inferior work, any claims for damages and/or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases:

- i. If the consultant having been given by the Engineer-in-Charge a notice in writing or that the work is being performed in an inefficient or otherwise improper or unworkman like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.
- ii. If the consultant has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence and continues to do so after a notice in writing of seven days from the Engineer-in-Charge.
- iii. If the consultant fails to complete the work or section of work with individual date of completion on or before the stipulated or justified extended date, on or before such date completion; and the Engineer in Charge without any prejudice to any other right or remedy under any other provision in the contract has given further reasonable time in a notice given in writing in that behalf as either mutually agreed or in absence of such mutual agreement by his own assessment making such time essence of contract and in the opinion of Engineer-in-Charge the Consultant will be unable to complete the same or does not complete the same within the period specified.
- iv. If the consultant persistently neglects to carry out his obligations under the contract and/ or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer- in-Charge.
- v. If the consultant shall offer or give or agree to give to any person in Government service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for Government.
- vi. If the consultant shall enter into a contract with Government in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Engineer-in-Charge.
- vii. If the consultant had secured a contract with Government as a result of wrong Bidding or other non- bonafide methods of competitive Bidding or commits breach of integrity agreement.
- viii. If the consultant being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction)

Insertion: Nil Correction : Nil Omission : Nil

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under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors.

- ix. If the consultant being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
- x. If the consultant assigns, (excluding part(s) of work assigned to other agency(s) by the Consultant as per terms of contract) transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Engineer-in-Charge. When the consultant has made himself liable for action under any of the cases aforesaid, the Engineer-in-Charge on behalf of the President of India shall have powers:
- (a) To determine the contract as aforesaid so far as performance of work by the Consultant is concerned (of which determination notice in writing to the consultant under the hand of the Engineer-in-Charge shall be conclusive evidence). Upon such determination, the earnest money deposit, Security Deposit already recovered and Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the Government.
- (b) After giving notice to the consultant to measure up the work of the consultant and to take such whole, or the balance or part thereof, as shall be un-executed out of his hands and to give it to another consultant to complete the work. The consultant, whose contract is determined as above, shall not be allowed to participate in the Bidding process for the balance work.

In the event of above courses being adopted by the Engineer-in-Charge, the consultant shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid, the consultant shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Engineer-in-Charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

In case, the work cannot be started due to reasons not within the control of the consultant within 1/8th of the stipulated time for completion of work or one month whichever is higher, either party may close the contract by giving notice to the other party stating the reasons. In such eventuality, the Performance Guarantee of the consultant shall be refunded within following time limit.

- (i) If the Tendered value of work is up to Rs.45 Lac : 15 days.
- (ii) If the Tendered value of work is more than 45 lac and up to Rs.2.5 Crore: 21 days.
- (iii) If the Tendered value of work exceeds Rs.2.5 Crore : 30 days.

Neither party shall claim any compensation for such eventuality. This clause is not applicable for any breach of the contract by either party.

4. Time and Extension for Delay: -

The time allowed for execution of the Works as specified in NIT or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the works shall commence from date of start as specified in bid document. If the consultant commits default in commencing the execution of the work as aforesaid, the performance guarantee shall be forfeited by the Engineer in Charge and shall be absolutely at the disposal of the Government without prejudice to any other right or remedy available in law.

If the work(s) be delayed by: -

- a. force majeure, or
- b. Serious loss or damage by fire, or
- c. Civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or
- d. delay on the part of other agencies engaged by Engineer-in-Charge in executing work not forming part of the Contract, or
- e. any other cause like above which, in the reasoned opinion of the Engineer-in-Charge is beyond the Bidder's control.

then upon the happening of any event causing delay, the Consultant shall immediately give notice thereof in writing to the Engineer-in-Charge for entry in the hindrance register (physical or web – based) but shall nevertheless use constantly his best endeavor to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the works. The consultant shall have no claim of damages for extension of time granted or rescheduling of time schedule of Consultancy work for event listed in this sub clause.

Request for extension of time, to be eligible for consideration, shall be made by the consultant in writing within fourteen days of the happening of the event causing delay on the prescribed form to the Executive Engineer (Ahmedabad), CPWD, Gandhinagar. The consultant may also, if practicable, indicate in such a request the period for which extension is desired.

In any such case the authority i.e. CE, Gandhinagar may give a fair and reasonable extension of time and reschedule the "time schedule for consultancy works" for completion of work. Such extension or re-scheduling of "time schedule for consultancy works" shall be communicated to the consultant by the authority in writing, within 4 weeks of the date of receipt of such request. In event of non application by the bidder for extension of time Engineer in Charge after affording opportunity to the Consultant, may give, supported with a programme, a fair and reasonable extension with a reasonable period of occurrence of the event.

5. Compensation for Delay

If the consultant fails to maintain the required progress to complete in terms of time schedule for consultancy work or justified extended date of completion, he shall, without

prejudice to any other right or remedy available under the law to the Government on account of such breach, pay as compensation the amount calculated @ 0.75 % of accepted tendered value per month of delay to be computed on per day basis as decided by the Chief Engineer, CPWD, Gandhinagar on the amount of Bided value of the work for every completed day/month (as determined) that the progress remains below that specified in the table of Time Schedule for consultancy work or that the work remains incomplete. **This will also apply to items or group of items for which separate period of completion is specified in the Time Schedule for consultancy work.**

Provided always that the total amount of compensation for delay to be paid under this Condition shall not exceed 5% of the Bid amount of work or of the Bid amount of the item or group of items of work for which a separate period of completion is originally given. The amount of compensation may be adjusted or set-off against any sum payable to the consultant under this or any other contract with the Government.

6. Time Schedule For Consultancy Work

Time schedule and mile stone of the work been given in chapter 7 shall be followed

The date of commencement of work will be considered on 10th day after the issue of Letter of Acceptance to the consultant. Please note that all the details required drawings and details as per the scope of work shall be provided by the consultant within 16 weeks only. However, the above milestones may be revised by the Chief Engineer, CPWD, Gandhinagar considering requirement of works and hindrances, if any, in achieving the above milestones.

7. Foreclosure of Agreement:

If at any time after acceptance of the bid or during the progress of work, the purpose or object for which the work is being done change due to any supervening cause and as a result of which the work has to be abandoned or reduce in scope, the Engineer-in-Charge shall give notice in writing to that effect to the consultant stating the decision as well as the cause for such decision and the Consultant shall act accordingly in the matter. The Consultant shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but did not drive in consequence of the foreclosure of the whole or part of the works. In such circumstances the consultant shall be paid at contract rates, full amount for works carried out by him. The quantum of work executed till date shall be derived by the Engineer-in-Charge on the basis of submission made by the consultant and it shall be binding on the consultant. The security deposit and the performance guarantee of the consultant shall be refunded, but no payment on account of interest, loss of profit or damages etc. shall be payable at all and the Engineer - In-Charge shall be at liberty to make full use of all or any of the drawings, designs or other documents prepared by the Consultant.

8. Force Majeure

In the event, that either party is prevented, wholly or a part by any force majeure cause, as defined hereinafter from performing or accepting performance by the other party under the agreement, its agreed that either party shall have the right to terminate the agreement immediately upon giving notice and full particulars of such act of force major in writing to

the other party as soon as possible after the cause relied on and in such an event the consultant shall be entitled to the amounts due to it as on the date, under this agreement. Force Major is herein defined as:

Any cause which is beyond the reasonable control of the consultant or department. Natural phenomenon including but not limited to weather conditions (excluding monsoon), fire explosion, floods, drought, earthquakes and epidemics.

Acts of any government authority, domestic or foreign, including but not limited to war declared or undeclared, priorities, guarantees, embargoes, licensing controls or production or distribution restrictions.

Strikes lockout and shortages. Sabotage, riots, civil commotion, invasion and insurrection.

9. Settlement of Disputes & Arbitration

Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, design, drawings and instructions here-in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the work or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:

- (i) **Conciliation:** If the Consultant considers any work demanded of him to be outside the requirements of the contract, or disputes any drawing, record or decision given in writing by the Engineer-in-Charge; or if the Engineer-in-Charge considers any act or decision of the Consultant on any matter in connection with or arising out of the contract or carrying out of the work to be unacceptable and disputed; such party may promptly refer such disputes and amount claimed for each dispute to the Conciliator (Special Director General or the Additional Director General concerned with the work, as applicable) in the proforma prescribed in this document, under intimation to the other party. The Conciliator may then request each party to submit to him a brief written statement describing the disputes and the points at issue. Each party shall send a copy of such statement to the other party. At any stage of the conciliation proceedings, the Conciliator may request a party to submit to him such additional information as he deems appropriate. When it appears to the Conciliator that there exist elements of a settlement which may be acceptable to the parties, he shall formulate the terms of a possible settlement and submit them to the parties for their observations. After receiving the observations of the parties, he may re-formulate the terms of a possible settlement in the light of such observations. If the parties reach agreement on a settlement of the disputes, they may draw up and sign a written settlement agreement on non-judicial stamp paper as per Stamp Act. The Conciliator shall authenticate the settlement agreement and furnish a copy thereof to each party. The termination of conciliation proceedings shall be in accordance with Section 76 of The Arbitration and Conciliation Act, 1996. No party shall be represented

before the said Conciliator by an advocate or legal counsel. The conciliation proceedings shall be completed within 45 days from the receipt of reference. This time may be enlarged by 15 days by the Conciliator. The conciliation proceedings shall be deemed to have been terminated at the end of 60 days from the receipt of reference.

(ii) Arbitration: If the aforesaid conciliation proceedings fail or the Conciliator fails to give proposal for settlement within the aforesaid period, either party may promptly give notice in the proforma prescribed in Appendix XVIII, under intimation to the other party, to the Chief Engineer or the Superintending Engineer concerned with the work (as applicable), hereinafter referred to as the Arbitrator Appointing Authority as indicated in Schedule F, for appointment of Arbitrator. However, a party may seek appointment of Arbitrator without taking recourse to the process of conciliation mentioned in sub-clause 25.1 above. In the event of either party giving a notice to the Arbitrator Appointing Authority for appointment of Arbitrator, the said Authority shall appoint Arbitrator as per the procedure given below and refer such disputes to arbitration.

- a) **Number of Arbitrators:** If the contract amount is less than Rs.100 crore, the disputes may be referred for adjudication by a sole Arbitrator. If the contract amount is Rs.100 crore or more, the disputes may be referred to an Arbitral Tribunal of three Arbitrators.
- b) **Qualification of Arbitrators:** It is a term of this contract that each member of the Arbitral Tribunal shall be Graduate Engineer with experience in execution of public works engineering contracts, and he should have worked earlier at a level not lower than the Chief Engineer (equivalent to level of Joint Secretary to the Government of India).

The aforesaid educational qualification and work experience shall be mandatory for appointment as Arbitrator.

The age of Arbitrator at the time of appointment shall not exceed 75 years. An Arbitrator may be appointed notwithstanding the total number of active arbitration cases with him.

- c) **Parties to select Arbitrator:** Based on the criteria specified above, a list of empanelled Arbitrators has been prepared in CPWD, and the parties shall have option to select an Arbitrator from the list sent to them.

(iii) Appointment of Sole Arbitrator: The parties may opt for appointment of the Arbitrator of the Ministry of Housing and Urban Affairs. In such cases, the party seeking arbitration has to submit an express agreement in writing as per Appendix XIX towards waiver of Section 12(5) of the Arbitration and Conciliation Act, 1996 along with the notice for appointment of Arbitrator in the proforma prescribed in in this document, under intimation to the other party. The Arbitrator Appointing Authority shall, within 30 days of receipt of the said notice, appoint Arbitrator of the Ministry of Housing and Urban Affairs as Arbitrator in the matter, provided the other party also submits waiver of Section 12(5), ibid in Appendix XIX within 7 days of the receipt of the said notice.

Where any one of the parties does not opt for the Arbitrator of the Ministry of Housing and Urban Affairs, or does not submit the waiver agreement, the Arbitrator Appointing Authority shall propose five Arbitrators from the list of CPWD Empanelled Arbitrators to the party seeking arbitration under intimation to the other party within 15 days of receiving the notice. The party seeking arbitration shall give his choice for one of them within 15 days of receiving the list, and the Arbitrator Appointing Authority shall appoint the chosen person as the Sole Arbitrator within 15 days of the receipt of choice.

It is a term of this arbitration agreement that if the parties fail to select, within the period prescribed above, an Arbitrator of their choice from the list of CPWD Empanelled Arbitrators forwarded to them, the Arbitrator Appointing Authority shall himself select and appoint Arbitrator from the said list.

- (iv) Appointment of Arbitral Tribunal of three Arbitrators:** The Arbitrator Appointing Authority shall prepare two separate lists of five Arbitrators each from the list of CPWD Empanelled Arbitrators, and send one to the party seeking arbitration and other to the responding party, within 15 days of the receipt of notice. The parties will then choose any one Arbitrator from the list provided to them within 15 days of receipt of the list. The Arbitrator Appointing Authority shall then appoint those chosen by the respective parties as Arbitrators and also a third Arbitrator from the list of CPWD Empanelled Arbitrators to act as presiding Arbitrator, within 15 days of receipt of choice from the parties.

It is a term of this arbitration agreement that if the parties fail to select, within the period prescribed above, an Arbitrator of their choice from the list of CPWD Empanelled Arbitrators forwarded to them, the Arbitrator Appointing Authority shall himself select and appoint Arbitrator from the said list.

- (v) Applicable Law:** The provisions of the Arbitration and Conciliation Act, 1996 (Act 26 of 1996) and any further statutory modification or re-enactment thereof shall be applicable. Further, the fast-track procedure for arbitration contained in Section 29B of the said Act shall apply.
- (vi) Fee payable to Arbitrator(s):** The fee payable to the arbitral tribunal shall be as per CPWD OM No.2/2006/SE(TLC)/CSQ/137 dated 19.11.2019 (or latest amendment), and shall be shared equally by the parties.
- (vii) Place of Arbitration:** The venue of the arbitration shall be such place as may be fixed by the Arbitral Tribunal in consultation with the parties. Failing any such agreement, then the Arbitral tribunal shall decide the venue.
- (viii) Terms of reference:** The Arbitral Tribunal shall adjudicate on only such disputes as are referred to it by the Arbitrator Appointing Authority and give separate award against each dispute referred to him and shall give reasons for the award in all cases where the total amount of the claim by any party exceeds Rs.1,00,000.

- (ix) Interest on Arbitration award:** It is also a term of this arbitration agreement that where the Arbitral award against any dispute is for the payment of money, no pre-suit and pendent elite interest shall be payable on any part of the Arbitral award.

10 Bidder to indemnify Govt. against Patent Rights: -

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

11 Levy/taxes payable by Consultant:-

- (i) GST, Income tax, Building and other Construction Workers Welfare Cess or any other tax or Cess in respect of inputs for or output by this contract shall be payable by the consultant and Government shall not entertain any claim whatsoever in this respect. GST shall not be reimbursed to the consultant.
- (ii) If pursuant to or under any law, notification or order any royalty, cess or the like becomes payable by the Government of India and does not any time become payable by the Bidder to the State Government, Local authorities in respect of any material used by the consultant in the works, then in such a case, it shall be lawful to the Government of India and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from dues of the consultant.
- (iii) All tendered rates shall be inclusive of any tax, levy or cess applicable on last stipulated date of receipt of tender including extension if any. No adjustment i.e. increase or decrease shall be made for any variation in the rate of GST or any tax, levy or cess applicable on inputs.

However, effect of variation in rates of GST or imposition or repeal of any other tax, levy or cess applicable on output of contract shall be adjusted on either side, increase or decrease.

Provided further that for any tax (other than GST), levy or cess varied or imposed after the last date of receipt of tender including extension if any, any increase shall be reimbursed to the contractor only if the contractor necessarily and properly pays such increased amount of taxes/levies/cess.

Provided further that such increase including GST shall not be made in the extended period of contract for which the contractor alone is responsible for delay as determined by authority for extension of time

12. Number of documents and copy right

Copies of all the documents /drawings, designs, reports and any other details envisaged under this agreement shall be supplied (as per Scope of Work). All drawings as required for submission to all the local bodies and other authorities shall be submitted as per the requirement of local body. **Copies** of all the final drawings shall be submitted to the Engineer-in-Charge along with a soft copy in CD/Pen drive for reproducing it in A-3 or large size. If there is any revision in any drawing/document for any reason, copies of drawing/document shall be re-issued along with soft copy in CD/pen drive without **any extra charges**. All these drawings will become the property of the Engineer-in-Charge. The Engineer-in-Charge may use these drawings in part or full in any other work without any notice to the consultant and without any financial claim of the consultant.

12.2. **Issue of detailed working drawing/Modifications:** - The consultant will submit detailed working drawings as described in Scope of work.

These drawings should be on suitable duly marked good for construction and signed by the architect for taking up the work during execution. Any discrepancy pointed out by the Engineer-in-Charge with regard to mismatch between architectural drawings and structural and other drawings shall be set right by the consultant and fresh drawings or Part of drawings shall be issued by the consultant incorporating such correction/modifications and nothing extra shall be paid on this account.

12.3 The drawings cannot be issued to any other person, firm or authority or used by the Consultant for any other project. No copies of any drawings or documents shall be issued to anyone except the Engineer-in-Charge and / or his authorized representative.

13. Responsibility of accuracy of project proposal

The consultant shall be responsible for accuracy of the data collected and the designs, drawings and construction drawings, specification prepared by him as a part of the project. He shall indemnify the department through a performance guarantee against any action arising out of such inaccuracies in the work, which might surface at any time at a later date of implementation of the project.

14. Variation Clause

Department shall have the right to request Consultant, in writing, to make any changes modifications, and/or additions to Consultant's Scope of Work as defined in the document. Consultant shall on such written requests carry out the consequential work on account of such changes/modifications or addendums etc. without any additional payment from Department. **However, in case any additional facilities are required to be created beyond the Fitness of Purpose of the facilities and scope of the work as defined in this document, then additional fee shall be paid to the Consultant.** The work shall be awarded on

item rate basis. Any variation to attain fitness for purpose within the scope of works shall be met by the Consultant without any extra cost.

15. Jurisdiction & Applicable Law

Notwithstanding any other Court or Courts having jurisdiction to decide the question(s) forming the subject matter of the reference, any/all actions and proceeding arising out of or relative to the Agreement (including any arbitration in terms thereof) shall lie only in the Court Competent Civil Jurisdiction in this behalf in UT of Ladakh and only the said Court(s) shall have jurisdiction to entertain and try any such action(s) and/or proceeding(s) to the exclusion of all other courts. This Agreement shall be governed by the laws of India for the time being in force.

16. Consultants' Personnel

a. General

The Consultant shall employ and provide such qualified and experienced person as are required to carry out the services.

b. Description of Personnel

The titles, job descriptions, minimum qualification, and estimated periods of engagement in carrying out of the services of each of the consultant's Key personnel as described in Technical proposal. If any of the key personnel has already been approved by the Engineer-in-Charge, his/her name is listed as well.

If the additional work is required beyond the scope of the services specified in Terms of reference, the estimated periods of engagement of key personnel set forth in Technical proposal may be increased by agreement in writing between the Engineer-in-Charge and the consultant. The decision as to whether the scope of work is increased or not, shall be taken by the CE Gandhinagar, CPWD, and such decision shall be final and binding on the consultant.

c. Approval of personnel

The key personnel and sub-Consultant listed by title as well as by name in Technical Proposal and accepted by the Engineer-in-Charge shall be deemed to be approved by the Engineer-in-Charge. In respect of other Key Personnel that the Consultant propose to use in carrying out of the service, the Consultant shall submit to the Engineer-in-Charge for review and approval a copy of their biographical data. If the Engineer-in-Charge does not object in writing (stating the reasons for the objection) within twenty-one (21) calendar days from the date of receipt of such biographical data and (if applicable) such certificate, such key personnel shall be deemed to have been approved by the Engineer-in-Charge.

d. Removal and/or Replacement of Personnel

Except as Department may otherwise agree, no changes shall be made in the Key Resource Personnel as mentioned in this document. If, for any reason beyond the reasonable control of the Consultant, it becomes necessary to replace any of the Key Resource Personnel as mentioned in this document, the Consultant shall provide as a replacement a person of equivalent or better qualifications and experience with approval of Department.

If Department finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the consultant shall, at Department's written request specifying the grounds provide replacement a person with qualifications and experience as acceptable to the department. The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/ or replacement of Personnel.

ADDITIONAL CONDITIONS

(A) RESPONSIBILITIES OF ENGINEER-IN-CHARGE

The following shall be the responsibilities of the Engineer-in-charge:

- 1 Provide detailed requirements of the project as asked by the Consultant.
- 2 Compile and invite Bids, award works, supervise the work under construction and discharge all the liabilities of various firms engaged in the work.
- 3 Approval of drawings submitted by consultant for approval of Engineer-in-charge.

(B) RESPONSIBILITIES OF THE CONSULTING FIRM

- 1 The Consultant shall execute all works/provide consultancy services as per scope of work and terms & conditions of this bid document.
- 2 Consultant shall propose 2 or more alternatives for specifications of various items proposed in the design and drawings for consideration and approval of the Engineer-in-charge and specifications approved by Engineer-in-charge shall be final and binding on consultant for adoption and final submission of design & drawings.
- 3 The Consultant shall assume full responsibility for the designs and specifications for items described in the scope of work in accordance with the relevant NBC/ Indian Standards and other established codes.
- 4 The Engineer-in-charges / his authorized engineers will have full access to the details, calculations and designs for architectural, HVAC works for the purpose of scrutiny and satisfying themselves on correctness of data. The design engineer of the Consultants shall be available to render all help for the above scrutiny at Engineer-in-charge's office or at a place as directed by Engineer-in-charge.
- 5 The Consultant, within fees mentioned in this agreement shall, for the scope of work and services to be rendered thereon, engage qualified sub consultants with prior approval of competent authority as defined in this bid document. The remuneration for any such sub consultants appointed by the consultant for the services under this agreement shall be borne by the Consultant at his cost.
- 6 Except as above, the Consultant shall not assign, sublet or transfer their interest in the Agreement without the written consent of the Engineer-in-charge.

(C) General

- 1 The Consultant should preferably interact closely with reputed Institutes with view to take relevant inputs from them for Architectural and Engineering designs.
- 2 The scope of the work mentioned in this Bid Document is broad and suggestive. Notwithstanding the scope of the work and role of consultant mentioned elsewhere in this Bid Document, the consultant is required to provide consultancy services on **all aspects** of the work for completing comprehensive planning and designing.
- 3 However, the Engineer-in-charge reserves the right to exclude any of the above services from the scope of the consultant's work. In case of withdrawal of any services from the scope of consultant's work at later stage, the consultant shall be paid for the work done by him upto the date of withdrawal of such item/item of work and services.
- 4 The consultant shall maintain constant and regular interaction with Client.
- 5 The Consultant shall assist the department regarding the sequence and methodology of construction.

Fee for consultancy service

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The Engineer-in-charge shall pay to the consultant for the services rendered by him for the said work. The consultant shall be paid fees as per schedule of payment and the agreement rates. The fee shall be inclusive of all taxes

- 1.0 The Engineer-in-charge shall, however, have the liberty to omit, postpone or not to execute any item in the scope of work but the consultant shall not have liberty to omit, postpone or not execute any item in the scope of work of this bid document. The consultant shall not be entitled to any compensation or damages for such omission, postponement or non-execution of the item or items of work, except the fees which have become payable to him for the service actually rendered by him.
- 2.0 The consultancy fees/ rates tendered by the bidder are inclusive of fees payable by him to any other sub-consultant and associates, engaged by him. Nothing extra shall be payable on this account.
- 3.0 The fees payable to the consultant shall be towards full discharge of functions to be performed by the consultant defined in the agreement and no claim whatsoever against the employer in respect of any proprietary right or copy right by the consultant or any other party will be entertained. The consultant shall indemnify and keep indemnified the employer against any such claims and against all cost and expenses paid by the employer in defending against such claims.
- 4.0 No claim whatsoever against the department in respect of any proprietary right or copy right by the consultant or any other party will be entertained. The consultant shall indemnify the department against any such claims.
- 5.0 If the consultant fails to execute any sub-component within specified time/extended time (as approved by Engineer-in-Charge) or the same is not to the satisfaction of Engineer-in-Charge, then the Engineer-in-Charge may get the same component executed at the risk & cost of consultant. The whole expenditure thus incurred for satisfactory execution of sub-component shall be recoverable from the consultant. The decision of Engineer-in-Charge in this matter will be final & binding.
- 6.0 If Project work is terminated at any stage or scope of work is reduced, for any reasons, not owing to fault of consultant, the amount of fee payable to the consultant for the work already done by him shall be as per payment stages defined in this bid document, for work done by him upto that stage. Consultant shall not be paid any other payment, loss of profit, interest etc. in such a case and decision of Engineer-in-Charge shall be final and binding on the Consultant.
- 7.0 Bidder shall quote his price as per tentative plinth area of RBI office building and scope of consultancy work defined in this document. Tentative plinth area of the building is approximately 8200 Sqm. The quoted cost of the bidder shall be for the plinth area given. Nothing extra shall be payable nor deductible for overall increase/decrease in plinth area upto 5% of plinth area of building. The increase/decrease in plinth area over and above 5% worked out from approved architectural drawings shall be paid/recovered on pro-rata basis based on the awarded contract amount. Method of pro-rata calculation of rat shall be as under-

If the accepted cost of the successful bidder is Rs. X, then quoted cost per sqm. shall be = Rs. X/8200. Therefore, for any decrease in plinth area of approved architectural drawings from 8200 sqm, shall be deducted as per the quoted cost per sqm. Similarly, any increase in plinth area of approved drawings over & above 5 % of 8,200 sqm i.e., area over and above 8610 sqm. shall be payable @ quoted cost per sqm.

This clause of payment for increase or decrease in plinth area is applicable for all activities.

9.0 PAYMENT SCHEDULE:

Sl. No.	Activities	% of total fee payable	Cumulative %
A	PRELIMINARY STAGE		
	On Submission and approval of Conceptual drawings and 3d views	5	5
	On Approval of preliminary project report including preliminary drawings, preliminary cost estimate of all project components	5	10
B	APPROVAL STAGE		
	On approval from local bodies and Environmental clearance if required, obtaining commencement certificate from AMC	5	15
C	PREPARATION OF DETAILED ESTIMATES, STRUCTURAL DESIGN AND TENDERING		
C.1	On Submission & approval of detailed architectural drawings, structural and service drawings for all buildings	20	35
C.2	On Submission & approval of Detail Estimate & Details of measurement, Analysis of rate, tender drawings, specification and draft tender document for all the building and services. On Submission of tender documents for call of tender.	10	45
C.3	On Issue of" good for construction" drawings for all the building and all services as per the scope of the work as per C3 in time schedule	15	60
D	EXECUTION AND COMPLETION		
D.1	On completion of construction, completion of all services civil, electrical and horticulture, landscaping etc. (100% work in physical terms) including submission of as built drawings showing all the internal & external services installed in the building / premises.	25	85
D.2	On obtaining all the required NOCs from local bodies for occupation of building and obtaining green building certification.	15	100

Note:

Insertion: Nil Correction :Nil Omission : Nil

AE (P)...../ EE(P).....

1. Payment of fee as per the various stages of the above Payment Schedule shall be considered as due only when the entire work up to that stage is completed in all respects for all the buildings, structures, landscaping, and external development. Intermediate payment on pro-rata basis shall be entirely at the discretion of Engineer in Charge.
2. For running payments, the consultants shall submit necessary bill in duplicate. The payment due to the consultant will be made within one month of submission of bills of the corresponding stage after satisfactory performance.
3. The submissions shall be considered valid only when these are done with all relevant documents and details in entire requirements to make the submission technically viable and feasible. If there are any discrepancies point out by CPWD, the proposals shall have to be resubmitted and they shall not be considered for payment, unless they are accepted and approved.

10.0 Time Schedule and Mile Stone:

S. NO.	Activities	Time in months from date of start of consultancy work.	Withheld Amount for non-achieving of Milestone
A	PRELIMINARY STAGE		1.5% of Tender Amount
A.1	Submission of programme chart incorporating the strategy for the total project delivery and submission of Design methodology	1.0	
A.2	Submission of Conceptual drawings, Layout Plan, 3d walkthrough	2.0	
A.3	Submission of preliminary project report including preliminary cost estimate of project	3.0	
B	APPROVAL STAGE FOR LOCAL BODIES	Time in months after approval of Stage "A"	2% of Tender Amount
B.1	Submission of application with plan & building proposal to local body for approval.	1.5	
B.2	Getting the approval from local body, and environment clearance if required, obtaining commencement certificate from AMC	3.0	
C	PREPARATION OF DETAILED ESTIMATES, STRUCTURAL DESIGN AND TENDERING	Time in month after completing Stage "A"	1.5% of Tender Amount
C.1	Submission of detailed architectural drawings for Structural design and service drawings, submitting the Design Basis Report for the structural design and getting approval of DBR from the Engineer-in-charge. Parallel activity to "B1"	1.5	
C.2	Submission of structural design and drawings with all input files to Proof consultants., Submission of Detailed Estimate including details of measurement, Analysis of rate, tender drawings, specification, draft tender document and Submission of final tender documents for call of tender. Parallel activity to "B2"	3	

C.3	Submission of vetted Good for construction structural drawings, Final “good for construction” architectural as well as structural, interior, including drawings required as per the scope of work for all buildings and all services so that no drawing is left out.	4	
D	EXECUTION AND COMPLETION		Estimated time of completion of the Project 24 months
D.1	Execution of Work (actual construction stage)	Period as per progress of work	
D.2	Submission of completion plan and obtaining completion certificate and building use permission from the local bodies		
D.3	Obtaining Occupancy Building use Certificate from local body including Fire NOC and NOC from relevant authorities to start use of all the services installed in this building like lift, DG set. Green building rating.	One month after completion of the building	
D.4	Submission of as built drawings showing all the internal and external service installed in the building / premises.		

Above stated mile stone may be rescheduled by the Engineer in Charge considering requirement of work and hindrances if any in achieving the mile stone.

12 Data Sheet

S.No.	Description	Detail
1.	Name of work:	C/o Office Building for Reserve Bank of India (La-Gajjar Chambers) at Ashram Road, Ahmedabad SH: Providing Comprehensive Consultancy Services for preparation of Architectural drawings, structural design, Civil, Electrical and Mechanical Engineering services design and drawings, landscape design and Drawings including Local Body Submission and obtaining all statutory approvals from local authorities or any other authorities from commencement of work to building use permissions, preparation of Detailed Project Report, Tender Documents, etc.
2.	Engineer-in-Charge	Executive Engineer (Ahmedabad), CPWD, Gandhinagar.
3.	Department	Central Public Works Department
4.	Estimated Plinth Area	8200 (Eight Thousand Two Hundred) Sqm
5.	Plot Area	2146.40 Sqm (Available plot area considering the widening of road 1650 sqm)
6.	Estimated Amount :	Rs. 81,57,429/-
7.	Earnest money	Rs. 1,63,149/- which shall be refunded after submission of Performance Guarantee.
8.	Performance Guarantee	a) 5% of tendered value or Estimated cost put to tender (ECPT) (whichever is higher). b) Where the tendered amount is less than eighty percent (80%) of the Estimated Cost Put to Tender (ECPT), the Performance Guarantee, in addition to the requirement under (a) above, shall be increased by an amount equal

		to the difference between eighty percent (80%) of the ECPT and the tendered amount.
9.	Security Deposit	2.5% of accepted Bid Amount
10.	Schedule of payment	Attached in this bid document.
11.	Time Allowed and mile stone	As defined in time schedule and mile stone in this chapter, and till completion of the construction work including obtaining completion and building use certificate.
12.	General Rules & Directions	As detailed in this bid document.
13.	Accepting Authority	CE, Gandhinagar, CPWD, Gandhinagar or successor thereof
14a	Performance Guarantee i) Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance	7 days
14b	ii) Maximum allowable extension with late fee @ 0.1% per day of performance guarantee amount beyond the period as provided in (i) above.	3 days
15.	Authority for fixing Compensation for Delay in Completion of Work	CE, Gandhinagar, CPWD, Gandhinagar or successor thereof
16.	Number of days from the date of issue of letter of acceptance for reckoning date of start.	10 days
17.	Authority to give fair and reasonable Extension of time for completion of work	Executive Engineer (Ahmedabad) CPWD, Gandhinagar or successor thereof. The ultimate authority to decide final extension of time is Chief Engineer, CPWD, Gandhinagar or successor thereof
18.	Tax liability	Consultant shall assess all applicable taxes i/c Goods & Service Tax (GST) and should include them in his quoted financial bid. Nothing extra shall be paid on this account
19.	Bid Validity period	75 days from the date of opening of Technical Bid Part-1.

ITEM RATE BID AND CONTRACT FOR CONSULTANCY WORKS

- (A) Bid for the work of –
C/o Office Building for Reserve Bank of India (La-Gajjar Chambers) at Ashram Road, Ahmedabad SH: Providing Comprehensive Consultancy Services for preparation of Architectural drawings, structural design, Civil, Electrical and Mechanical Engineering services design and drawings, landscape design and Drawings including Local Body Submission and obtaining all statutory approvals from local authorities or any other authorities from commencement of work to building use permissions, preparation of Detailed Project Report, Tender Documents, etc.
- (i) To be submitted by **01/05/2026, 15:00** Hrs to Executive Engineer (Ahmedabad), CPWD, Gandhinagar.
- (ii) To be opened in presence of Bidders who may be present at **01/05/2026, 15:30** in the office of Executive Engineer (Ahmedabad), CPWD, Gandhinagar.

Bid

I/We have read and examined the notice inviting Bid, schedule, General Rules and Directions, Conditions of Contract, clauses of contract, Special conditions, Schedule of Rate & other documents and Rules referred to in the conditions of contract and all other contents in the Bid document for the work.

I/We hereby Bid for the execution of the work specified for the President of India within the time specified in NIT and in accordance in all respect with the specifications, design codes and instructions in writing referred to in Rule-1 of General Rules and Directions and with such materials as are provided for, by, and in respect of accordance with, such conditions so far as applicable.

We agree to keep the Bid open for **75 days** from the date of opening of technical bids part-1 and not to make any modification in its terms and conditions.

A sum of **Rs. 1,63,149/-** is hereby forwarded in Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee (for balance amount as prescribed) from any of the Commercial Banks as earnest money.

insurance surety bonds, Account Payee Demand Draft or Banker's Cheque or Fixed Deposit Receipt and Bank Guarantee, (e-Bank Guarantee also) (for balance amount as prescribed) from any of the commercial Bank towards EMD

A copy of earnest money in the form as prescribed in this bid document, issued by a commercial bank, is scanned and uploaded. If I/We, fail to furnish the prescribed performance guarantee within prescribed period, I/We agree that the said President of India or his successors, in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, I/We fail to commence work as specified, I/We agree that President of India or the successors in office shall without prejudice to any other right of remedy available in law, be at liberty to forfeit the said performance guarantee absolutely. The said performance guarantee shall be a guarantee to execute all the works referred to in the tender documents upon the terms and conditions contained.

Further, I/ We agree that in case of forfeiture of Earnest Money or Performance Guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work.

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

I/We hereby declare that I/We shall treat the Bid documents, drawings and other records connected with the work as secret/confidential documents and shall not communicate information/derived there from to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.

Dated:

Signature of
Authorized Signatory of Consultancy Firm
Postal Address

Witness:

Address:

Occupation:

ACCEPTANCE OF BID

The above Bid (as modified by you as provided in the letters mentioned hereunder) is accepted by me for and on behalf of the President of India for a sum of Rs.....
(Rupee.).

The letters referred to below shall form part of this contract agreement:

- (a)
- (b)
- (c)

Dated:

(For & on behalf of President of India)

Signature.....

Designation.....

RECEIPT OF DEPOSITION OF ORIGINAL EMD

(Receipt NoDate.....)

Name of work: C/o Office Building for Reserve Bank of India (La-Gajjar Chambers) at Ashram Road, Ahmedabad SH: Providing Comprehensive Consultancy Services for preparation of Architectural drawings, structural design, Civil, Electrical and Mechanical Engineering services design and drawings, landscape design and Drawings including Local Body Submission and obtaining all statutory approvals from local authorities or any other authorities from commencement of work to building use permissions, preparation of Detailed Project Report, Tender Documents, etc.

1. NIT No :- **03/NIT/CE/EE/AHMD/2026-27**
2. Amount of Earnest Money Deposit :- **Rs. 1,63,149/- (In favour of Executive Engineer, Ahmedabad Central Division, CPWD, Ahmedabad)**
3. Last date & time of submission of bid :- **01/05/2026, 15:00 Hrs.**

(To be filled by NIT approving authority/EE at the time of issue of NIT and uploaded along with NIT)

- 1) Name of contractor :-
- 2) Form of EMD :-
- 3) Amount of Earnest Money Deposit :-
- 4) Date of submission of EMD :-
- 5) EMD Document No., date and, name of issuing bank,
- 6) Email ID, Where EMD deposit
- 7) Phone No., Where EMD deposit

Signature, Name and Designation of EMD

Receiving officer (EE / AE / AAO)
Along with office stamp

BLANK

Financial Bid and Annexure

BLANK

Financial BID (To be filled online in the format uploaded by CPWD)

Dated:

To,
**The Executive Engineer (Ahmedabad),
 CPWD, Gandhinagar**

Name of Work:

C/o Office Building for Reserve Bank of India (La-Gajjar Chambers) at Ashram Road, Ahmedabad SH: Providing Comprehensive Consultancy Services for preparation of Architectural drawings, structural design, Civil, Electrical and Mechanical Engineering services design and drawings, landscape design and Drawings including Local Body Submission and obtaining all statutory approvals from local authorities or any other authorities from commencement of work to building use permissions, preparation of Detailed Project Report, Tender Documents, etc.

Dear Sir,

With reference to your NIT no....., I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our BID for the aforesaid Project. The BID is unconditional and unqualified.

- 1 I/ We acknowledge that the Department will be relying on the information provided in the BID and the documents accompanying the BID for selection of the Consultant for the aforesaid Project, and we certify that all information provided in the Bid are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the BID are true copies of their respective originals.
- 2 The BID Price has been quoted by me/us after taking into consideration all the terms and conditions stated in the bid document, draft Agreement, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the project.
- 3 I/ We acknowledge the right of the Department to reject our BID without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
- 4 In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into an Agreement in accordance with the draft that has been provided to me/us prior to the BID Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
- 5 I/ We shall keep this offer valid for **75 (seventy-five) days** from the date of opening of eligibility cum technical bid (Part-1)
- 6 Open Areas for parking, lawns and landscaping etc. shall be deemed to be included in the total quoted price bid and nothing extra shall be payable on this account.

ItemNo.	Description	Offered cost
1	2	4
1	C/O OFFICE BUILDING FOR RESERVE BANK OF INDIA (LAGAJJAR CHAMBERS) AT ASHRAM ROAD, AHMEDABAD SH: PROVIDING COMPREHENSIVE CONSULTANCY SERVICES FOR PREPARATION OF ARCHITECTURAL DRAWINGS, STRUCTURAL DESIGN, CIVIL, ELECTRICAL AND MECHANICAL ENGINEERING SERVICES DESIGN AND DRAWINGS, LANDSCAPE DESIGN AND DRAWINGS INCLUDING LOCAL BODY SUBMISSION AND OBTAINING ALL STATUTORY APPROVALS FROM LOCAL AUTHORITIES OR ANY OTHER AUTHORITIES FROM COMMENCEMENT OF WORK TO BUILDING USE PERMISSIONS, PREPARATION OF DETAILED PROJECT REPORT, TENDER DOCUMENTS, ETC.	

The offered cost is inclusive of all applicable taxes and duties.

Yours faithfully

Date:
Place:

**(Signature of the consultant)
Name & seal of Bidder/Lead**



COUNCIL OF ARCHITECTURE

(A Statutory Body of Government of India under the Architects Act, 1972)
 India Habitat Centre, Core 6A, 1st Floor, Lodhi Road, New Delhi - 110003
 Phone 011-24648415, 24654172, Fax: 24647746
 E-mail: coa@ndf.vsnl.net.in Website: www.coa.gov.in

PUBLIC NOTICE

Attention : Architects, Registrar of Companies/LLPs, Foreign Architects/Consultants, Govt. Departments and all concerned.

The Council of Architecture (COA), a statutory body set up under the Architects Act, 1972 (Act), has been receiving complaints regarding violations of the Act by LLPs and Companies by using the word "Architect" or its derivatives in their names and objects, for carrying on the profession of an Architect and also appointment of foreign architects without prior approval of Central Government under the Act for carrying out Architectural works in India. 'Architect' has been defined under the Act.

Pertinent to the matter, it is hereby brought to the notice of all concerned that as per Section 36 of the Act, if any person i.e. individual, Company, LLP, etc. (not registered as an Architect with COA) falsely represents that such person is an 'Architect' or uses in connection with his name or title any words or letters to suggest that such person is an architect, such person shall be punishable with fine which may extend to one thousand rupees.

Additionally, as per Section 37 (1) of the Act, no person (individual, company, LLP, etc.) other than an Architect or a Firm of Architects (having only Architect partners) shall use the title and style of 'Architect' for practicing the profession of an 'Architect'. Violation of this provision is punishable on first conviction with fine upto five hundred rupees and on subsequent conviction with imprisonment upto six months or with fine upto one thousand rupees or with both.

The Ministry of Corporate Affairs, Govt. of India (MCA) has also issued a Circular No.: 2 /2012 dated 1st March, 2012, directing that "Where one of the objects is to carry on the business / profession of Architecture, then the concerned Registrar of Companies / Registrar of LLP shall incorporate the same only on production of in-principle approval / NOC from the concerned Regulator". Circular is also available on the COA's website. The Hon'ble High Court of Delhi, in WP(C) No.: 934 of 2012 - Sudhir Vohra v. Registrar of Companies and Others have also considered this legal position.

Therefore, Companies/ LLPs/ individuals committing above violations are directed to stop such violations by changing the name of the entity by removing the word "Architect" or any its derivatives as part of their name & style and also after the objects/Memorandum of Association of the concerned entity to remove the intent to practice architecture/represent as architect/architectural consultant OR wind up such juridical entities, at the earliest, failing which COA may initiate Criminal Prosecution.

Further, no foreign Architect / Consultant (not registered with COA) be appointed for Architectural works without following the procedure prescribed under the Act.

Dated : 20.05.2013
 New Delhi

Registrar
 davp 21271/11/0002/1314

On non –judicial stamp paper of minimum Rs.100

(Guarantee offered by Bank to CPWD in connection with the execution of contract)

Form of Bank Guarantee for Earnest Money Deposit / Performance Security (Guarantee) / Security Deposit / Mobilization Advance

1. WHEREAS, the Executive Engineer..... (Name of division).....,CPWD on behalf of the President of India (hereinafter called "the Government") has invited bid under..... (NIT No.) dated for (name of work)..... The Government has further agreed to accept irrevocable Bank Guarantee for Rs.(Rupees.....only) valid upto(date)* as Earnest Money Deposit from(name and address of contractor)..... (hereinafter called "the contractor ") for compliance of his obligations in accordance with the terms and conditions of the said NIT.

OR**

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

2. We,..... (indicate the name of the Bank) (hereinafter referred to as "the Bank "), hereby undertake to pay to the Government an amount not exceeding Rs.....(Rupees.....only) on demand by the Government within 10 days of the demand.
3. We,..... (indicate the name of the Bank), do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....(Rupees.....only).
4. We,..... (indicate the name of the Bank), further undertake to pay the Government any money so demanded notwithstanding any dispute or dispute raised by the contractor in any suit or proceeding pending before any court or tribunal, our liability under this Bank Guarantee being absolute and unequivocal. The payment so made by us under this Bank Guarantee shall be valid discharge of our liability for payment there under and the contractor shall have no claim against us for making such payment.
5. We,..... (indicate the name of the Bank), further agree that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligation here under to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor and to for bear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor or for any forbearance, act of omission on the part of the Government or any indulgence by the Government to the said contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

- 6. We,..... (indicate the name of the Bank), further agree that the Government at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor at the first instance without proceeding against the contractor and notwithstanding any security or other guarantee the government may have in relation to the contractor's liabilities.
- 7. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor.
- 8. We,..... (indicate the name of the Bank), undertake not to revoke this guarantee except with the consent of the government in writing.

This bank guarantee shall be valid up to, unless extended on demand by the Government. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs.....(Rupees..... Only) and unless a claim in writing is lodged with us within the date of expiry or extended date of expiry of this guarantee, all our liabilities under this guarantee shall stand discharged.

DATE

WITNESSES:

Authorized signatory
Name
Designation

1. SIGNATURE
NAME AND ADDRESS
Staff code no.
Bank seal

2. SIGNATURE
NAME AND ADDRESS

*Date to be worked out on the basis of validity period of 90 days where only for financial bids are invited and 180 days for two / three bid system from the date of submission of tender.

** In paragraph 1, strike out the portion not applicable. Bank Guarantee will be made either for earnest money or for Performance Guarantee /Security Deposit / Mobilization Advance

AFFIDAVIT

I/we undertake and confirm that our firm/partnership firm has not been blacklisted and/or debarred by CPWD, MoUHA or Ministry of Finance. Further that, if such information comes to the notice of the department, then I/we shall be debarred for bidding in CPWD in future forever. Also, if such information comes to the notice of department on any day before date of start of work, the Engineer-in-Charge shall be free to cancel the agreement and to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee (Scanned copy of this notarized affidavit to be uploaded at the time of submission of bid)

**Signature of Bidder(s) or an authorized
Officer of the firm with stamp**

UNDERTAKING
(for Associate firm/individual)

I/We have read and examined the **Technical Bid and Financial Bid** documents.

I/We hereby give my consent as an associate for the execution of the work: **C/O OFFICE BUILDING FOR RESERVE BANK OF INDIA (LA-GAJJAR CHAMBERS) AT ASHRAM ROAD, AHMEDABAD SH: PROVIDING COMPREHENSIVE CONSULTANCY SERVICES FOR PREPARATION OF ARCHITECTURAL DRAWINGS, STRUCTURAL DESIGN, CIVIL, ELECTRICAL AND MECHANICAL ENGINEERING SERVICES DESIGN AND DRAWINGS, LANDSCAPE DESIGN AND DRAWINGS INCLUDING LOCAL BODY SUBMISSION AND OBTAINING ALL STATUTORY APPROVALS FROM LOCAL AUTHORITIES OR ANY OTHER AUTHORITIES FROM COMMENCEMENT OF WORK TO BUILDING USE PERMISSIONS, PREPARATION OF DETAILED PROJECT REPORT, TENDER DOCUMENTS, ETC.** within the specified time frame for various activities in all respects and as per terms and condition of agreement and as per instruction given by Engineer-in-Charge (CPWD).

I/We undertake and confirm that eligible Consultancy works(s) has/have not been got executing through another Consultant on back-to-back basis. Further that, if such a violation comes to the notice of CPWD, then I/we shall be debarred for tendering in CPWD in future forever. Also, if such a violation comes to the notice of CPWD before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Performance Guarantee.

I/We undertake and confirm that our firm has not been debarred/ restrained/ black listed by any Central Govt. / State Govt. agency/Autonomous body of the Central or State Govt./ PSU etc. in the past from providing consultancy services to participate in the bidding process for selection of consultant.

Dated

Address:

Occupation:

Signature of Main Consultants or Bidder Postal Address

Signature of Associate Firm Postal Address

Notice for appointment of Arbitrator

To,
 The Chief Engineer
 (Zone or Circle)

Subject: Notice for appointment of Arbitrator for adjudication of disputes relating to agreement number:

.....Dear

Sir,

In terms of arbitration clause of the aforesaid agreement, particulars of which are given below, I/We hereby give you notice to appoint an Arbitrator for adjudication of disputes mentioned below.

1. Name of applicant
2. Whether applicant is Individual/Prop. Firm/Partnership Firm/Ltd. Co.
3. Full address of the applicant
4. Name of the work and contract number in which arbitration sought
5. Name of the Division which entered into contract
6. Contract amount in the work
7. Date of contract
8. Date of initiation of work
9. Stipulated date of completion of work
10. Actual date of completion of work (if completed)
11. Total number of claims made
12. Total amount claimed
13. Date of intimation of final bill (if work is completed)
14. Date of payment of final bill (if work is completed)
15. Amount of final bill (if work is completed)
16. Date of request made to SDG/ADG for conciliation
17. Date of receipt of SDG/ADG's decision
18. *I/We hereby give consent for appointment of Arbitrator of MoHUA. An agreement as per Appendix-XVIII is enclosed.

Or * I/We do not give consent for appointment of Arbitrator of MoHUA.

I/We certify that the information given above is true to the best of my/our knowledge.

I/We enclose following documents.

1. Statement of claims with amount of claims.
2. *Agreement of waiver of Section 12(5) of the Arbitration and Conciliation Act, 1996 Appendix-XIX.
 (* strikeout whichever is not applicable).

Copy in duplicate to:

1. The Executive Engineer, Division.

Yours faithfully, (Signatures)

Signature of the applicant

(only the person/authority who signed the contract should sign here)

Enquiry Particulars	
Regional Office	EE-Ahamdabad
Office Inviting Bids	EE-Ahamdabad
Tender ID	149280
NIT/RFP NO	03/NIT/CE/EE/AHMD/2026-27
Name of Work	C/o Office Building for Reservice Bank of India (La-Gajjar Chambers) at Ashram Road, Ahmedabad. SH: Providing comprehensive consultancy services for preparation of Architectural drawings, structural design, Civil, Electrical and Mechanical Engineering services design and drawings. Landscape design and Drawings including Local Body submission and obtaining all statutory approvals from local authorities or any other authorities from commencement of work to building use permissions, preparation of Detailed Project Report, Tender documents etc.
Subwork/Packages	
Time Allowed	30 months
Tender Type	OPEN
Procurement Type	SERVICES
Type of Work	Consultancy Services
Category of Tendered	CIVIL,COMPOSITE,NON-CPWD CONTRACTOR
Estimated Cost	81,57,429
Bid Type	Item Rate
Bid Submission Closing Date & Time	01/05/2026 15:00
Bid Validity Period (In Days)	75
Bid Validity Expiry Date	15/07/2026 15:30 (After Technical cum Eligibility Bid Opening)
Tender Notice Type	Standard Notice Tender
Competitive Bidding Type	NCB

Tender Inviting Authority Particulars	
Office Inviting Bids	EE-Ahamdabad
Designation	Executive Engineer
Address	3rd, Floor Kendriya Nirman Sadan, CPWD, Gandhinagar.
Contact Details	7387002772
Email	mah_3108@yahoo.co.in

EMD Details		
EMD(INR)	EMD In Favour Of	Mode of Payment
Rs. 1,63,149	Executive Engineer, Ahmedabad Central Division, CPWD, Ahmedabad	DD,FDR,BG

Bid Openers						
Department User Name	Region	Mobile Number	Email	Designation	Certificate serial No	Certificate Expiry
BHAVSAR MAHENDRAKUM AR R	EE-Ahamdabad	7387002772	m.bhavsar@nic.in	Executive Engineer	426378a6d4	02/07/2027 07:50

Panjabrao Kothuji Bawane	EE-Ahamdabad	9422811744	Panbawane@rediffmail.com	Assistant Engineer	39e5949aeb	29/01/2027 02:23
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Tender Documents

S.No	File Name	File Description	File Size (in Bytes)	Uploaded Date
1	NIT03.pdf	NIT 03	3200655	10/04/2026 18:20

Mandatory Documents Details

S.No	Documents Required from Vendor	Document Type
1	Copy of receipt for deposition of original EMD to division office of any EE, CPWD.	Mandatory
2	Copy of EMD documents in any of the form mentioned in the bid document.	Mandatory
3	PAN card issued by the Income Tax department	Mandatory
4	Certificates of Work Experience.	Mandatory
5	Certificate of Financial Turnover from CA.	Mandatory
6	Bankers Certificate or Net Worth Certificate	Mandatory
7	Registration certificate issued by the council of architecture	Mandatory
8	Under taking for Non-Blacklisting by any Government Department/Organization/PSU on the last date of submission in the format appended as Annexure 1 of this bid document	Mandatory
9	GST registration Certificate, if already obtained by the bidder.	Mandatory
10	All other Documents as specified in the NIT	Mandatory

Tender Covers

S.No	Cover Name	Bid Opening date	Dependent Cover Name
1	Technical cum Eligibility Bid	01/05/2026 15:30	
2	Financial Bid	Financial Bid Date To be Decided Later	Technical cum Eligibility Bid

Technical cum Eligibility Bid

S.No	Documents Required from Vendor	Mandatory
1	Copy of receipt for deposition of original EMD to division office of any EE, CPWD.	Mandatory
2	Copy of EMD documents in any of the form mentioned in the bid document.	Mandatory
3	PAN card issued by the Income Tax department	Mandatory
4	Certificates of Work Experience.	Mandatory
5	Certificate of Financial Turnover from CA.	Mandatory
6	Bankers Certificate or Net Worth Certificate	Mandatory
7	Registration certificate issued by the council of architecture	Mandatory

8	Under taking for Non-Blacklisting by any Government Department/Organization/PSU on the last date of	Mandatory
9	GST registration Certificate, if already obtained by the bidder	Mandatory
10	All other Documents as specified in the NIT	Mandatory

Financial Bid

S.No	File Name	File Size(in Bytes)
1	149280-ItemrateCPWDSCHEDULE1.xlsx	46540