



भारतीय विज्ञान शिक्षा एवं अनुसंधान संस्थान पुणे

(शिक्षा मंत्रालय, भारत सरकार का स्वायत्त संस्थान)

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## INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH (IISER) PUNE

### E-EXPRESSION OF INTEREST/ई-रूचि की अभिव्यक्ति

#### VOLUME I

कार्य का नाम: आईआईएसईआर पुणे परिसर के लिए वास्तुकला, संरचनात्मक डिजाइन और व्यापक सेवा डिजाइन परामर्श की खरीद।

NAME OF WORK: PROCUREMENT OF ARCHITECTURAL, STRUCTURAL DESIGN AND COMPREHENSIVE SERVICES DESIGN CONSULTANCY FOR IISER PUNE CAMPUS.

EOI No: 1 /IISER Pune/2022-23

Cost proposed Projects	:	Rs. 200 Cr
Period of completion	:	5 ( Five ) Years
Cost of Consultancy Works	:	Rs. 10.0 Cr ( 5% as per Scale of Charges , COA , GST extra ) , i/c GST Rs.11.80 Cr
Cost of documents	:	Free ( To be downloaded by the bidder )
EMD	:	Rs. 21.80 Lakhs
Pre-bid meeting	:	23 September 2022 at 11 00 hrs.
Last dates & time to upload EOI	:	03 October 2022 up to 15 00 hrs.
Time & date of opening of technical bids	:	04 October 2022 at to 15 00 hrs.

TO BE DOWNLOADED FROM CENTRAL PUBLIC PROCUREMENT (CPP) PORTAL <https://eprocure.gov.in/eprocure/app> OR INSTITUTE WEBSITE [www.IISER Pune.ac.in](http://www.IISER Pune.ac.in) AND BID IS TO BE SUBMITTED ONLINE ONLY THROUGH THE E-PROCUREMENT PORTAL UP TO THE LAST DATE AND TIME ONLY THROUGH CPP PORTAL ONLY.

#### Critical Dates

Sr.No	Particulars	Date	Time in hrs
1	Date of Online Publication	12 09 2022	15 00
2	Bid Submission Start Date	13 09 2022	15 00
3	Pre-bid Meeting	23 09 2022	11 00
4	Bid Submission Close Date	03 10 2022	15 00
5	Opening of Bids	04 10 2022	15 00

**NOTICE INVITING e-EOI (e-Procurement mode)**

IISER Pune invites Expression of Interest from the reputed Architectural consultants, who are found eligible as per the eligibility criteria and other terms and conditions of EOI on e-procurement.

**Brief Details of EOI:**

Sr. No.	Description of EOI in Brief	Approx. cost of projects (Rs.)	EMD	Last date & time of Submission of EOI	Time & date of Pre bid meeting	Time & date of opening of EOI
1	2	3		4	5	6
1.	Expression of Interest for procurement of architectural, structural design and comprehensive services design consultancy for IISER Pune campus at Pune. EOI No: 1 /IISER Pune/2022-23	200 Cr Cost of Consultancy Works, Rs. 11.80 Cr ( As per Scale of Charges , COA )	Rs. 21.80 Lakhs	03 10 2022 at 15 00 hrs.	23 09 2022 at 11 00 hrs.	04 10 2022 at 15 30 hrs.

The bid Document can be downloaded from Central Public Procurement (CPP) Portal <https://eprocure.gov.in/eprocure/appor> Institute website [www.iiserIISER.ac.in](http://www.iiserIISER.ac.in) and bid is to be submitted online only through the E-procurement portal up to the last date and time of submission Critical Dates of Tender

Sr. No	Particulars	Date	Time
1	Date of Online Publication/Download of Tender	12 09 2022	15 00 hrs.
2	Bid Submission Start Date	13 09 2022	15 00 hrs.
3	Pre-Bid Meeting	23 09 2022	11 00 hrs.
4	Bid Submission Close Date	03 10 2022	15 00 hrs.
6	Opening of EOI Bids	04 10 2022	15 30 hrs.

**No manual bids will be accepted. All required documents as specified in EOI should be submitted in the e-procurement portal.**

**Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 0120-4200462, 0120-4001002, 91-8826246593. General Information & Instructions for Online Bid Submission:**

This EOI/tender document has been published on the Central Public Procurement Portal (URL:<https://eprocure.gov.in/eprocure/app>) & Institute website [www.iiserIISER.ac.in](http://www.iiserIISER.ac.in). The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

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

- 1.1 The intending bidder must read the terms and condition of EOI carefully. Bidder should submit his bid only if he considers himself eligible and he is in possession of all the required documents.
- 1.2 Bid documents should be submitted online complete in all respect along with requisite documents on e-tender portal (URL:<https://eprocure.gov.in/eprocure/app>)
- 1.3 The bidder would be required to register at e-tender portal (URL:<http://eprocure.gov.in/eprocure/app>) For submission of the bids, the bidder is required to have digital Signature Certificate (DSC) from one of the authorized Certifying Authorities.
- 1.4 Information and instruction for bidders posted on website shall form part of the bid document.
- 1.5 The bid document consisting of EOI and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website (URL:<https://eprocure.gov.in/eprocure/app>) free of cost.
- 1.6 But the bid can only be submitted after uploading the mandatory scanned documents such as specified in the press notice.
- 1.7 Those Consultants not registered on the CPP website mentioned above, are required to get registered beforehand. If needed they can be imparted training on online tendering process as per details available on the website. The intending bidder must have valid class- III digital signature to submit the bid.
- 1.8 On opening date, the Consultant can login and see the bid opening process. After opening of bids he will receive the competitor bid sheets.
- 1.9 Consultant can upload documents in the form of JPG format and PDF format.
2. Certificate of Financial Turn Over: At the time of submission of bid Consultant may upload Affidavit/ Certificate from CA mentioning Financial Turnover of last 3 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 technical bids. There is no need to upload entire voluminous balance sheet.
- 2.1 The tender document can be downloaded from <http://eprocure.gov.in/eprocure/app> and be submitted only through the same website.
3. **REGISTRATION of Bidder on e-Procurement Portal**
- 3.1 Bidders are required to enroll on the e-Procurement module of the Central Public

Procurement Portal ([URL:http://eprocure.gov.in/eprocure/app](http://eprocure.gov.in/eprocure/app)) by clicking on the link "Click here to Enroll". Enrolment on the CPP Portal is free of charge.

- 3.2 As part of the enrolment process, the bidders will be required to choose a unique IISER name and assign a password for their accounts.
- 3.3 Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 3.4 Upon enrolment on CPP, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
- 3.5 Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
- 3.6 Bidder then logs in to the site through the secured log-in by entering their ID / password and the password of the DSC / eToken.
- 3.7 The CPP Portal also has IISER manual with detailed guidelines on enrollment and participation in the online bidding process. Any queries related to process of online bids or queries related to CPP Portal may be directed to the 24x7 CPP Portal Helpdesk.
- 3.8 The Institute will not be responsible for any type of technical issue regarding uploading of tender on website. [URL:http://eprocure.gov.in/eprocure/app](http://eprocure.gov.in/eprocure/app)) and any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is **0120-4200462, 0120-4001002, 91-8826246593**.

#### **4. SEARCHING FOR TENDER DOCUMENTS**

- 4.1 There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.
- 4.2 Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / email in case there is any corrigendum issued to the tender document.
- 4.3 The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

#### **4. PREPARATION OF BIDS**

- 4.1 Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 4.2 Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 4.3 Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS formats. Bid documents may be scanned with 100 dpi with black and white option.
- 4.4 To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has

been provided to the bidders. Bidders can use "My Space" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

## **5. SUBMISSION OF BIDS**

- 5.1 Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 5.2 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 5.3 A standard EOI has been provided with the tender document to be filled by all the bidders and bidders are required to submit EOI as per terms and conditions of EOI.
- 5.4 The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 5.5 The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 5.6 Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 5.7 Kindly add scanned PDF or JPG format files of all relevant documents in a single PDF file of compliance sheet.

## **6. ASSISTANCE TO BIDDERS**

- 6.1 Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 6.2 Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is **0120-4200462, 0120-4001002, 91-8826246593**.

### Expression of Interest - Bid Document (EOI)

**Name of Project:** Expression of Interest for procurement of architectural, structural design and comprehensive services design consultancy for establishment of IISER Pune.

**SH:** Preparation of Master Plan, architectural, structural and comprehensive services.

**EOI No:** 1 /IISER/Pune/2022-23

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It is certified that this EOI contains page no 1 to 74

## NOTICE INVITING EXPRESSION OF INTEREST - ELIGIBILITY BID DOCUMENT (EOI)

IISER Pune invites e-procurement of EOI from the reputed Architectural consultants, who are found eligible as per the initial eligibility defined in clause 2 and other terms and conditions of EOI.

- 1) **Name of Project:** Expression of Interest for procurement of architectural, structural design and comprehensive services design consultancy of IISER Pune.
- 2) **SH:** Preparation of Master Plan, Architectural, structural and comprehensive services.
- 3) **EOI No** : 1 /IISER Pune/2022-23
- 4) **Approx. cost of the projects** : **Rs 200 Cr**
- 5) **Consultancy Fees** : **Rs. 10.0 Cr** as per scale of Charges as specified by CoA (maximum 5%), including GST 11.80 Cr.
- 6) **Time period** : 5(Five) years
- 7) **Scope of Work** : As per Clause-2.5 and Clause-2 of Vol-II
- 8) **Cost of EOI document** : Free of cost  
(Downloadable from <https://eprocure.gov.in/eprocure/app>)
- 9) **EMD** : Rs.21.80 Lakhs, Applicable to all participants.
- 10) **Date & time of start of downloading of EOI cum eligibility bid document** : 12 09 2022 from 15.00 Hrs.
- 11) **Pre-bid meeting date, time & venue** : 23 09 2022 at 11 00 hrs.  
at Board Room, Directorate office Area, Ground Floor, Main Building, IISER Pune
- 12) **Last date & time of uploading EOI Document on e-portal** : 03 10 2022 up to 15 00 Hrs.
- 13) **Time & date of opening of EOI Bid Document** : 04 10 2022 up to 15 00 Hrs.



## 2. STAGE –I: - INITIAL ELIGIBILITY CRITERIA

2.0. Consortium shall not be eligible to apply.

2.1. **Applicants/Consultants who fulfil the following requirements shall be eligible to apply.**

2.2. The individual Applicant should be of an Architect/Planner/ Architectural Consultant and should have been registered with Council of Architecture, The Council of Architecture (CoA) has been constituted by the Government of India, Ministry of Education under the provisions of the Architects Act, 1972, enacted by the Parliament of India.

2.3. If the Applicant is an Architectural/Planner of Proprietary or Partnership Firm should have been registered in India and the lead Architect/Planner/ Architectural Consultant should have been registered with Council of Architecture of India.

2.4. The Applicant should have at least seven years' experience in the field of architectural planning, design and preparation of detailed Architectural Drawings after the Registration of the firm.

2.5. The applicant should have satisfactorily planned, designed and completed Architectural and structural consultancy of similar Project/ Work of preparation of Master plan of campus and architectural & structural designing of buildings in last 7 (Seven) years ending previous day of the last date of submission of EOI Bid is invited as detailed below:

2.5.1 Completed Master plan for three similar projects each having land area above 40% of proposed land area or completed master plan of two similar projects each having above 60% of proposed land area or completed master plan of one similar project having above 80% of proposed land area.

**Proposed land area is – 50 Acres at IISER Pune Pashan.**

For this purpose, "**Similar Project/Work**" means "Work of Preparation of comprehensive Architectural Master plan and layout of Educational Institute Complex(es) and/or Scientific institutions complex(es) and/or Research facilities complex(es)" only. Area figures shall be rounded up to nearest next tenth figure.

**And**

2.5.2 Three Similar projects each having Building/s design of total built up plinth area not less than 40%( 20,000Sqm) of Proposed built-up area or completed two similar projects each having Buildings of total built up plinth area not less than 60% (30,000 sqm) of Proposed built-up area or completed one similar project having Buildings of total built up plinth area not less than 80% (40,000 sqm) of Proposed built-up area.

Proposed built-up is 50,000 sqm

For this purpose, "**Similar Project/Work**" means "Work of **Preparation of detailed Architectural planning and structural design** of Educational Institute Complex(es) and/or



Scientific institutions complex(es) and/or Research facilities complex(es) with Academic buildings, Residential buildings and connected ancillary facilities like fire, BMS, Scientific Lab designing and MEP services" only. Plinth area experience figures shall be rounded up to nearest next tenth figure.

Experience certificate should be from the Main Client / Owner of the project and to be issued now below the Rank of Executive Engineer in case of Government projects and not less than 'Managing Director/Executive Director' in case of private projects. Value of the work mentioned in the experience certificate should comply with ITR form 26AS with clearing indicating name of the payee and the Principle amount paid. Cost of the project, consultancy fees amount and duration should be clearly mentioned on the experience certificate from the client. Certificate with incomplete detailing shall be liable for rejection.

- 2.6. The Applicant should have average Annual Financial Turnover in Architectural & structural consultancy Services at least of 50% of Rs. 236 Lakhs of estimated consultancy cost of put to EOI during the last three consecutive financial years ending 31st March 2022. The Financial year in which no financial turnover will be counted as zero Financial Turnover for the particular year for calculating average.
- 2.7. The applicant should not have suffered loss in more than one year in the last three consecutive financial years ending 31<sup>st</sup> March 2022.
- 2.8. The Applicant should have at least one specialist in each of the disciplines of Structural Design, Electrical, Fire protection /fighting, MEP services, HVAC, Lab designing, Landscaping, GRIHA certification, either in house or through tie-ups, for proper planning, design and execution of the contract work.
- 2.9. The Applicant should have sufficient number of Technical and Administrative staff and employees in-house. The applicant should submit a list and details of these employees stating clearly how these employees would be involved in this work.
- 2.10. The Applicant should not have abandoned any work nor his contract should have been rescinded during the last seven years ending previous day of last date of submission of EOI Bid.
- 2.11. The Firms/Applicant whose contract is rescinded during the last seven years ending previous day of last date of submission of EOI BID are not eligible.
- 2.12. **To become eligible for submission of bid, the Applicant shall have to furnish an affidavit in Non-Judicial Stamp Paper of value Rs 500/- as under: -**

*FORMAT AS BELOW*

*"I/We undertake and confirm that I/We have not abandoned any of the work entrusted to me /us nor any of the work entrusted to me/us have been rescinded by any of the Central /State Govt. Departments, Undertakings, Autonomous institutions, Applicant, Societies, Enterprises and Companies during last 7 (seven) years ending previous day of last date of submission of EOI.*

- 1. We undertake and confirm that eligible similar work(s) has/have not been got executed through another Consultant on back to back basis.*
- 2. Further that, if such a violation comes to the notice of the Institute then 1/ We shall be debarred for tendering in IISER PUNE contracts in future forever. Also if such a violation comes to the notice of the Institute before date of start of work the Director, IISER PUNE shall be free to forfeit the entire amount of Earnest Money Deposit and Performance Guarantee amount."*
- 3. The original Affidavit should be submitted along with the EOI to the Director, IISER PUNE. The EOI application received without this declaration in original shall stand automatically rejected.*
- 4. The Applicant should not have been blacklisted and/or debarred by any State/Central Department or PSU or Autonomous bodies. Firms/Consultants who are blacklisted and/or debarred are not eligible.*

**2.13. The applicant must submit a duly notarized affidavit to this effect in stamp paper of value Rs. 500/- as under: -**

**FORMAT AS BELOW**

*"I/We undertake and confirm that I/We have not been barred or blacklisted by any of the Central /State Govt. Departments, Undertakings, Autonomous bodies, institutions, Applicant, Societies, Enterprises and Companies during last 7 (seven) years ending previous day of last date of submission of EOI.*

*Further that, if such information comes to the notice of the Institute I/we shall be debarred for bidding in IISER PUNE in future forever. Also, if such information comes to the notice of Institute on any day before start of the work, the Director, IISER PUNE shall be free to cancel the agreement and to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee".*

**The EOI application received without this declaration in original shall stand automatically rejected.**

### 3. Conditions and Instructions for Applicant

The intending Applicant must read the terms and conditions of EOI carefully.

- 3.0. The intending Applicant should submit his/their bid only if she/he/they consider(s) himself/themselves eligible and she/he/they is/are in possession of all the documents required. Information and instructions for Applicant shall form part of bid documents.
- 3.1. Certified true scan copies of Registration with council of Architects, Certificates of Work experience and other documents as specified in the invitation of bid should be uploaded on the e-portal. The hard copies of the documents in respective of firms shortlisted to be submitted within one week to IISER Pune as per the instructions issued separately.
- 3.2. EOI Application Documents should be uploaded on e-portal before the last date and time specified in the EOI. Hard copies of the EOI shall not be accepted.
- 3.3. EOI date of opening of the Bid specified happens to be declared as closed holiday for the office of the Director, IISER PUNE for any reason, the Bids will be opened on the next working day up to the same time.
- 3.4. IISER PUNE takes no responsibility for the delay / loss or non- receipt of EOI Application or any submission or letter sent by post or technical delay in uploading the EOI cum Eligibility documents on e-portal.
- 3.5. Applicant in their own interest are advised to upload their bid well in advance and avoid last minute rush in uploading of their EOI CUM Eligibility on e-portal  
(<https://eprocure.gov.in/eprocure/app>)
- 3.6. The EOI Application will be received and opened through e-Procurement mode only as per the dates specified in the EOI. Canvassing whether directly or indirectly, in connection with Bid is strictly prohibited. Bids submitted by the Consultants who resort to canvassing will be liable to rejection.
- 3.7. The bids with any condition including that of conditional rebate will be summarily rejected.
- 3.8. After opening of the Eligibility Bid EOI, the deficiencies found in the bid of each Applicant vis-a-vis requirements as per EOI, Eligibility will be communicated to individual Applicant by Speed Post and/or by email with a request to furnish required documents within 7 (Seven) days of receipt, failing which it will be presumed that the individual Applicant does not have any further documents to furnish and decision on bids will be taken accordingly.

**Procurement of architectural and structural design consultancy services process shall broadly consist of three Stages as briefed below:**

### **Stage -I: Expression of Interest Document (EOI)**

The Applicant who are found eligible and shortlisted in **Stage -I** as per the Evaluation and Selection Criteria defined under **Clause 5 of EOI CUM Design Based Completion** document will be only be issued to Stage-1 qualified bidders for Design Presentation.

**Qualified applicant in Stage-II shall be awarded in stage-III** as per 'Scale of Charges COA maximum fees shall be 5% on the cost of works assigned as per scope of work define in Section III, Para 2.0.

### **Stage -II –DESIGN PRESENTATION**

The Applicants who are found eligible and shortlisted as per the **Stage -I** evaluation process shall briefly define their complete capacity with specialties etc. which is not covered in the Stage-1. The Applicants as per **Clause 4.2** will only be eligible for **Stage -II - Detailed presentation of the proposals.**

### **Design Proposal as per details in Clause-4.2**

### **Stage -III: AWARD OF WORK**

Shortlisted applicant of **Stage -II** as per clause 4.2 shall be called for award of work.  
Detail about Conditions of Contracts as per attached **Annex-A**

**PG as specified shall have to be deposited only by Stage II qualified Applicant/s only after receipt of communication from Engineer In-charge, IISER Pune.**

The following undertaking in this regard shall to be submitted by the intending Applicant/Applicants:  
- "The EMD is deposited by me/us with the Director IISER PUNE at Stage II level, failing which the Institute may reject the Bid and also bar me / us from participating in all future bids in IISER PUNE."

3.12. The scope and type of works and assignments are given in EOI only in brief. Detailed scope and type of works and assignments to be executed and set of terms and conditions of the contract to be complied with and other necessary documents will be specified in the **RFD ( REQUEST FOR DESIGNING ) document** which will be issued at **Stage -II level only to those Applicants who are shortlisted in Stage-1.**

3.13. Intending Applicants are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their bids. Submission of a bid by an Applicant implies that he/she has read this notice and all other contract documents and has made himself/herself 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 work.

- 3.14. IISER PUNE reserves its right to reject any or all the prospective Applications/ bids without assigning any reason thereof and to restrict the list of qualified Applicant to any number deemed suitable by it, if too many bids/applications satisfying the laid down criteria are received.
- 3.15. The applicant should submit the details of similar projects/ works completed by him/them in the prescribed Proforma.
- 3.16. The applicant should submit the details of similar projects/works in his/their hand and in progress in the prescribed Proforma.
- 3.20 The applicant who gets shortlisted in the Stage-1 will have to submit the original documents in the form of certified true copies to the office of the Director IISER PUNE for verification within 7 days of intimation of shortlisting.
- 3.21 It is hereby declared that the Indian Institute of Science Education and Research, PUNE is committed to follow the principle of transparency, equity and competitiveness in public procurement.
- 3.22 The subject Notice Inviting EOI is an invitation to offer made on the condition that the successful Applicant will sign the Integrity Agreement (Format attached with EOI), which is an integral part of tender/bid documents, failing which the tenderer/ Applicant will stand disqualified from the tendering process and the bid submitted by the Applicant would be summarily rejected.
- The bid submitted shall become invalid if:
- 3.22.1 The Applicant is found ineligible.
- 3.22.2 The Applicant does not upload scan copies of all the documents as stipulated in the bid Document including the undertaking about deposition of EMD at **Stage-II-Technical Bid**.
- 3.22.3 Bids on which any of the prescribed conditions is not fulfilled or any condition including that of conditional rebate is put forth by the Applicant.
- 3.22.4 The Applicant hides any material facts and furnishes false information and details.
- 3.22.5 The Applicant not complied with any of the EOI Document conditions.
- 3.22.6 In case any discrepancy is noticed between copies of the uploaded documents on e-portal and the Hard copies of the same submitted physically/by post to the office of the Director, IISER PUNE, then the bid submitted shall become invalid. Further, the Applicant shall not be allowed to participate / tender for any of the works in IISER Pune.
- 3.22.7 If the EOI Document is not uploaded by the Applicant on or before the last date and time of uploading the bid document on e-portal specified in the EOI.

### 3.24.1 Pre-bid meeting

A pre-bid meeting will be held on **22/9/2022 at 11 00** hours at the office of **The Director, IISER Pune, Board Room, Directorate Office area, Ground Floor, Main Building, IISER Pune Campus, Pashan Pune – 411008 Ph. (020) 25908001** to clarify the issues and to answer questions on any matter that may be raised at that stage.

3.24.2 The Applicant or his officially authorized representative is invited to attend a pre-bid meeting, which will take place as referred in clause 3.23 of EOI. Applicant/ Applicant representative who wish to attend Pre-bid meeting should carry a valid identity proof certifying his designation with said firm.

3.24.3 The purpose of the meeting is to clarify issues and to answer questions on matters that may be raised at that stage.

3.24.4 The Applicant is requested to submit their questions/ queries/ clarifications by email to reach the Superintending Engineer, IISER Pune before the pre bid meeting date and time. Applicant can send Pre-bid queries on their letter head referring tender number by Speed post on above said address so as to reach IISER Pune on e-mail address [engg@iiserpune.ac.in](mailto:engg@iiserpune.ac.in) and [se@iiserpune.ac.in](mailto:se@iiserpune.ac.in) before **up to 10 00 Hours on 23 9 2022**.

3.24.5 Minutes of the meeting, including the text of the questions and the responses given will be Uploaded on e-portal. Any modification of the EOI which may become necessary as a result of the pre-bid meeting shall be made by the IISER, Pune and shall form part of EOI.

### 3.25 Bid Security/Earnest Money Deposit (EMD)

3.25.1 Bid Security/EMD amounting to Rs. 21,80,000/- (Rupees Twenty-One Lakhs Eighty Thousand Only) shall be deposited in **IISER PUNE Bank account** through net banking as detailed below failing which the bid will be declared non responsive. GST number along with the payment receipt is mandatory.

a) 100% EMD amount can be deposited in **IISER PUNE Bank account** through net banking as detailed below.

**Name-IISER PUNE**

**Bank-State Bank of India**

**Branch-NCL Campus Branch, PUNE 411008**

**Current A/c No. 30042605732**

**IFSC-SBIN0003552**

b) A part of earnest money is acceptable in the form of bank guarantee also.  
In such case, **50% of earnest money or Rs. 20 lakhs, whichever is less,**



will have to be deposited in shape prescribed above and balance in shape of irrevocable Bank Guarantee from a Scheduled Bank and shall be valid 120 days from the last date of receipt of bid as per standard proforma attached.

Scanned copy of the net banking transaction receipt towards payment of tender fee shall be uploaded on the e-tendering website within the period of bid submission failing which the bid will be declared non responsive.

**3.25.2** Bid Security/EMD of unsuccessful Bidders will be returned to them within 90 days from the date of acceptance of bid of the successful Bidder if more than one Consultant shortlisted by **Jury**. Bidders shall send application with cancel cheque/Bank Name-Account Number-IFSC code of depositing firm on opening of commercial bids. No interest is payable on EMD.

**3.25.3** The Bid Security may be forfeited, if

- a) The Bidder withdraws / modifies his bid or any item thereof after opening of bid. 50% EMD to be forfeited barring participation in further bidding process.
- b) The successful Bidder fails within the specified time limit to commence the work.
- c) Stage-III shortlisted Architect to whom work is awarded, whose Design is accepted will be required to furnish Performance guarantee of 5% (Five Percent) of the **Proposed Consultancy Fees** amount within the period specified in Schedule.

This guarantee shall be in accordance with the prescribed form. In case the Architect Consultant fails to deposit the said performance guarantee within the period as indicated in Schedule 'C'. including the extended period if any, the Earnest Money deposited by the Consultant shall be forfeited automatically without any notice to the Architect Consultant and without prejudice to any other right or remedy.

**3.25.4** The Earnest Money deposited along with tender shall be returned after receiving the aforesaid performance guarantee. The earnest money deposited along with bid shall be returned after receiving the aforesaid performance guarantee.

The Architect Consultant whose Design is accepted will also be required to furnish either copy of the applicable Licenses/Registrations or proof of applying for obtaining associated licenses and registrations with statutory bodies and also ensure the compliance of aforesaid provisions by the sub-Consultants, if any engaged by the Principle Architect for the said work and program chart (Time and Progress) within the period specified in Schedule.

**3.25.5** If the Principle Architect Consultant fails to associate Sub-consultant/Proof Checking Institutes / Liaoning agency for Design , detailing , proof checking , statutory compliances for structural , interior , laboratory interior, Electrical and Mechanical (E&M) services, firefighting & lift component of work within prescribed time or furnishes incomplete details or furnishes details of ineligible agencies even after the due opportunity, the entire scope of such component of works shall be withdrawn from the tender and the same shall be got executed by the Engineer-in-Charge at the risk and cost of the Principle Architect Consultant.

## SECTION - I



## 2: Project brief:

### 2.1 Background and Location

INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH PUNE (IISER PUNE) is the IISER out of others at located at Mohali (Punjab), Bhopal (M.P.), Kolkata (WB), Tiruvantpuram (Kerala), Tirupati (Andra Pradesh), Bharampur (Orissa) being set up by the Ministry of Education, Government of India and started functioning from the Main Campus from Academic year 2014-15. IISER PUNE campus located at Pashan area about 2 KM from Pune University and approx. 6 Km from Pune Station.

**For details about the Institute please visit the website [www.IISER Pune.ac.in](http://www.IISER Pune.ac.in)**

IISER Pune campus is 98 acers of existing campus, out of which 50 acres of land is proposed for further development at a scenic location at Pashan.

#### VISION:

2.2.1. Proposed permanent campus of IISER Pune will be developed as a fully residential educational campus in Phases with a master plan for future expansion plan for both academic as well as residential.

Initially academic campus shall cater to about 3000 students in different academic streams and this figure may increase as and when new programmers are started. As per the approved norms the Institute shall have faculty strength of about 200 and admin staff of about 220 Nos. Taking into account staff family and other support staff the campus shall cater to about 4000 persons.

It is envisaged when fully developed in subsequent Phases, the campus shall have a student and research fellow of about 4000 to 5000 and thus Institute shall have a campus community of about 10000 people by the end of 20 years.

2.2.3. IISER PUNE is desirous of meeting its academic mission in a manner that is socially, economically and environmentally sustainable.

2.2.4. To realize this, and to provide a compelling model for future communities, the campus of IISER PUNE is to be developed as a "Sustainable-Intelligent-Environment Friendly Campus". Additionally, the campus is intended to serve its students and the larger campus community as a "Living Laboratory", its purpose being to demonstrate, embed, explore, invent, research and refine systems, devices and technology.

2.2.5. As an eco-campus, sustainability and environmental sensitivity shall be emphasized at all levels. The design will keep in consideration, to the extent possible use of available natural resources for renewable energy. This eco-campus shall function 24x7, 365 days of the year. In addition to a Green Zone to be set apart as an urban forest, part of the campus is intended to be ecologically developed, nurtured and utilized for a wide range of activities, including meditation zone, horticulture, floriculture, fruit orchards, herbs and medicinal plants, tai chi, open exercise

space etc.

2.2.6. Wherever required, possible and feasible, solar panels, micro wind turbines and other such renewable energy sources shall be used to cater to the basic needs of the community not only taking it "off the grid" but, perhaps, reversing the direction of the resource flow.

2.2.7. The Institute expects to be a "sustainable-intelligent-environment friendly campus" connected through a scalable, smart network built for superior performance and ability to adjust to future changes in handling and operability.

2.2.8. The final goal is to have a campus that is "net zero waste" and "100% waste water recirculation", thus reaching full range self-sufficiency at the end of the project period. These will be based on global best-practices and technologies, including respect for local constraints, resources and skills, and the requirements of the Government of India's procurement systems.

2.2.9. IISER Pune Campus shall be designed as Five Star Rated campus.

## 2.2 PROJECT OBJECTIVE:

"To build a Green, sustainable Campus with infrastructures, state of art academic teaching and research facilities, ambience conducive for achievement of the Vision and surpass successively."

### 2.3 Brief details of Site:

The Institute campus of INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH PUNE is to be developed in an area of land measuring about 98 acres at Pashan area about 2 Km from Pune University and about 7 km from Pune Station.

Topography of the site is almost even and soil strata is hard soil and portion of it is having surface rock. The plot area is mostly free from trees.

## 2.4 BRIEF REQUIREMENTS:

Facilities proposed to be planned and developed in the permanent campus under Phase-1

**Facilities Approximate Built-up area is 50,000 sqm in plan of 5 years.**

**1. Academic Zone Buildings:** Student's Hostels, Residential, Buildings, etc.

The Applicant who gets shortlisted in the **STAGE-1 "EOI"** will be allowed to see, inspect and peruse the copies of sketch plan of site, reports of surveys of site which are available with IISER PUNE during the office hours after obtaining prior permission from the Director of IISER PUNE. The copies of sketch plan of site, reports of surveys of site which are available with IISER PUNE will be displayed in the office of the Director IISER PUNE for this purpose. The Applicant/ Consultant(s) has to verify and assess the details himself/ themselves for its completeness, accuracy and correctness, and also the actual contours, features, services and facilities available at site and collect the missing details and carrying out such and other as well as further surveys and investigations as may be required for carrying out the assigned work and collect necessary

details and information etc., of his/ their own and at his/their own cost and risk.

## 2.5 BRIEF SCOPE OF WORK

Preparation of master plan & Architectural and Structural Design consultancy services shall consist of the following:

2.6.1: Broad Scope of Services for Preparation of Campus Master Plan, Architectural and structural designing of the buildings.

i) Preparation of Detailed Master-plan and layout of the whole campus indicating allocation of areas and spaces, zoning, and showing layout of roads, entrance arch & gate and reception, all the proposed buildings, structures including sports, recreation and common facilities, infrastructures, utilities, bulk services (civil& elect) and bulk developments ( civil & elect), landscaping etc. under Phase-1 and also making provision in the scope of master plan and design for the likely future growth and development of campus in phases over a period of 20 to 50 years and;

ii) In order to realize this vision of a sustainable eco-campus development, IISER PUNE intends to develop a Campus Master Plan after examining the carrying capacity of the land available and ecological analysis. The applicant will be required to prepare a need assessment study during RFD (REQUEST FOR DESIGN) process. The Campus Master Plan will consider incorporating the following, but not limited to:

- a) Provide sustainability policies to promote sustainable design and operation of campus functions;
- b) Maximize the potential of the site;
- c) Minimize the energy and resource consumption;
- d) Use environment-friendly products and materials;
- e) Enhance indoor environmental quality;
- f) Statutory compliances and permissions from allied bodies
- g) GFC

Optimize operational and maintenance practices;

h) Suggest a strategy wherein the performance of all of the above (and, perhaps, any others) can be continuously monitored and evaluated.

2.6.2. The Design must meet the best practices / standards / provisions as applicable to ecologically-sustainable design in arid and semi-arid geo-climatic conditions, and which result in the efficient use of energy, water and other natural resources.

2.6.3. Sustainability initiatives should be performance-based and must be design such that they can be continuously monitored to ensure that they provide good value for investments.

2.6.4. The Design must propose water-sensitive design that uses the complete water cycle. It must also promote the use of waste products to satisfy energy and material resource needs. The ecosystems and the scale on which they would deliver the services, must be mandated, at the Master Plan level.

2.6.5. As a corollary to the above expectations, the Design shall need to propose a site development plan, with a long-term biodiversity and land health management plan, besides land zoning, land cover and land-use plan for massing the various functional areas. These include, but are not limited to, built spaces and their interconnections viz. instructional facilities, libraries and museums, research labs and workshops, auditoria, housing and hostels, playing fields, walking trails and jogging tracks, indoor sports facilities, swimming pool, recreation facilities, parks and community greens (including vegetable & fruit gardens and similar agro-forestry systems), community facilities, health center, institutional and student support services, etc.

2.6.6. The Design shall be a comprehensive referral document for sustainable development of infrastructure and buildings as are required to full fill the academic mission of the Institute. This plan must provide orientation, guidance and inspiration, to all stakeholders for all times to come.

2.6.7 The Architect shall also need to propose an Infrastructure and Services Plan for transport systems including circulation and parking; ecological services including water, water harvesting systems, waste water and recycling, waste water agro-systems, drainage and conjoint surface and ground water management, solid waste management and recycling, soil conservation and improvement; climate control using passive and active systems; energy systems, waste to energy systems and all necessary low voltage systems and networks that may be required for the development and functioning of such campus.

2.6.8. The Design shall need to propose a flexible/ modular information and communication 'Smart Network' architecture which would facilitate adding more (or reallocating existing) resources. The Smart Network's primary goal shall be to deliver information to IISERs, where and when it is needed. This information shall include voice, plain text, rich text, graphics and images, for the near future. In the long term, the network may exist as an extremely large scale network with diverse traffic characteristics connecting human IISERs and non-human devices everywhere on the campus (home appliances, scientific devices, communications devices, wearable computers, small devices and autonomous devices) with other similar external domains. The Campus Master Plan must arrive at an urban form, density and development guidelines that reduce the adverse impacts of dependence on fossil fuels, and provides for photosynthetic spaces (as part of green infrastructure development) to expand renewable sources of energy. Further, the urban form must be suitable for hot, arid climatic conditions.

2.6.9. The Design will propose planning and development phases as per the suggested strength of students and staff and long term development horizon of 40-50 years. These shall include campus-level and zone-wise architectural, landscape and services guidelines; architectural and landscape design goals and strategic framework for development, sustainability, alternative energy, materials and finishes, site elements and site furniture, exterior lighting, signage & way-finding, engineering and allied services, real- estate future use policy and management procedures

that strive to maintain the commitment to integrated sustainability throughout the process of design, development and operation.

**2.6.10 Broad Scope of Services for Architectural Design of Buildings and its comprehensive services:**

**a) Buildings:**

- i) Admin Building
- j) Students Residential Complex: Student hostels for Boys, Girls, Married Accommodation for Research scholars,
- iii) Staff Residential Complex: Residential facility for faculty, officers & staff of the Institute.

2.6.11 The Buildings should abide by the basic three dimensional configurations of facilities on the site, including land-based planning, pedestrian and traffic planning, open space planning, skyline guidelines, and layout, size and massing of major buildings finalized in the Master Plan.

2.6.12. The building should be designed with the concept of "Sustainable-intelligent- Environment Friendly Campus" as these shall be the building blocks of the campus.

2.6.13. The buildings should be in conformity with the eco and green building philosophy. The building should comply with GRIHA - 5 star requirements. The consultant firm is to obtain GRIHA rating from appropriate authorities.

2.6.14. While planning, prevailing Local/State/District/Corporation/Municipal Bye-laws etc. should be strictly followed including the Floor Area Ratio (FAR) and height stipulation, etc. It is desirable to use maximum permissible FAR. It is to bring to the notice of the consulting firms that every relaxation/ modification issued by the Local or Town planning Authority for permitting additional coverage etc. should be fully utilized while planning the scheme. Further, the buildings should comply with stipulations of codes like National Building Code, etc.

2.6.15. The exterior finish of the buildings should be in line and compliment the design theme finalized in the Campus Master Plan, which would preferably be maintenance free and the same time be able to use locally available construction materials in order to economize on the cost of the work.

2.6.16. In general, the buildings should be aesthetically sound, prudent circulation area, having pleasing effect, aesthetic look, disable friendly, cost effectiveness, allowing efficient use of natural light, having minimum footprint, building like administrative block should allow modular/ phased development. Buildings should be sensitive and responsive to local cultural, historic and architectural precedents of Maharashtra

2.6.17 Construction agency for the project will be appointed separately by IISER PUNE. The architectural consultant shall provide all necessary drawings, details within his scope of work as required to the construction agency for smooth execution of the project.

2.6.18 Finally selected architectural and structural consultant shall have to get the environmental Impact Assessment and Ecological Studies done from the external Applicant duly got approved from IISER Pune.

2.6.19 Before structural designing of the buildings, soil exploration of the soil strata is required to be got conducted from the approved specialized agency duly approved by IISER Pune by the architectural and structural consultant at his cost.



2.6.20 IISER Pune reserve the right to assign the architectural and structural designing of building as per the requirement of the Institute. Architectural consultant shall provide the architectural, structural services for the assign buildings only.

## 2.6 BUDGET:

Approximate total estimated Budget cost for the proposed Infrastructure of permanent campus over a period of five to seven years will be about **Rs. 200 Cr. (Approx.)** The estimated budget cost of the project mentioned above is only as rough guide for guidance and actual budget and estimated cost may vary. IISER PUNE reserves its right to vary the estimated cost and Budget of the project at its sole discretion.

## 2.7 Estimated Time period:

Estimated Time period for completion of all the proposed Infrastructure, buildings and services of Permanent campus shall be about **Five years (may vary based on approvals from competent authorities) from the date of acceptance of bids.**

IISER PUNE plan to shift its functioning completely to the permanent campus from the beginning of Academic year 2024-25 in phase-wise manner.

Priority and phasing of planning and construction will be decided by IISER Pune.

## 2.8 Mode of Invitation & Submission of Bids [EOI]:

### 2.9.1 Method of submission EOI:

This EOI contains two envelops to be filled by the Applicant on E-procurement portal,

**Envelop One** shall be related to EMD. Scanned copy of the net banking transaction receipt towards payment EMD shall be uploaded on the e-tendering website within the period of bid submission failing which the bid will be declared non responsive.

**Envelop Two** shall be related to Technical Documents, applicant's credentials as per EOI clauses, Design Details. Scanned copy of the details as per check list, experience certificates, turn over, Design Details in the scanned and PDF format to be uploaded by the Applicant.

Scan copies of the required documents as per EOI including all eligibility documents shall be uploaded on e-portal <https://eprocure.gov.in/eprocure/app> or before the last date of uploading the EOI .

In stage-II if required , hard copies of the uploaded documents 'Expression of Interest Document' along with Certified true copies of Registration with Council of Architects, Certificates of Work experience of similar works and other documents as specified in the invitation of bid shall be placed

in sealed envelope super-scribed with the name of work after each and every pages of EOI duly signed by the Applicant shall be submitted in sealed condition to the office of the **Director IISER PUNE** for verification within 7days of intimation of his/her/their shortlisting based on the demand by the Institute. The intending Applicant should submit his/their bid only if she/he/they consider(s) himself/themselves eligible and she/he/they is/are in possession of all the documents required.

## **SECTION-II**

### **GENERAL INFORMATION & INSTRUCTION FOR APPLICANT**

#### **3.0 GENERAL:**

- 3.1 Letter of transmittal and forms for deciding eligibility are given in Section III.
- 3.2 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 are not applicable in case of the Applicant, it should be stated as "not applicable".
- 3.3 The Applicant 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 Applicant being summarily disqualified. Bids made/ received by email or Fax and those received late will not be entertained.
- 3.4 Scanned Overwritten documents 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 the Applicant. It should be submitted as a package with signed letter of transmittal.
- 3.5 References, information and certificates from the respective clients certifying suitability, technical knowledge or capability of the Applicant should be signed by Head of the Department/Organization or his duly authorized representative of an officer not below the rank of Executive Engineer or equivalent.
- 3.6 The Applicant should not have been blacklisted or debarred by any State/Central Department or PSU or Autonomous bodies. The applicant must submit a duly notarized affidavit to this effect in Form 'I' as specified in under Section III and the same shall be submitted along with Bid at the time of submission of EOI cum EB. Applications received without this declaration in original shall stand automatically rejected.
- 3.7 The Applicant may furnish any additional information which he/she/they think(s)



necessary to establish his/her/their capabilities to successfully complete the envisaged work. The Applicant is, however, advised not to furnish superfluous information. No information shall be entertained after opening of EOI s unless it is called for by the Director IISER Pune.

**3.8** After opening of the EOI, IISER Pune shall prepare a list of deficiencies found in the bids of each Applicant vis-a-vis requirements as per EOI and send the lists to individual Applicant by Speed Post/e-mail with a request to furnish required documents within Seven **(7) days** of receipt, failing which it will be presumed that they do not have any further documents to furnish and decision on bids will be taken accordingly.

**3.9** Any information furnished by the Applicant if found to be incorrect either immediately or at a later date, it would render him liable to be debarred from tendering/ taking up of work in IISER Pune. If such Applicant happens to be enlisted consultant or in the approved list of Applicant/ consultants of any class in any of the NITs, Organizations or Department of Govt, of India, the fact will be reported to them for necessary action to remove his/their name from the enlistment/approved list.

### **3.10 DEFINITIONS**

For the purpose of this Agreement, the following words and expressions shall have the meaning hereby assigned to them except where the context requires otherwise.

3.10.1 "Director" means the Director of IISER Pune

3.10.2 "Registrar " means the Registrar of IISER Pune

3.10.3 "Engineer-in-Charge" shall mean the Engineering Officer who shall supervise & be in charge of the work.

3.10.4 "Consultant" shall mean the individual, firm or company, whether incorporated or not, undertaking the architectural consultancy work 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.

3.10.5 The "Client" shall mean the IISER Pune.

3.10.6 "Approval" shall mean approval granted by the Director/ Director, IISER Pune in writing or accepted by him for incorporation in the works/offer.

3.10.7 "Consultant" shall mean a person/firm/company engaged by the Director IISER Pune for executing the works.

3.10.8 "Proof Consultant" shall mean a reputed firm/ Institution like IITs/ NITs/Govt Engg. College engaged by the Consultant or IISER Pune as the case may be for undertaking independent

proof checking/ vetting of drawings and designs etc. carried out by the consultant.

3.10.9 "Institute"/IISER Pune means IISER Pune which invites tenders/ bids unless otherwise specified.

3.10.10 "Sub Consultant" means an Individual or a Firm specialized in other correlated fields.

3.10.11 "Employer" means the Director IISER Pune, acting through the Director, IISER Pune.

3.10.12 "Applicant" (including the term 'tenderer', 'consultant', bidder") means any eligible person/individual, proprietary firm, firm in partnership, Joint venture, limited company private or public or corporation, should be of an Architect/Planner/ Architectural Consultant registered with Council of Architects of India, who submits the bid.

3.10.13 "Year" means "financial year" unless stated otherwise

3.10.14 "IISER Pune" Indian Institute of Science Education and Research Pune /represented by designated authority appointed by Director IISER Pune/  
Director IISER Pune.

3.10.15 "e-Procurement" means use of Information and communication Technology (ICT) in conducting the procurement process with bidders for acquisition of consultancy services/proposals with an aim of open and efficient procurement through transparent procedures.

3.10.16 "Bid" (Including term 'tender', 'Offer', 'application' or 'proposal' in certain contexts) means an offer to supply services made in accordance with the terms and conditions set out in this document inviting offers.

3.10.17 "Consultancy services" covers a range of services that are of advisory or professional nature and are provided by the consultant.

3.10.18 "Competent Authority" means the Officer(s) who finally approves the decision

### 3.11 METHOD OF APPLICATION:

3.11.1 The Applicant should sign each page of the Bid documents. Overwriting should be avoided. Correction, if any, should be made by neatly crossing out, writing and initialing with date.

3.11.2 If the Applicant is an individual, the application shall be signed by him above his full type written name and current address.

3.11.3 If the Applicant is a proprietary firm, the application shall be signed by the proprietor above his full type written name and the full name of his firm with its current address.

3.11.4 If the Applicant 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 also be submitted. In both cases a certified copy of the partnership deed and current address of all the partners of the firm should accompany the application.

**3.11.5** Scanned copies of all the required eligibility documents shall be uploaded by the applicant on the <https://eprocure.gov.in/eprocure/app>

**3.12 FINAL DECISION MAKING AUTHORITY**

IISER Pune reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time, without assigning any reason or incurring any liability to the Applicant.

**3.13 PARTICULARS PROVISIONAL**

The particulars of the work given in Section-1 are provisional. They are liable to change and must be considered only as advance information to assist the Applicant.

**3.14 SITE VISIT**

The Applicant is advised to visit the site at his own cost, and examine it and its surroundings, to himself collect all information that he considers necessary for proper assessment of the prospective assignment. The Applicant should be familiar and thorough with local /statutory /mandatory byelaws, Acts, rules and orders applicable to the proposed project work and to be complied and satisfied with.

## **SECTION –III**

### **4) METHODOLOGY & PROCEDURE OF SELECTION OF ARCHITECTURAL CONSULTANT STAGE-1**

- 4.1.1 **Expression of Interest** s received are checked for satisfying initial eligibility criteria and thereafter the eligible Applicant are evaluated and shortlisted based on the evaluation criteria of **Stage-1 specified in EOI under Clause 5: "EVALUATION AND SELECTION CRITERIA"**. To become eligible for being shortlisted for **Stage-II- DPC (Design Presentation) participation**, an applicant must secure minimum Sixty Percent (60%) of the marks in each of the Evaluation Criteria defined under **Clause 5.1 (i.e. A (I), B (I), (ii), (iii) & C (I), (ii))** and total Seventy Percent (70%) marks in aggregate.
- 4.1.2 The Technical committee appointed by the Director, IISER Pune shall evaluate the EOI submitted by the Applicant based on the evaluation and selection criteria defined under Clause 5 of **Stage -I EOI**.
- 4.1.3 IISER Pune reserve the right to restrict the list of shortlisted applicants to any number deemed suitable by it (not less than three numbers and maximum six numbers in case the number of eligible applicants are more than six) based on the top highest gross marks obtained in the EOI evaluation.
- 4.1.4 Conditional submission shall reject applicant from the selection process.

### **4.2 STAGE-II:**

- i) **Eligible and shortlisted applicants under Stage -I process shall be invited to participate in Stage-II of bidding process of design and presentation. REQUEST FOR DESIGN (RFD) Document will be issued only to eligible and shortlisted Applicants under STAGE-1 and Designs shall be invited together with acknowledgement of tender conditions, EMD and payment terms consent from applicants.**
- ii) **The amount of EMD, the form and the due date for submission EMD will be specified in the Vol-2 document. Details with regard to this stage II shall be provided in the document to be issued later only to the shortlisted applicants under Stage-1 invited for participation in Stage-II process.**

**A brief outline is given below.**

Technical Proposals shall be as per details given in the **RFD**. These shall include drawings, sketches, diagrams, models and other information that can concisely and yet comprehensively explain the applicant's design philosophy, concept and approach proposed for developing the Sustainable-Intelligent-Environment Friendly Campus of IISER Pune.

- 4.3 In **Stage II**, Shortlisted Applicants/participants from **Stage -I process**, shall submit detailed proposals supported by scaled drawings, presentations giving three dimensional visualizations, technological proposals, costs involved, timelines and deliverables etc. duly supported by data. The details of documents, drawings, report and the procedure for their submission and other requirements of this stage shall be given in the RFD document.

- 4.4 **Stage II applicants/participants** for Master Plan of the Campus shall submit the Design

Proposal (land use zoning, urban form, ecological plan, etc.) for the as per RFD for Design and engineering philosophy for Allied services and the proposed framework for its implementation, monitoring and evaluation and for **Buildings design** shall provide the schematic architectural design of important buildings, the architectural principles and finishes proposed, etc.

4.5 The **Jury** to be appointed by the Director, IISER Pune. **The Jury will decide the detailed criteria for the evaluation & award of marks, evaluate design proposals, award them marks.**

4.6 Final selection of the consultant for the project will be decided by the Jury based on the evaluation criteria and design proposals.

4.7 **Stage -III** Selected Participant shall be awarded work and Architectural consultancy fees of 5% shall be paid as per **the norms of Council of Architecture.**

4.8 The bids submitted for the design and proposals of all the participants participating in the bidding process shall lie with IISER Pune. There shall not be any copy right on the submitted designs/proposals and IISER Pune reserves the right to make use of any/part of design/information available in the RFD (REQUEST FOR DESIGN) without any permission or liability/obligation/cost to the applicants.

**Design Presentation Proposal shall be submitted as per detailed below:**

i) **Architectural Design of Buildings:** It should provide a broad idea of

Applicants to submit designs for,

1. Administrative Building G+5 – 10,000 Sqm
2. Hostel G+13 – 25,000 sqm
3. Residential Housing G+12 – 15,000 sqm
4. Allied master plan locating above buildings

Online / Offline Submission shall broadly consist of

- Schematic architectural design of important buildings in various zones, their Architectural principles, vocabulary, etc. proposed.
- Innovative approach in design
- Conformity of building to GRIHA norms
- Energy Efficient features

4.9 Participants of **Stage II process**, whose technical proposals gaining marks more than 80% are found complying the terms and conditions of **RFD** by the **Jury** on the basis of the requirements

outlined in RFD (REQUEST FOR DESIGN) document will be eligible for **Honorarium of Rs. 50,000/- (Rs Fifty thousand)**.

4.10 Technical proposals shall be evaluated by a **Jury** to be appointed by the Director, IISER Pune.

### **Stage III**

In **Stage III**, Shortlisted Applicants/participants from **Stage -II process** shall be awarded work with **Letter of Award (LOA)/Letter of Intent (LOI)**

4.11 **Stage -II qualified** Applicant for whom work is to awarded shall submit signed copy of Terms and Conditions of Contact, Payment terms, stage of payment and shall acknowledge Fees as per **Council of Architect Norms** for payment of Architectural Consultancy Fees as per **Scale of Charges** which is **5%** on the assigned value of works.

4.12 EOI document, letters issued by the Institute, GCC, payment terms and all submission of applicant shall form part of the contract.

4.13 Conditional submission shall reject applicant from the selection process.



## EVALUATION AND SELECTION CRITERIA

### 5.1 Evaluation Criteria for Stage –I

Attribute Sr NO	Criteria	Each Attribute Maximum marks	Marks awarded
A	<b>Organizational strength of the applicant ( Total maximum marks)</b>	<b>30</b>	
(i)	<b>Professionally Qualified Staff in following categories with maximum marks in each category:</b> i) Campus/Master Planning - Maximum 3 marks ii) Architectural- Maximum 3 marks iii) Civil/Structural Engineers Maximum 3 marks iv) MEP/Public Health Engineering Maximum 3 marks Electrical Experts Maximum 3 marks vi) HVAC/Mechanical Experts Maximum 3 marks vii) IT Experts/BAMS Maximum 3 marks viii) Fire-fighting experts/Engineering Maximum 3 marks ix) Landscaping experts Maximum 3 marks x) <b>Lab designing expert</b> having experience in design of Science and advance Research Labs, cleanrooms Maximum 3 marks <b>Note:</b> a) 1 Mark for each in-house graduate professional and ½ mark for each outsource graduate professional with five-year experience Extra ½ mark for each 5 years' experience or part thereof for more than initial five years of experience c) Extra ½ mark for each postgraduate professional maximum marks Maximum total marks from (i) to ( X) 30 marks	30	
B	<b>Experience of work (Total maximum marks)</b>	<b>50</b>	
(I)	<b>Recognition in planning &amp; design, design execution of similar projects</b>  I) National Awards won for Planning, Aesthetic and Innovation in Design / Works ( any time)- each work	20	



	<p>2 marks and max Marks 4</p> <p>ii) International Awards won for Planning, Aesthetic and Innovation in Design / Works (any time)- each work 3 marks and Max Marks 6</p> <p>iii) Three Star GRIHA/Silver LEED certified works - each work 2 marks and Maximum Marks 6</p> <p>iv) Four Star GRIHA/Gold LEED certified works - each work 2 marks and Max Marks 8</p> <p>v) Five Star GRIHA/Platinum LEED certified works - each work 2 marks Max Marks 8</p> <p>vi) Planning MEP Services of similar works- each work 2 marks and Max Marks 4</p> <p>vii) Planning Landscaping works minimum plot size 100 acres and more- each work 2 marks and Max Marks 4</p> <p><b>Note:</b></p> <p>1. For si. no (i) &amp; (ii) The award should be either from recognized registered professional bodies/ institutions or from Government (Department / Institutions/ Organization). Maximum total marks from SI No (i) to (vii) 20 marks</p>		
(ii)	<p>Experience in Planning &amp; Design of building of National importance /signature building, etc. (i.e. Buildings of IITs, NITs, IISERs, IIMs, Central/State University campuses, Research institutions, Central and state Secretariat complexes, Software Technologies Parks, War/Peace memorials)</p> <p>Note: 5 marks for each work and maximum of 10 marks.</p>	10	
(iii)	<p><b>Experience of doing Master plan and buildings of campus having area Master Plan:</b></p> <p>i) Land area above 20 acres and up to 100 acres (2 marks for each project subject to max of 6 marks).</p> <p>ii) Land area between above 100 acre and up to 200 acre (3 marks for each project subject to max of 9 marks).</p>	20	

	<p>Land area above 200 acres (6 marks for each project subject to max of 12 marks).</p> <p><b>Buildings built up plinth area:</b></p> <p>Similar works buildings with built up plinth area not less than 40, 000 sqm (2 marks for each project subject to max of 6 marks).</p> <p>Similar works building with built up plinth area not less than 60,000 sqm (3 marks for each project subject to max of 9 marks).</p> <p>Similar works buildings with built up plinth area not less than 75,000sqm (6 marks for each project subject to max of 12 marks).</p> <p><b>Total maximum marks from (i) to (vi) shall be restricted to maximum 20 marks</b></p>		
c	<b>Financial Strength and performance on works.</b>	<b>20</b>	
(i)	<p>Gross Average Financial turnover in last three years</p> <p>(a) up to Rs2.5 Crore - 5 Marks</p> <p>(b) Beyond Rs2.5 Crore - 1 Mark for every additional Rs. 1 cr (or part thereof) subject to a maximum of 5 marks.</p> <p>Total maximum marks Under (a +b) 10 marks</p>	10	
(ii)	<p>Performance on completed works as evaluated by Clients:</p> <p>a) Quality of services</p> <p>b) Organizational strength, management and adherence to delivery in time</p> <p>c) Technical proficiency in detailing &amp; compliances with standard, rules and bye laws in planning.</p> <p>d) Resourcefulness</p> <p>e) General behavior Outstanding-2 marks</p> <p>Very good-1.50 mark Good 1 mark</p> <p>Fair - 0 mark</p> <p>In case of more than one work average of marks scored shall be taken in to account.</p> <p>Total maximum marks for a+b+c+d+e shall be 10 marks.</p>	10	
	Total Maximum aggregate Marks (A +B+ C)i.e. 30+50+20=100	<b>100</b>	

## 5.2 Evaluation Guidelines for Shortlisting

- 5.2.1 Sufficient information and valid proof for each parameter/factor assigned for calculating the marks in the evaluation criteria shall be submitted.
- 5.2.2 If sufficient information and valid proof is not available for any parameter/factor/ criteria during evaluation, 0 marks shall be assigned to that parameter/factor/ criteria.
- 5.2.3 Projects/ works in progress will not be considered for Evaluation.
- 5.2.4 The completed work will qualify for consideration of evaluation only if the performance grade given in Form-E is at least "Good" for all the criteria specified in the form.
- 5.2.5 To become eligible for **Stage-II- RFD (REQUEST FOR DESIGN) Applicant** must secure at least **Sixty percent marks** in each attribute (i.e. 5.1- A(i), B (i), (ii), (iii) & C (i), (ii)) and **Seventy percent marks in aggregate**. IISER Pune, however, reserves the right to restrict the list of short listed Applicant for **Stage-II- RFD (REQUEST FOR DESIGN) out** of technically eligible Applicant to any number deemed suitable by it but not less than six number Applicants based on top highest gross marks obtained in EOI evaluation of bids provided such technically qualified Applicants are more than six numbers.
- 5.2.6 Evaluation of the Applicants for eligibility shall be done by the Technical committee constituted by the Director, Pune. All the eligible similar works executed and submitted by the Applicant may be got inspected by a committee which may consists client or any other authority as decided by the competent authority.
- 5.2.7 The Director, IISER Pune reserves the right to alter the percentage without assigning any reason whatsoever.
- 5.2.8 The marks allotted to various applicants shall be the sole prerogative of the Jury/Expert/ Technical Committee appointed by Director IISER Pune, based on the submitted documents. No explanation and/or justification for any aspect of the evaluation process shall be given; and no communication shall be entertained in this regard.
- 5.2.9 The decision of the Director, IISER Pune shall be final and binding on all. All applicants must provide the information sought in the given format only.
- 5.2.10 Even though an Applicant may satisfy the above requirements, he would be liable for disqualification if he has:
- Made misleading or false representation or deliberately suppressed the information in the forms, statements and enclosures required in the eligibility bid document.
  - Records of poor performance such as abandoning work, not properly completing the contract, or financial failures / weaknesses etc.

## LETTER OF TRANSMITTAL

From: - The Director, IISER Pune.

**Name of Project:** Expression of Interest for procurement of architectural, structural design and comprehensive services design consultancy for establishment of IISER Pune permanent campus at Pune, Maharashtra.

**SH:** Preparation of Master Plan, architectural, structural and comprehensive services.

**EOI No:** 1 /IISER Pune/201

7-18

Having examined the details given in press notice and EOI cum bid eligibility document for the above work, I/We, hereby submit the relevant information.

1. I / We, hereby certify that all the statements made and information supplied in the enclosed form "A" to "I" accompanying statements are true and correct.
2. I / We have furnished all information and details necessary for pre-qualification and have no further pertinent information to supply.
3. I / We submit the requisite certified solvency certificate and authorize the Director/Directors, IISER Pune to approach the Bank issuing the solvency certificate to confirm the correctness thereof. I/We, also authorize Director/Directors, IISER Pune 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 know-how and capability for having successfully completed the following works: -

Name of Work:

Certificate from

Enclosures:

Seal of Applicant Date of Submission

SIGNATURE (S) OF APPLICANT(S)

## FORM-A

### FINANCIAL INFORMATION NAME OF THE FIRM/ CONSULTANT:

1. Financial Analysis - Details to be furnished duly supported by figures in balance sheet / Profit and Loss account for the last three years duly certified by the Chartered Accountant as submitted by the Applicant to the Income - Tax Department (Copies to be attached).

### FINANCIAL YEARS (Figures in Rs. Lakhs)

SR NO	PARTICULARS	2019-20	2020-21	2021-22
1	Gross annual turnover			
2	Profit/ Loss			

2. Financial arrangements for carrying out the proposed work.
3. Solvency Certificate from Bankers of Applicant in the prescribed form "B".

SIGNATURE (S) OF APPLICANT (S)

Signature of Chartered Accountant with Seal

**FORM "B"**

**Summary of Similar work experience certificates completed during the last seven years ending one day before the Last date of submission of EOI**

Name of the Firm / Consultant .....

S No	Name of work	Year of award	Year of completion	Master Plan area	Built-up plinth area	Cost of the project	Certificate issued by
1							
2							
3							
4							
5							
6							

Certified that the above list of work is complete and no similar work has been left out for the eligibility and that the information given is correct to my/our knowledge and belief.

Signature of Applicant (s)

**Cost of the project, consultancy fees amount and duration should be clearly mentioned on the experience certificate from the client. Certificate with incomplete detailing shall be liable for rejection.**

**DETAILS OF ALL WORKS OF SIMILAR CLASS COMPLETED DURING THE LAST SEVEN YEARS ENDING ONE DAY BEFORE THE LAST DATE OF SUBMISSION OF EOI**

**FORM "C"**

Sl. No.	Name of work / project and Location	Owner or sponsoring Organization	Built up area of the building in sqm And area of campus (Master plan) in acres	Cost of the project in (crores)	Total amount received for consultancy services.	Date of award & completion of consultancy work	Litigation/ arbitration pending / in progress with details*	Name and address / telephone no. of officer to whom reference may be made	Details of disputes/ Litigations of National/ International Awards won/ Griha/LEE D certificates/ With details
1	2	3	4	5	6	7	8	9	10
1									
2									

Certified that list of the work is complete and no similar work has been left out for eligibility and that the information given is correct to my/ our knowledge and belief.  
SIGNATURE (S) OF APPLICANT (S)



**FORM "D"**

**PROJECTS UNDER EXECUTION OR AWARDED**

S. No.	Name of work / project and Location	Owner or sponsoring Organization	Cost of the project in (crores)	Built up area of the building In sqm And area of master plan of the campus in acres	Total amount to be received for consultancy services.	Date of award & stipulated completion of consultancy work	Up to date percentage progress of work.	Name and address / telephone no of officer to whom reference may be made.	Details of disputes/ Litigations National/ International / Awards won/ Griha/LEED certificates/ With details
1	2	3	4	5	6	7	8	9	10

Certified that list of the work is complete and no work has been left out and that the information given is correct to my/ our knowledge and belief.  
SIGNATURE (S) OF APPLICANT (S)

**PERFORMANCE REPORT OF WORKS TO BE CONSIDERED FOR ELIGIBILITY IN FORM "C"**

Name of the firm / consultant .....

1. Name of work / Project & Location
2. Agreement No., Project cost & consultancy fee
3. Campus Area in acres:
4. Total Built up plinth area of buildings in sqm
  - a) Built up plinth area of academic buildings
  - b) Built up plinth area of Laboratory buildings
  - c) Built up plinth area of administration buildings
  - d) Built up plinth area of Hostel buildings
  - e) Built up plinth area of Residential buildings
  - f) Built up plinth area of other buildings/ structures
5. Date of Start
6. Date of completion

7. Amount of consultancy fee paid
8. Amount of compensation, if any levied.
9. Whether any litigation / arbitration case pending / in progress in respect of this consultancy work.
10. Performance Report
  - a) Quality of Service outstanding/Very Good/Good/Fair
  - b) Organizational strength & Management of work and adherence to delivery in time outstanding/Very Good/Good/Fair
  - c) Technical Proficiency in detailing & compliance with standards, rules and bye laws in planning outstanding/Very Good/Good/Fair
  - d) Resourcefulness outstanding/Very Good/Good/Fair
  - e) General Behavior outstanding/Very Good/Good/Fair
- 11 Remarks (if any):
- 12 Executive Engineer Or Equivalent Dated with stamp

**STURCTURE AND ORGANISATION**

1. Name and address of the Applicant
  2. Telephone No./Telex No./Fax No.
  3. Legal status of the organization (Attach 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
    - (e) DETAILS ORGANISATION PLACE OF REGISTRATION-
  4. Name, designation & qualification of the lead consultant.
  5. Names and designation of the person(s) employed by the organization shall be submitted in the prescribed Performa attached **(Form -G)**.
  6. Designation of individuals authorized to act for the organization.
  7. Has the Applicant or any constituent partner in case of partnership firm, ever abandoned the awarded work before its completion? If so, give name of the project and reasons for abandonment.
  8. Has the Applicant or any constituent partner in case of partnership firm, ever been debarred/blacklisted for tendering in any organization at any time? If so, give details.
  9. Has the Applicant or any constituent partner in case of partnership firm, ever been convicted by a court of law? If so, give details.
  10. Any other information considered necessary but not included above.
- SIGNATURE (S) OF APPLICANT(S)

**ORGANIZATIONAL STRUCTURE:  
FORM —F2**

1 Name & Address of the applicant with Telephone  
No./Fax No./Email ID

2 a. Year of Establishment  
b. Date & Year of commencement of practice

3 No of branch offices

a) Name & designation of Branch head

b) Address of branch office

c) Area of jurisdiction

d) Area of specialization

4 Total No. of professional staff (In house):

Campus/Master Planning Architectural

Civil/Structural Engineers MEP/Public Health Engineering

Electrical Experts HVAC/Mechanical Experts IT Experts/BAMS

Fire-fighting experts/Engineering Landscaping Experts Lab  
designing expert

5 a) No of Subsidiaries/ offices

b) Location & Area of jurisdiction & specialization

6 Address of Main/Branch office of applicant organization  
nearest to Pune and its distance in Km

Signature:

Name: Designation:

Address, Tel No, Mob No, email

**FORM —F3****DETAILS OF SPECIALIST PERSONNEL AVAILABLE**

(in-house &amp; in tie up arrangements are to be furnished separately)

Sr No	Discipline / services	Availability of In-house experts				Availability of Outsource experts			
		Yes /No	Nos of experts	Qualification on Graduate/post graduate	Years of Professional experience	Yes/No	Nos of experts	Qualification on Graduate/post graduate	Years of professional experience
1	Campus/Master Planning								
2	Architectural								
3	Civil/Structural Engineers								
4	MEP/Public Health Engineering								
5	Electrical Experts								
6	H VAC/Mechanical Experts								
7	IT Experts/BAMS								
8	Fire-fighting experts/Engineering								
9	Landscaping experts								
10	Lab designing expert having experience in designing science Labs								

Note: 1. Personnel at SI no. 1 and 2 are in-house (give membership details of professional Institutions). In case the services are outsourced by us I/We undertake full Responsibilities of timely deliveries without deficiencies.

2. In case of Joint Venture the details of Lead Firm should be indicated and Countersigned by the other Partner Firms

Signature

**FORM —F4**  
**Format of Curriculum Vitae (CV) of Key Professionals**

Name .....

Date of Birth..... Nationality: .....

Years with Firm: .....

Membership in Professional Societies:.....

Task/Role to be assigned in this project: .....

Key Qualifications:

[Give an outline of staff member's experience and training relevant to responsibility in context of present assignment. Describe degree of responsibility held by staff member on relevant previous assignment and give dates and location. Use up to half a page]

Education:

[Summarize college/University and other specialized education of staff member, giving names of Institutions, dates attended and degree(s) obtained. Use up to a quarter page]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, name(s) of employing organization(s), title of positions held and location of assignments. For experience in last ten years, also give type of activities performed and client references, where appropriate. Use up to three quarter of a page.]

Certification

I, the undersigned, certify that to the best of my knowledge and belief, these bio-data correctly describe the qualifications and experience of my staff/or collaborators and myself.

Date:

Signature(s) of the Applicant(s) with seal

**DETAILS OF TECHNICAL AND ADMINISTRATIVE PERSONNEL TO BE EMPLOYED FOR THE WORK**

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

SIGNATURE (S) OF APPLICANT (S)

I/We undertake and confirm that I/We have not abandoned any of the work entrusted to me /us nor any of the work entrusted to me/us have been rescinded by any of the Central /State Govt. Departments, Undertakings, Autonomous institutions, Applicant, Societies, Enterprises and Companies during last 7 (seven) years ending previous day of last date of submission of EOI.

1/ We undertake and confirm that eligible similar work(s) has/have not been got executed through another Consultant/consultant on back-to-back basis.

Further that, if such a violation comes to the notice of the Institute then 1/ We shall be debarred for bidding in IISER Pune in future forever. Also if such a violation comes to the notice of the Institute before date of start of work, the Director IISER Pune shall be free to forfeit the entire amount of Earnest Money Deposit and Performance Guarantee amount.

(Notarized affidavit to be furnished at the time of submission of bid)

NOTE: Affidavit to be furnished on a 'Non-Judicial' stamp paper worth Rs.100/-



**FORM 'H'**  
**AFFIDAVIT**

Signature of Applicant(s) or  
an authorized Officer of the firm with stamp  
Signature of Notary with Seal

I/We undertake and confirm that I/We/ our firm/ company/ JV have not been barred or blacklisted by any of the Central /State Govt. Departments, Undertakings, Autonomous bodies, Institutions, Applicant, Societies, Enterprises and Companies during last 7 (seven) years ending previous day of last date of submission of EOI. Further that, if such information comes to the notice of the Institute I/we shall be debarred for bidding in IISER Pune in future forever. Also, if such information comes to the notice of Institute on any day before start of the work, the Director, IISER Pune shall be free to cancel the

agreement and to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee.

(Notarized affidavit to be furnished at the time of submission of bid)

NOTE: Affidavit to be furnished on a 'Non-Judicial' stamp paper worth Rs.100/-

Signature of Applicant(s) or  
an authorized Officer of the firm with stamp  
Signature of Notary with Seal

### **Forwarding letter for Integrity Agreement**

**To,**

The Director,  
Indian Institute of Science Education and Research Pune.

**Name of Project:** Expression of Interest for procurement of architectural, structural design and comprehensive services design consultancy for establishment of IISER Pune permanent campus at Pune, Maharashtra.

SH: Preparation of Master Plan, architectural, structural and comprehensive services.

EOI No: 1 /IISER Pune/2017-18Dear Sir,

I/We acknowledge that IISER is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting EOI is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by IISER. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, IISER shall have unqualified, absolute and unfettered right to disqualify the tenderer/Applicant and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Yours faithfully

(Duly authorized signatory of the Applicant)

**To be signed by the Applicant and the signatory competent / authorized to sign the relevant contract on behalf of IISER Pune**

## INTEGRITY AGREEMENT

This Integrity Agreement is made at .....on this .....day of ..... 20

### BETWEEN

IISER represented through its Director, (Hereinafter referred as the '**Principal/Owner**', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

### AND

(Name and Address of the Individual/firm/Company)  
through ..... (Hereinafter referred to as the (Details of duly authorized signatory)

**"Applicant/Consultant"** and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

#### Preamble

WHEREAS the Principal / Owner has floated the Tender (EOI No ..... )  
(hereinafter

referred to as **"Bid"**) and intends to award, under laid down organizational procedure, contract for

(Name of work)

hereinafter referred to as the **"Contract"**.

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Applicant(s) and Consultant(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as **"Integrity Pact"** or **"Pact"**), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

#### Article 1: Commitment of the Principal/Owner

- 1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - (b) The Principal/Owner will, during the Tender process, treat all Applicant(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Applicant(s) the same information and will not provide to any Applicant(s) confidential / additional information through which the Applicant(s) could obtain an advantage in relation to the Tender process or the Contract execution.
  - (c) The Principal/Owner shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- 2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and

procedures.

## **Article 2: Commitment of the Applicant(s)/Consultant(s)**

- 1) It is required that each Applicant/Consultant (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of **fraud or corruption or Coercion or Collusion** of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- 2) The Applicant(s)/Consultant(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
  - a) The Applicant(s)/Consultant(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
  - b) The Applicant(s)/Consultant(s) will not enter with other Applicant(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
  - c) The Applicant(s)/Consultant(s) will not commit any offence under the relevant IPC/PC Act. Further the Applicant(s)/Contract(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d) The Applicant(s)/Consultant(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly, Applicant(s)/Consultant(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participates in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
  - e) The Applicant(s)/Consultant(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- 3) The Applicant(s)/Consultant(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 4) The Applicant(s)/Consultant(s) will not, directly or through any other person or firm indulge in fraudulent practice **means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.**
- 5) The Applicant(s)/Consultant(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

## **Article 3: Consequences of Breach**

Without prejudice to any rights that may be available to the Principal/Owner under law or the

Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Applicant(s)/Consultant(s) and the Applicant/Consultant accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

1) If the Applicant(s)/Consultant(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days' notice to the Consultant shall have powers to disqualify the Applicant(s)/Consultant(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Applicant/Consultant from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. **Such exclusion may be forever or for a limited period as decided by the Principal/Owner.**

2) **Forfeiture of EM D/Performance Guarantee/SecurityDeposit:** If the Principal/Owner has disqualified the Applicant(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Applicant/Consultant.

3) **Criminal Liability:** If the Principal/Owner obtains knowledge of conduct of an Applicant or Consultant, or of an employee or a representative or an associate of an Applicant or Consultant which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing Applicant for further investigation.

#### 4) **Article 4: Previous Transgression**

- 1) The Applicant declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
- 2) If the Applicant makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Applicant/Consultant as deemed fit by the Principal/Owner.
- 3) If the Applicant/Consultant can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

#### **Article 5: Equal Treatment of all Applicant/Consultants/Sub Consultants**

- 1) The Applicant(s)/Consultant(s) undertake(s) to demand from all sub Consultants a commitment in conformity with this Integrity Pact. The Applicant/Consultant shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Sub Consultants/ sub-vendors.
- 2) The Principal/Owner will enter into Pacts on identical terms as this one with all Applicant and Consultants.
- 3) The Principal/Owner will disqualify Applicant, who do not submit, the duly signed Pact between the Principal/Owner and the Applicant, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

#### **Article 6- Duration of the Pact**

This Pact begins when both the parties have legally signed it. It expires for the Consultant/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other Applicant, till the

Contract has been awarded.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority.

#### **Article 7- Other Provisions**

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is the **Headquarters of the** Principal/Owner, who has floated the Tender.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.
- 3) If the Consultant is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.

- 4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

- 5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this **Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.**

#### **Article 8- LEGAL AND PRIOR RIGHTS**

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

(For and on behalf of Principal/Owner)  
(For and on behalf of Applicant/Consultant)

WITNESSES:

1  
(signature, name and address)  
2 .....

(signature, name and address)

Place: Dated :

**List of documents to be uploaded on e-portal before the last date of uploading the bid specified in the EOI**

- i) Certified true copy of Certificate of Registration with Council of Architecture of India/under Company act 2013 as applicable
- ii) Certificate of Financial Turnover from Chartered Accountant. (Form "A")
- iii) Certificates of Similar Work Experience. (Forms "B" "C", "D")
- iv) Performance on Similar nature of works- (Form "E ")
- v) Details Structure and Organization (Forms "F1" "F2")
- vi) Details of Technical and Specialists Personnel & their CV (Forms "F3""F4")
- vii) Details of Technical and Specialists personnel available to be deployed for this work (Forms "G")
- viii) Notarized Affidavits as per EOI clause 2.1.9, on Non-Judicial stamp paper of value Rs 500/- (Form "H").
- ix) Notarized Affidavit as per EOI clause 2.1.10 of EOI CUM ELIGIBILITY on Non - Judicial stamp paper of value Rs.500/- (Form "I").
- x) Certified true copy Registration Certificate of Service tax, /GST
- xi) Certified true copy of Memorandum of Articles of Association of Company/Corporation/JV (if applicable).
- xii) Certified true copy of partnership deed of the firm (if applicable).
- xiii) Certified true copy of Power of Attorney (if applicable).
- xiv) Letter of Transmittal.
- xv) Undertaking as per EOI clause 3.14
- xvi) Integrity agreement duly signed copy on the letter head of the firm.



SECTION- IV

**INSTRUCTIONS TO CONSULTANT**

## INSTRUCTIONS TO CONSULTANT

### 1.0 Introduction

- 1.1 The Architect firms / Consultants are invited to submit a Technical bid EOI. The bid will be the basis for technical discussions and ultimately for a signed Contract with the selected Architect firm /consultant.
- 1.2 Architect firms / consultants should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Architect firms/consultants are desired to visit the site before submitting a proposal. Architect firms / Consultants or his authorized representative should contact the following regarding site specific information and site visit enquiry.

**Contact** : .....  
.....  
**Address** : .....  
.....  
**Facsimile:** .....  
.....  
**Phone No :** .....  
.....  
**Mobile** : .....  
.....

- 1.3 (a) IISER PUNE will provide the inputs to the Architect firms/consultants, if available. However, IISER PUNE does not assume any Responsibility for any loss or financial damages on account of use of such information by consultant & consultants are advised to collect their own information for preparation, submission of bids & execution of services after award of work.
- 1.3 (b) The Architect firms/consultants shall be responsible for obtaining licenses and permits to carry out the services.
- 1.4 Architect firms / consultants shall bear all costs associated with the preparation and submission of their proposals and site visits etc. IISER PUNE/ is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Architect firms / consultants.
- 1.5 **Conflict of Interest**
- 1.5.1 IISER PUNE's policy requires that Architect firms / consultants provide professional, objective, and impartial advice and at all times hold IISER PUNE's interest's paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.
-

- 1.5.2 (i) Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

**Conflicting assignments**

- (ii) An Architect firm / consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another Employer.

**Conflicting relationship**

- (iii) An Architect firm / consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of IISER PUNE's staff who is directly or indirectly involved in any part of (a) the preparation of the Terms of Reference of the assignment, (b) the selection process for such assignment, or (c) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to IISER PUNE throughout the selection process and the execution of the Contract.

- 1.5.3 Architect firms / consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of IISER PUNE, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Architect firm / consultant or the termination of its Contract any time, throughout currency of the work.

- 1.5.4 No agency of current employees of IISER PUNE shall work as Architect firms / consultants. Recruiting former employees of IISER PUNE to work is acceptable provided no conflict of interest exists.

**1.6 Fraud and Corruption**

- 1.6.1 IISER PUNE requires that the Architect firms / consultants participating in selection process adhere to the highest ethical standards, both during the selection process and throughout the execution of a contract. In pursuance of this policy, IISER PUNE:

- (a) Defines, for the purpose of this paragraph, the terms set forth below:

- (i) "corrupt practice" means the offering, promising, giving, receiving, or soliciting, directly or indirectly, of anything of value which he is not legally entitled to, to influence the action of a public official in the selection process or in contract execution;

- (ii) “fraudulent practice” means a willful misrepresentation or omission of facts or submission of fake/forged Documents in order to influence a selection process or the execution of a contract;
  - (iii) “collusive practices” means a scheme or arrangement whether formal or informal, between two or more consultants with or without the knowledge of IISER PUNE, designed to establish prices at artificial, non-competitive levels, submission or non-submission of Bids;
  - (iv) “Coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.
- (b) will reject a proposal for award if it determines that the Architect firm/consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question; and
  - (c) will sanction an Architect firm/consultant, including declaring the Architect firm/consultant ineligible, either indefinitely or for a stated period of time, for award of a contract if at any time determines that the Architect firm/consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing a contract.
- 1.7 The Architect firm/consultants should be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.

#### 1.8 **Only One Proposal**

The Architect /consultant firm shall only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified. However, this does not limit the participation of the same Sub-Consultant, including individual experts, to more than one proposal.

#### 1.9 **Proposal Validity**

The Architect firm /consultant tender must remain valid for 150 days after the last date fixed for submission of tender including the extension(s) given, if any.

#### 1.10 **Association of Sub-Consultants (for specialized work)**

Architect Firm/Consultant may associate with sub consultant(s) for specialized works such as HVAC, Lift, Fire-fighting, Landscape etc.

- 1.11 The benefits under the Govt policies Such as Public Procurement (Preference to Make in India) order 2017 or any further revision at any
-

later date shall be provided to the eligible bidders on submitting the relevant supporting documents.

## **2.0 Clarifications and Amendment of Bid Documents**

- 2.1 Architect firms/consultants may request for a clarification on any clause(s) of the Bid documents within 7 days from the date of uploading of Tender on website. Any request for clarification must be sent in writing, or by standard electronic means to IISER PUNE's address. IISER PUNE will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without disclosing the Source of query) to all Architect firms/consultants. Should IISER PUNE deem it necessary to amend the bid document as a result of a clarification or any other reasons it shall do so following the procedure under Para. 2.2.

However, IISER PUNE reserves the right to respond the queries after cut-off date as mentioned above.

- 2.2 At any time before the submission of tender, IISER PUNE may modify/ amend the bid document and extend the last date of submission/ opening of the tender by issuing a corrigendum/addendum.

Any Corrigendum/Addendum thus issued shall form part of tender document and shall be posted only on website of IISER PUNE and [www.eprocure.gov.in](http://www.eprocure.gov.in) and the Consultants are thus advised to update their information by using said website. To give the Consultant reasonable time to take an amendment into account in their bids and on account of any other reasonable circumstances, IISER PUNE may at its discretion, extend the deadline for the submission/ opening of the tender.

## **3.0 Preparation of Bid Proposal**

- 3.1 In preparing their tender, Architect firms/consultants are expected to examine in detail the tender document. The tender shall contain technical bid only.
- 3.2 The bid proposals, all related correspondence exchanged by the Architect firms/consultants & IISER PUNE and the contract to be signed with the winning consultant shall be written in the English language

## **3.3 Technical Bid Proposal**

- a) A Technical bid containing non-technical information shall be declared non responsive / invalid.
- b) The Technical bid may be declared non responsive / invalid, if the bid is not accompanied by the requisite documents as stipulated in tender document.

### **3.4 Financial Terms and conditions**

Shall be issued to Stage II qualified bidder only.

### **4.0 Submission, Receipt and Opening of bids**

- 4.1 The original bids (Technical bid) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed tender documents must initial such corrections. Letter for acceptance of tender condition should be submitted in the prescribed format of Annexure-II, Section-6.
- 4.2 An authorized representative of the Architect firm/consultant shall sign the Agreement. The authorization shall be in the form of a legally enforceable written power of attorney executed on non-judicial stamp paper of appropriate value duly notarized and shall be submitted along with bid.
- 4.3 IISER PUNE shall open the Technical bid after the deadline for the submission of original in hard form as per NIT. The Financial bid shall remain securely stored.
- 4.4 The evaluation of bids shall be done as described in tender.

### **5.0 Confidentiality**

Information relating to evaluation of tenders and recommendations concerning awards shall not be disclosed to the Architect firms/consultants who submitted the tender or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its tender and may be debarred from participating in future tenders.



## भारतीय विज्ञान शिक्षा एवं अनुसंधान संस्थान पुणे

(शिक्षा मंत्रालय, भारत सरकार का स्वायत्त संस्थान)

डॉ. होमी भाभा मार्ग, पुणे: 411 008

### INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH (IISER) PUNE

#### E-EXPRESSION OF INTEREST/ई-रूचि की अभिव्यक्ति

#### VOLUME II

**कार्य का नाम: आईआईएसईआर पुणे परिसर के लिए वास्तुकला, संरचनात्मक डिजाइन और व्यापक सेवा डिजाइन परामर्श की खरीद।**

**NAME OF WORK: PROCUREMENT OF ARCHITECTURAL, STRUCTURAL DESIGN AND COMPREHENSIVE SERVICES DESIGN CONSULTANCY FOR IISER PUNE CAMPUS.**

EOI No: 1 /IISER Pune/2022-23

Cost proposed Projects	:	Rs. 200 Cr
Period of completion	:	5 ( Five ) Years
Cost of Consultancy Works	:	Rs. 10.0 Cr ( 5% as per Scale of Charges , COA , GST extra ) , <b>ilc GST Rs.11.80 Cr</b>
Cost of documents	:	Free ( To be downloaded by the bidder )
EMD	:	Rs. 21.80 Lakhs
Pre-bid meeting	:	23 September 2022 at 11 00 hrs.
Last dates & time to upload EOI	:	03 October 2022 up to 15 00 hrs.
Time & date of opening of technical bids	:	04 October 2022 at to 15 00 hrs.

**TO BE DOWNLOADED FROM CENTRAL PUBLIC PROCUREMENT (CPP) PORTAL <https://eprocure.gov.in/eprocure/app> OR INSTITUTE WEBSITE [www.IISER Pune.ac.in](http://www.IISER Pune.ac.in) AND BID IS TO BE SUBMITTED ONLINE ONLY THROUGH THE E-PROCUREMENT PORTAL UP TO THE LAST DATE AND TIME ONLY THROUGH CPP PORTAL ONLY.**

#### **Critical Dates**

Reno	Particulars	Date	Time in hrs.
1	Date of Online Publication	12 09 2022	15 00
2	Bid Submission Start Date	13 09 2022	15 00
3	Pre-bid Meeting	23 09 2022	11 00
4	Bid Submission Close Date	03 10 2022	15 00
5	Opening of Bids	04 10 2022	15 00



## **Section-V**

### **CONDITIONS OF CONSULTANCY CONTRACT**

## CONDITIONS OF CONTRACT

### 1. Definitions

For the purpose of the agreement, the following words and expressions shall have the meaning hereby assigned to them except where the context otherwise requires:

- a) **Approved** means approved by IISER PUNE's Engineer-in-Charge in writing including subsequent confirmation of previous approval and „Approval“ means approval by IISER PUNE's Engineer-in-Charge in writing as above said.
- b) **Applicable Law** means the laws and any other instruments having the force of law in India.
- c) **Architect firm / Consultant** mean any private or public entity that will provide the Services to IISER PUNE under the Contract.
- d) **Building** shall mean the Construction of proposed building.
- e) **Contract** means the documents forming the tender and acceptance thereof and the formal agreement executed between IISER PUNE and the Consultant, together with the documents referred to therein including these conditions, the specifications, design brief, basic 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.
- f) **Contract Price** means the price to be paid for the performance of the Services, in accordance with Section-5.
- g) **Engineer-in-Charge** means the Engineer as may be duly appointed and authorized in writing by IISER PUNE to act as “Engineer-in-charge” on his behalf for the purpose of the contract, to perform the duty set forth in this General condition of contracts and other contract documents.
- h) **Estimated Cost** means estimated cost put to tender for inviting financial bid from the Architect firm/Consultant for Architectural planning, designing, proof checking of design and detailing.
- i) **In writing** means communicated in written form with proof of receipt.
- j) **Language** means all documents and correspondence in respect of this contract shall be in English Language.
- k) **Letter of Award (LOA)/Letter of Intent (LOI)** shall mean IISER PUNE's letter or notification conveying his acceptance of the tender subject to such conditions as may have been stated therein.

- l) **Month** means English Calendar month „Day“ means a Calendar day of 24 Hrs. each.
- m) **IISER PUNE** shall mean IISER PUNE, the Educational Institute at Pune
- n) **Owner/Client** means the Government, Organization, Ministry, Department, and Society, Cooperative etc. which has awarded the work / project to IISER PUNE and on whose behalf IISER PUNE is entering into the contract and getting the work executed.
- o) **Site** shall mean the site of the contract/Architectural works including any building and erection thereon and any other land adjoining thereto (inclusive) as aforesaid allotted by IISER PUNE or the Engineer for the contract's use.
- p) **Services** means the work to be performed by the Consultant pursuant to this Contract, as described in Bid Document.
- q) **Sub-Consultants** means any person or entity to whom /which the Consultant subcontracts any part of the Specialized Services.
- r) **Writing** means any manuscript typed written or printed statement under or over signature and/or seal as the case may be.
- s) Words imparting the singular meaning only also include the plurals and vice versa where the context requires. Words importing persons or parties shall include firms and corporations and organizations having legal capacities.
- t) The headings in the clauses/conditions of contract are for convenience only and shall not be used for interpretation of the clause/ condition.

## 2.0 **DETAIL SCOPE OF WORK:**

IISER PUNE would furnish the requirements and area schedule for various functions to the Architect firm / Consultant, the Architect firm / Consultant shall, there upon, render the following services and deemed to be included in their quoted price unless mentioned otherwise:

### **I. Preliminary Stage**

#### **A. Preliminary Concept Report:**

The Consultant shall

- a) Furnish a site evaluation and analysis report with basic approach to Circulation, activity, distribution and interaction and external linkage.

- b) The consultant shall provide the **Topographic Survey Drawings& Soil Investigation Report** in own cost to the IISER PUNE. The Consultant is also responsible for collection of any data/information which he may need for his design from any relevant source including (but not limited to) statutory bodies, Power Distribution companies etc.
- c) Report on identification of Ultimate disposal point, intermediate rain water harvesting system and Source/availability of electricity, water and other services.
- d) In case of project requirement or as per the requirement of MOEF/State Govt. authorities, the consultants shall Conduct Environmental Impact Assessment (EIA) & furnish preliminary report on environmental impact of the project and finalize it after discussion with the clearly outlining the measures required for mitigating the adverse impact. Environment Clearances from MOEF/State Govt. Authorities, etc. shall be obtained by the Consultant.
- e) **Prepare site plan** (layout plan) showing contours, features and services and facilities available, general layout of buildings and services, preliminary sketch and design with drawing, giving details of useful areas, services areas, circulation area and total plinth area identifying soil condition, climatic condition and preliminary estimate to provide information in respect of magnitude of work and its component and service and cost of all such items involved. The Architect firm/Consultant should submit the preliminary design and design basis Report and modify it if considered necessary by IISER PUNE. Site inspections for finalization of above details shall be conducted by the Architect firm/Consultant.
- f) Prepare plinth area rate estimate as **per CPWD norms**. The estimate shall also include the non-PAR items on prevailing market rate along with justification, specification.
- g) Obtain the approval of IISER PUNE of (e & f) above and supply 7 copies of approved site plan (Layout Plan).
- h) Preparation & submission of **visual/ graphical walk through and physical scaled models** (in the desired scale) and perspective views of the complete scheme as per requirement of IISER PUNE/.
- i) The consultant shall prepare and give presentations on the schemes as and when required by IISER PUNE/ and shall incorporate the changes desired by IISER PUNE / s without any extra cost.

**B. Preliminary Planning:**

- a) Prepare Master Plan of entire complex/site and its approval from all statutory authorities.
- b) The Consultant shall coordinate between various state agencies and other stakeholders in order to incorporate requirements and

considerations. The Consultant shall coordinate preliminary design of all components of proposed structures with other agencies.

Preliminary planning of all internal and external utility services like water supply, sewerage, storm water drainage, electrical, HVAC (Heating, Ventilation and Air-conditioning) Fire Alarm & Fire-fighting appliances acoustics, telephone conduit, street/compound lighting landscaping, Rain water harvesting, development plans showing roads, paths, parks, paved areas, drains, culverts, compound walls, external lighting, Electrical sub-station, DG sets, Lifts, interior design and graphic signage, security system, telecommunication system etc. indicating scope, specifications and costs separately of such sub-head. The scope of work shall be as defined above, however, IISER PUNE reserves the right to exclude any of the above services from the scope of the Consultants' work.

- c) Collection of all data regarding existing services in the area like Sewer, Power, Water supply, Metro, Rail/ Roads.  
The Consultant shall also conduct a survey regarding number and type of existing trees at proposed site. The master plan/ layout of buildings/ amenities shall be prepared in such a way that the maximum number of existing trees can be retained at site.

The consultant shall provide above details in writing for approval of the Engineer In-charge along with tree planting and transplanting scheme as per the requirement of the project site.

- d) Integration of Site Services with existing services in the area like Sewer, Power, Water supply, Metro, Rail/ Roads. This requires Liaoning with statutory authorities.
- e) Prepare the DPR covering the following:
  - i) Detailed Architectural & flowchart drawings.
  - ii) The Consultant shall prepare a Design Basis Report for all components including services that are part of this agreement. The Consultant shall identify necessary existing conditions, soil condition, climatic condition and usage requirement in considerations while formulation the design basis report.
  - iii) The Consultant shall provide Detailed Technical Specification of each work as a part of the Preliminary Design Report which will act as a reference for the Consultant(s) to carry out detailed design activities.
  - iv) Bills of quantities based on preliminary design of various components duly priced along with take-off sheets. All estimates shall be prepared on the basis of CPWD norms wherever applicable and on the basis of market rate analysis where Central/state schedule of rates etc. are not applicable. These estimates should be comprehensive and should

include all items as per drawings and specifications. Detailed analysis for the item not included in state schedule of rates/DSR etc. shall have to be submitted.

- v) The Consultant may include provision for physical and price contingencies, interest during construction and other financing costs, pre-construction expenses etc. The Consultant shall prepare the Cost estimates and BoQ for the purpose of assistance in tendering process for Consultant(s). The Consultant shall be responsible for accuracy of the BoQ items.

The consultant shall supply six copies of the same with the preliminary drawings to IISER PUNE.

- g) Submit market rate analysis for Non Schedule Items supported with Quotations.
- h) Submit the proposal to **Local Body**/ PMC / Fire Department/ Tree Cutting permission/ Pollution Board complete as per requirement of local bodies including preparation of Model/Presentation of Model etc. if any.
- i) Obtain the approval of layout plan & drawing from the competent authority, statutory body, if necessary, according to the local Acts, laws, Regulations etc. and make any changes desired by such authorities. The approved/modified layout plan and drawings are to be submitted to IISER PUNE.
- j) The consultant will incorporate eco-friendly building materials like fly ash bricks, low VOC paints energy efficient equipment & fixtures etc. as per prevailing government rules.

As per MoE & F guidelines, the consultant shall incorporate the Fly Ash products such as cement, concrete, bricks, blocks, tiles etc. or similar products or a combination or aggregate of them for the projects fall within a radius of 300 Kms. from a coal or lignite based thermal power plant.

- k) The Consultant shall incorporate the principles of Life Cycle cost in the design in line with GFR Rules 2017-Rule No 136.
- l) To prepare & submit required set of Tender Documents to call tender on EPC/ Design & build basis for appointment of Consultant, Scope of work, Tender Drawings, BOQ, Estimates, Specifications, Design Basis Report, Stage Payment schedule, Schedule of Finishes, List of makes etc. as per CPWD norms.

The payment schedule shall include all the items of work which are required to be executed as per the scope of work of the project.

- m) Preliminary Electrical/Mechanical Drawings / Design Calculations for all the components of the schemes including getting approvals from the concerned authorities.

- n) Detailed Technical specifications for all the non-scheduled items proposed in the schemes.
- o) Any other drawings/information's/details required for completion and execution of work but not mentioned above.
- p) The consultant shall discuss all the points/shortcomings/new requirements, if any with the Local bodies/ Govt/ Authorities/IISER PUNE/ State/Central Govt. and shall take their concurrence on all the observations.
- q) If any new component is to be added to the scheme, the consultant shall collect all the data, shall get done all the surveys/investigations/tests required for the planning/designing of additional component and nothing extra shall be payable on this account.
- r) Undertake site visits or to attend meetings to collect details/data/information required for planning purposes, holding necessary discussions with IISER PUNE representatives/local bodies and obtaining requirements of the Project and attending meetings with officials of Local bodies/Govt. Authorities/State/IISER PUNE/Central Govt. or any other agency, as and when required.
- s) Preliminary Design Services are required for reviewing the alignment, locations, construction methodology, finalize packaging of civil work and other works, prequalification of Consultant for civil works, preparation of tender documents for civil and other works including preliminary designs and bid process management.
- t) Interaction and Coordination with Client team on preliminary designs and tender documents etc.
- u) Preliminary designs for civil work must be consistent with system designs and be good for tender document. This will cover all scope as defined in tender documents including Estimation of cost of all packages/works.
- v) Consultant shall ensure that all the approved makes for each respective items to be used in the works are proposed by them, make in India (MII) only as per the norms of minimum local content required as defined in public procurement (preference to make in India) order 2017 or any subsequent revision.

In case, where reputed MII makes are not available, names of only imported/foreign makes shall not be specified, instead requisite specifications of the materials shall be given in the tenders.



## **II Working Drawing Stage:**

The preparation of detailed working drawings with details incorporating services and schedule of quantities.

This will include:

- a) Preparation of Design basis Report including working and detailed architectural drawings and detailed estimate as per the latest Delhi Schedule of Rates of CPWD(DSR) or any other Standard Schedule of Rates (SOR) for civil work, electrical works and CPWD specifications for civil works, General specifications for electrical works Part I (Internal), Part II (External), Part III (Lifts and escalators), Part IV (Substation), Part V (Wet riser and sprinklers system), Part VI (HVAC works), Part VII (DG sets) and other CPWD specifications for services like substation, Air conditioning etc. for all items of the above work, including internal and external utility services, along with details of quantities (Bill of quantities), supporting calculations and Preliminary structural design / for whole of the work or in part of to facilitate call of tender in stages by IISER PUNE.

For items not covered by the schedule of rates the Architect/Consultant would provide details specifications, description of the item and market rates.

- b) To prepare & submit good for construction architectural drawings & visit the sites of work regularly as per requirement of Local Bodies Authorities/IISER PUNE/State/Central Govt. to solve the problems of site & issue necessary clarifications/details of the Project.
- c) Analysis of rates for Schedule and non-schedule items on current market rates of materials, labour and POL.
- d) Obtaining approval of local authorities, if any, and make changes required by them
- e) Preparation & submission of Detailed specifications & list of makes for all the equipment's to be installed at site.
- f) Structural designs of various components of buildings / structures provided by Consultants shall be proof checked by the IIT/COEP/VJTI Engineering consultant on behalf of IISER PUNE. He shall also sign over the Good for construction structural/MEP/Services drawings.

## **III. Construction Stage:**

- a) The Consultant shall provide all technical assistance in providing any further clarifications, details, designs and drawings required by the

Consultant(s) during the Detailed Design Stage and address any queries raised by the Contractor (s) for all components & services/utilities. The Consultant shall act as an interface or coordination agency between Client and the Contractor(s) during the handholding period for the Detailed Design Stage.

**Consultant shall be overall responsible for Architectural, structural, MEP Design of work site.**

**Consultant shall depute 1 Resident Architect ,1 Civil Engineer with experience of 10 Years + 1 Electrical Engineer + 1 office Staff for documentation of project.**

**Ensuring project is executed as per the drawing issued by the Architects, checking of steel reinforcement at site.**

**The Technical staff deputed by the Architect at IISER Pune shall assist the Institute PMC for joint measurement of actual civil works, BBS including MEP works.**

After each site visit, the Architect shall confirm in writing that the work is being executed as per drawings & specifications and deviations if any shall be brought to the notice of IISER PUNE.

- b) The Consultant shall review and approve Detailed Design and GFCs prepared by the Consultant(s) and ensure that all the preliminary design aspects and parameter have been adhered to.
- c) Supply to IISER PUNE eight copies of the detailed working architectural drawings free of charge for use during execution of work.
- d) Supply to IISER PUNE such further drawings, specifications or details which may be required for proper execution of work.
- e) Obtaining approval from any statutory body/local Govt. Body like Pollution Control Board, Environmental clearance etc. as applicable to this project for execution of work or for designs/drawings of the scheme.
- f) Obtain IISER PUNE"s approval for any material deviation in design, cost, working drawings, schedule and specifications from the approved scheme.
- g) Carrying out all modifications /deletions /additions / alterations /in design/drawing/documents as required by Local Bodies Authorities /State / IISER PUNE /Central Govt. or any other authorities as applicable for proper execution of works at site till completion and handing over of the project to the client.
- h) Provide BOQ, Specifications, detailed analysis for any extra / substituted items and its justification.
- i) Undertaking site visits or to attend meetings during execution of the project to ensure adherence of execution as per detailed drawings and specifications, including sorting out problems and issue necessary clarifications at site including preparation & submission of additional drawings and details for proper execution of work at site shall have to be borne by the consultant and shall be covered within his quoted/negotiated fees and nothing extra shall be payable on this account.

After each site visit the Architect should confirm that the work is being executed as per drawings & specifications and deviations if any shall be brought to the notice of IISER PUNE.

#### IV. Completion Stage:

- a) Obtaining completion and occupation certificates, wherever necessary from the local bodies after completion of work and inspection by Municipal/Fire/Electrical Inspectors and supply the same to IISER PUNE. For this purpose, any assistance required from IISER PUNE / its Consultant will be extended to the consultant. Any statutory fee payable to local bodies for issue of completion certificate shall be borne by IISER PUNE.
- b) Prepare completion drawings; including 1:100 scale plans elevations and cross sections etc. indicating the details of the building and all internal and external services as completed and supply 4 sets of completion drawings to IISER PUNE and also hand over the original of the completion drawings to IISER PUNE. The changes, if any during the execution of work will be intimated by IISER PUNE to the consultants for preparation of above drawings.
- c) Preparation & submission of completion reports, Operation & maintenance manual, completion of as built drawings and documents for the project as required and acceptable to IISER PUNE and Clients/local bodies/or any other authorities applicable including getting „completion certificate” from concerned authorities, if required.
- d) Assist IISER PUNE in Arbitration/Litigation case(s) that may arise out of the contract entered into, in respect of above work, regarding clarifications/interpretations, supply of drawings, designs, specifications as and when required. The consultants” role will be limited to these clarifications only and unless specifically required by Arbitrator/Court, he shall not be required to participate in actual Arbitration/Litigation proceedings.
- e) Consultancy for obtaining GRIHA / Green Building Certification, as mentioned in the NIT.

#### 3.0 Payment of Remuneration:

##### 3.1 Remuneration

The fees of 5% of cost of assigned works shall be paid as per **COA Scale** of Charges acknowledged and accepted by the shortlisted Architect immediately after selection of **Stage-II and During Stage-III**. No change in the agreed fees shall be payable unless specified by the COA Scale of Charges.

Fees shall be including planning, preliminary designing and periodical supervision during construction of the project, travel expenses towards periodical supervision, for attending meetings with IISER PUNE visits to local authorities, etc. by the Consultant and or by their technical persons.

In case of non-deployment of staff, recovery @ Rs. 35000/- per month shall be made from the running bills of the Consultants for each staff mentioned in detailed scope of work.

All payments shall be made only Online in Indian currency only.

(a) The Consultancy Fee:

IISER PUNE agrees to pay the Architect firm/Consultant fees for the professional services to be rendered by them as herein above described at 2(I), II, III, & IV in clause - 2 "Scope of Work" of section-3.

The payment of fee to the Architect firm/consultant shall be restricted to the project cost. For the purpose of payment of fees, the project cost shall be lowest of the following:

1. The actual cost of the project on completion; or
2. DPR /preliminary cost approved by IISER PUNE/Client; or
3. Estimated cost of the project put to tender.

The actual completion cost of the project or DPR /preliminary cost approved by IISER PUNE/ or Estimated cost of the project put to tender shall not include the following:

- Cost of land, if any.
- Payment to statutory bodies/local authorities/Green Building Certification Authorities/State/Central Government.
- Any fee, deposit and payment towards services rendered by local Authorities/State/Central Govt.
- IISER PUNE agency charges.
- Contingencies charges
- Escalation in tendered cost of work due to variations in the cost of labour, material, specifications etc. shall not be paid
- Extra/substituted items, deviations (plus/minus)

- (b) The above fee at 3.1 (a) is inclusive of fee payable by the consultant to any other consultant/Associate(s) and nothing extra shall be payable by IISER PUNE for this purpose.

**4.0 Mode of Payment:**

**4. SCHEDULE OF PAYMENT:**

The Architect shall be paid professional fee of 5% as per COA Scale of Charges in the following stages consistent with the work. Total fees payable = 5% cost of the project or final value of project whichever is less.

On appointment/ Signing of Agreement/ acceptance of offer.	5% of the total fees payable,
<b>Stage 1</b> On submitting conceptual designs and rough estimate of cost.	10% of the total fees payable.
<b>Stage 2</b> On submitting the required preliminary scheme for the Client's approval along with the preliminary estimate of cost.	20% of the total fees payable less payment already made at Stage 1.
<b>Stage 3</b>  a. On incorporating Client's suggestions and submitting drawings for approval from the Client/ statutory authorities, if required.  b. Upon Client's / statutory approval necessary for commencement of construction, wherever applicable.	30% of the total fees payable less payment already made at Stages 1 and 2.  35% of the total fees payable less payment already made at Stages 1 to 3a. 63

<b>Stage 4</b> Upon preparation of working drawings, specifications and schedule of quantities sufficient to prepare estimate of cost and preparation of tender documents.	45% of the total fees payable less payment already made at Stages 1 to 3a.
<b>Stage 5</b> On finalization of tenders by Client.	55% of the total fees payable less payment already made at Stages 1 to 4.
<b>Stage 6</b>  On submitting working drawings and details required for commencement of work at site.  On completion of 20% of the work <ul style="list-style-type: none"> <li>On completion of 40% of the work</li> <li>On completion of 60% of the work</li> <li>On completion of 80% of the work</li> <li>On Virtual Completion</li> </ul>	65% of the total fees payable less payment already made at Stages 1 to 5.  70% of the total fees payable less payment already made at Stages 1 to 6a. 75% of the total fees payable less payment already made at Stages 1 to 6b(i). 80% of the total fees payable less payment already made at Stages 1 to 6b(ii). 85% of the total fees payable less payment already made at Stages 1 to 6b(iii). 90% of the total fees payable less payment already made at Stages 1 to 6b(iv).
<b>Stage 7</b> On submitting Completion Report and drawings for issuance of completion/ occupancy certificate by statutory authorities, wherever required and on issue of as built drawings	100% of the fees payable less payment already made at various stages and retainer.

Note: The part payment against above stages on part completion of required scope of work under a particular stage can be released as per decision of Engineer in-charge by mentioning the reasons for the same.

All the payments due to the consultant shall be made online and no cheques/ draft shall be issued.

4.1 In case the project does not get sanctioned from clients or Competent authority but initial planning and design done by the Architect, the consultant shall be paid a lump sum amount limited to Rs. 50,000 (fifty thousand) for the project value.

5.0 Additions, Alterations and Variation:

IISER PUNE shall have the right to request in writing for additions alterations, modifications or deletions in the design and drawing of any part of the work and to request in writing for additional work in connection therewith and the consultants shall comply with such requests without any extra cost.

No extra payment shall be made to Consultant by IISER PUNE on account of such Additions & Alterations as enumerated above, provided the total built up area remains same.

The consultant shall not make any material deviation, alteration, addition to or omission from the work except without first obtaining the written consent of IISER PUNE.

- 5.1 If the work in full or part is withdrawn by IISER PUNE, the same shall be withdrawn from the scope of consultant and proportionate consultancy fee shall be paid only up to the stage for which the consultancy work has been completed subject to if it has been paid by IISER PUNE and the consultant shall have no further claim whatsoever on this account.
- 5.2 If any additional works are awarded by the IISER Pune, and if IISER PUNE desires, the consultant shall carry out additional work. However, this will be considered subject to the satisfactory performance of the consultant and the consultancy fee shall be calculated as per payments decided by IISER PUNE and the consultant shall have no further claim whatsoever on this account of IISER PUNE.
- 5.3 Notwithstanding anything stated anywhere else, the milestone linked payment to the consultant as per table under Clause 4.0(i) shall be payable subject to the condition of project getting sanctioned from the clients only. However, in case the project is not sanctioned by the IISER Pune, the payment liability to the consultant shall be limited to the extent as provided in the Clause 4.1 mentioned above and no claim, whatsoever of the consultant shall be admissible in this regard.

## 6.0 Taxes and duties

- 6.1 As per COA payable fees is 5% on the value of assigned work and GST extra, the contract price with reference to COA scale of charges is exclusive of all taxes, duties, cess and statutory levies payable under any law (as applicable on the date of submission of bid) by the Consultant in connection with execution of the contract. Consultancy fees shall be excluding GST, Taxes, Duties and including printing and stationary charges, Software License fees etc complete. Nothing extra shall be payable separately.

The contract price will be adjusted prospectively for any increase / decrease in the GST rate on works contract notified by Government of India.

- 6.2 Notwithstanding anything contained in clause 6.1 the consultant shall ensure payment of appropriate tax on the supplies made under the contract. The consultant shall take registration under the applicable enactment levying tax on supply of goods or services under the contract and issue invoice having all the particulars prescribed under the applicable provisions of the law, including description of goods/services, rate and amount of tax paid or payable on the supplies made under the contract, so that IISER PUNE can avail credit of such tax, wherever applicable. **The consultant shall comply with all applicable provision of Goods and Service Tax (GST) levied by Union Government and State Governments (CGST, UTGST, SGST and IGST). The consultant shall get himself registered and discharge his obligations for payment of taxes, filing of returns etc. under the appropriate provisions of law in respect of all the tax, duties, levies, cess, etc.** IISER PUNE would have right to seek necessary evidence that the consultant is registered under the law and duly discharging its obligations under the tax law, enabling IISER PUNE to avail input tax credit.

- 6.3. In case any law requires IISER PUNE to pay tax on the contract price on reverse charge basis, the amount of tax deposited by IISER PUNE would be considered as paid to the consultant and, accordingly, the price payable to the consultant would stand reduced to that extent.
- 6.4. In case the consultant does not deposit the tax payable on execution of the contract, or has not provided the tax invoice to IISER PUNE showing the amount of tax, or has not uploaded the document in computerized tax network as per prevailing law, leading to non-availability of inputs credit of the tax to IISER PUNE, the amount equivalent to such tax shall be deducted from the contract price.
- 6.5. Stamp duty and registration charges, if any, payable on the executed contract document, shall be borne by the consultant.
- 6.6. Tax deduction at source, if any, shall be made by IISER PUNE as per law applicable from time to time from the amount payable to the consultant.
- 6.7. The consultant has to register himself in GST Act as per applicable law and submit the details as per annexure-XIII under Section-6.

#### **7.0 Performance Security/ Guarantee**

- 7.1 For the due performance of the contract in accordance with the terms and conditions specified, the consultant shall on the day or before signing the contract which shall not be later than 45 (Forty five) days of the issue of the Letter of Award/ Letter of Intent, furnish performance security / Guarantee on the Performa of IISER PUNE(India)Ltd. from a Nationalized/Scheduled Bank to the extent of 2% of the value of total consultancy fees of consultant (at this stage it shall be worked out considering the estimated project cost). The Bank Guarantee shall remain valid till stipulated time for completion of work plus 90 days. The EMD paid by the Consultant shall be returned to the consultant after receipt of Performance Guarantee.
- 7.2 The Bank Guarantee shall be in favour of IISER PUNE, payable at Pune. The Bank Guarantee should be (in the prescribed format of IISER PUNE as per Section-6) issued from any Nationalized Bank /Scheduled Bank.
- 7.3 It is expressly understood and agreed that the performance security is intended to secure the performance of entire contract. It is also expressly understood and agreed that the performance security is not to be construed to cover any damages detailed/ stipulated in various clauses in the Contract document.
- 7.4 The performance security will be discharged by IISER PUNE and returned to the Architect firm/consultant after successful physical completion of the project at site and submission of completion drawings and documents to IISER PUNE and statutory bodies.
- 7.5 IISER PUNE reserve the right of forfeiture of the performance guarantee in additions to other claims and penalties in the event of the consultant's

failure to fulfil any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract.

- 7.6 Should the stipulated time for completion of work, for whatever reason be extended, the consultant, shall at his own cost, get the validity period of Bank Guarantee in respect of performance security furnished by him extended and shall furnish the extended / revised Bank Guarantee to IISER PUNE before the expiry date of the Bank Guarantee originally furnished.

#### **8.0 Retention Money**

5% of the fee payable to the consultant shall be retained from each running bill as “Retention Money”, in addition to the performance guarantee.

The retention money will be discharged by IISER PUNE and returned to the Architect firm/consultant after successful physical completion of the project at site and submission of completion drawings and documents to IISER PUNE and statutory bodies and after completion of Defect Liability Period of the Consultant.

IISER PUNE reserve the right of forfeiture of the performance guarantee in additions to other claims and penalties in the event of the consultant's failure to fulfil any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract.

#### **9.0 Completion period:**

- a. The overall completion period for the execution of this project from the date of commencement of work shall be mentioned in NIT.
- b. If at any stage, the Project has been delayed by the acts of Client/funding authorities or by the deployed Consultant for the work, nothing extra shall be payable to the consultant. However suitable extension of time for completion of work shall be granted accordingly.
- c. **Escalation/Price Variation**

No claim / additional fees on account of any price variation/Escalation on whatsoever ground shall be entertained at any stage of works. Quoted fees shall be firm and fixed for entire contract period as well as extended period for completion of the works.

#### **10.0 Commencement of Work:**

The commencement of work will be considered from 10th day of issuance of LOA.

The architect/Consultant has to submit detailed program of the work as per the below mentioned guidelines within 10 days from the date of commencement of the work. The time schedule submitted by the architects shall include time for obtaining required approvals, completion certificate etc. from local bodies. However, if delay is caused by the local bodies



beyond reasonable control of the consultant, the department may consider such delays favorably.

#### **11.0 Compensation for Delay:**

The time allowed for carrying out the work as specified in clause 9.0 (a) shall be strictly observed by the consultants and shall be deemed to be the essence of the contract on the part of the consultants. The work shall throughout, the stipulated period of the contract, be processed with all diligence.

The Consultant will be required to complete the entire job within stipulated time. No extension of time for completing the same shall be given owing to any variations made in the works by the orders of the clients, unless the clients in consequences of such variations extends the time allowed to IISER PUNE for the completion of the works.

In case the Consultant fails to complete the Design within maximum of 6 (six) months from formal intimation of the project, delayed submission beyond due date owing to reasons attributable to Consultant, liquidated damages @ 1% per week of the total fees subject to a maximum of 10% of the total fees payable shall be levied on the Consultant. IISER PUNE shall be entitled to deduct such damages from the dues that may become payable to the consultant. If the work is held up at site due to non-availability of Drawings/Specifications/Other Details as per mutually agreed schedule penalty, proportionate to the value of the work which is held up, shall be imposed on the consultant.

#### **12.0 Abandonment of Work:**

- i) That if the consultant abandons the work for any reason whatsoever or become incapacitated from acting as consultants as aforesaid, IISER PUNE may make full use of all or any of the drawings prepared by the consultants and that the consultants shall be liable to refund any excess fees paid to them up to that date plus such damages as may be assessed by IISER PUNE.
- ii) If at any time after start of work, the client decides to abandon or reduce the scope of work for any reason whatsoever and hence not required the whole or any part of the works to be carried out, IISER PUNE shall give notice in writing to this effect to the Consultant and the consultant shall have no claim for any payment of compensation, or otherwise whatsoever, on account of any profit or advance which he might have derived from the execution of works in full but which he did not derive in consequence of the foreclosure of the whole or part of the work.

#### **13.0 Termination:**

IISER PUNE without any prejudice to its right against the consultants in respect of any delay or otherwise or to any claims or damages in respect of any breaches of the contract and without prejudice to any right or remedies under any of the provisions of this contract may terminate the contract by

giving one month's notice in writing to the consultants and in the event of such termination, the consultants shall be liable to refund the excess payment, if any, made to them over and above what is due in terms of this agreement on the date of termination. IISER PUNE may make full use of all or any of the drawings prepared by the consultants.

In case due to any circumstances, IISER PUNE decides to curtail the scope of work or totally abandon the work, the payment to the consultants would be made based on Clause 3.0 above and approved preliminary estimate or estimated cost or awarded cost whichever is less up to the stage of work executed by him immediately before taking such a decision, provided equivalent payment is made by the client to IISER PUNE.

#### **14.0 Number of Drawing Sets etc. and Copyright:**

The Consultant shall supply free of charge to IISER PUNE, the adequate no. as specified elsewhere of following documents in soft as well as hard copy.

- i) Detail Project Reports with colored drawings.
- ii) All the Drawings and estimates to be submitted to clients.
- iii) All working architectural drawings for all the components (Good for Construction Drawings) – 7 Sets of each drawing on A0/A1 size
- iv) Detailed estimates and rate analysis of all works based on CPWD guidelines.
- v) Completion drawings and detailed documents.
- vi) Tender documents/tender drawings as per IISER PUNE requirements.
- vii) As built drawings after completion of project.

The Consultant shall supply free of charge to IISER PUNE all the estimates, details of quantities (BOQ), reports and any other details envisaged under this agreement, including architectural drawings as indicated above. Any extra sets of drawings, if required IISER PUNE shall be supplied at mutually agreed cost. All these drawings will become the property of IISER PUNE. The drawing cannot be issued to any other person, firm or authority or used by the consultants for any other project. No copies of any drawing or document shall be issued to anyone except IISER PUNE and authorized representative of IISER PUNE.

#### **15.0 Determination or Rescission of Agreement:**

IISER PUNE without any prejudice to its right against the consultant in respect of any delay by notice in writing absolutely may determine the contract in any of the following cases:

- i. If the consultants 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 the creditor shall be appointed or if

circumstances shall arise which entitle the court or creditor to appoint a receiver or a manager which entitles the court to make up a winding order.

- ii. If the consultants commit breach of any of the terms of agreement. When the consultants have made themselves liable for action under any of the clauses aforesaid, IISER PUNE shall have powers a) to determine or rescind the agreement b) to engage another consultant(s) to carry out the balance work at the risk and cost of the consultant and debiting the consultant(s) the excess amount, if any, so spent.

In case contract of consultant is determined, the performance Guarantee and Security Deposit of the consultant shall stand forfeited. The decision of IISER PUNE in this regard shall be final and binding on the consultant.

#### **16.0 Responsibilities for Accuracy of Project Proposals**

- a. The Consultant shall be responsible for the accuracy of the technical / financial data collected and the designs, drawings, quantities and estimates prepared by him as a part of the project. He shall indemnify IISER PUNE & Client against any inaccuracy in the work, which might surface out at the time of ground implementation of the project. In such an eventuality, the consultant will be responsible to correct the drawings including re-investigations etc. as required without any extra cost implication on IISER PUNE.
- b. The Consultant shall fully indemnify IISER PUNE from and against all claims and proceedings for or on account of any infringement of any patent right, design, trade mark or name or other protected rights in respect of any construction plant, machinery work or material used for or in connection with the work or temporary works.
- c. IISER PUNE reserves the right to award the work of one or more sectors/area to one or more consultant. Nothing extra shall be paid on this account. Further the payment of consultancy fees shall be regulated as mentioned under the Clause 4.0 "Mode of Payment".

#### **17.0 Force Majeure Clause**

Consultant/Consultancy Firm shall be granted extension of the completion date without any financial repercussion to cover the delay caused by the circumstances viz. incidence of war, invasion, revolution, sabotage, work shutdown imposed by Govt. agencies or legislature or other authorities, act of God, epidemics, fires, earth quakes, floods explosions, accidents, sea navigation blockages or any other acts or events whatsoever which are beyond the control of IISER PUNE and which shall directly or indirectly prevent completion of the works within the time specified in the agreement. This Force Majeure Clause shall be applicable only if extension of the completion date is granted to IISER PUNE.

## **18.0 Withholding and Lien of Payment**

Whether any claim or claims for payment of money arises out of or under the contract against the Consultant, IISER PUNE shall be entitled to withhold and also to have a lien to retain in whole or in part, the security deposit, performance guarantee and or to withhold and have a lien to retain in part or in full the payments due to the consultant, or any claims of the consultant, so as to cover the claimed amount till the claim arising out of or under the contract is determined by the competent court.

## **19.0 Jurisdiction**

The agreement shall be governed by the Indian Law for the time being in force and the Courts in Pune Maharashtra alone will have jurisdiction to deal with matter arising there from.

## **20.0 General:**

1. The scrutiny of the drawing, and designs by IISER PUNE"s own supervisory staff, if any, does not absolve the Architects of their responsibility under the agreement. The Architects shall remain solely responsible for structural soundness of the design and other services for all provisions of the contract so as to satisfy the particular requirement of the Architectural specifications.
2. The Architect firms/Consultant shall supply to IISER PUNE copies of all documents, instructions issued to Architect firms/Consultants, if any, relating to the work, drawings, specifications, bill of quantities and also other documents as may be required.
3. The Architects hereby agree that the fees to be paid as provided herein (clause 3.0) will be in full discharge of function to be performed by him and no claim whatsoever shall be against IISER PUNE in respect of any proprietary rights or copy rights on the part of any party relating to the plans, models and drawings.
4. While providing consultancy services, the consultant shall ensure that there is no infringement of any patent or design rights and he shall be fully responsible for consequences/any actions due to any such infringement. Consultant shall keep IISER PUNE indemnified all the times and shall bear the losses suffered by IISER PUNE in this regard.
5. Consultant shall appoint and notify a team of two senior officials of his organization as nodal officers to represent the consultant in all the meetings/presentations with Local Municipal Corporation Authorities/State/ Client / IISER PUNE/Central Govt. or any other agency.
6. All designs and drawings shall be the property of IISER PUNE. The name and logo of IISER PUNE shall be predominantly displayed on all the drawings and documents. The consultant shall not put his name or firms name on any of the documents/drawings on the DPR. The name of consultant

7. shall be written as Associate Consultant on all drawings/documents only after DPR is approved from all the concerned authorities.
8. The originals of approved completion drawings shall be on good quality reproducible tracing paper and soft copy of all the drawings & design shall have to be given on compact disc (CD). The proprietary rights of all the design shall remain with IISER PUNE.
9. The consultant shall be required to sign an Agreement with IISER PUNE within 30-days of the receipt of LOA based on these terms & conditions.
10. Recovery/Penalties can be recovered from the consultancy fee/EMD/BG of the other works that the consultant is doing or would be doing for IISER PUNE at that time.

#### 11. FORECLOSURE OF CONTRACT BY IISER PUNE/OWNER

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

#### 12. 22.0 SUSPENSION OF WORKS

The consultant shall, on receipt of the order in writing of the Engineer-in-charge, suspend the progress of the works or any part thereof for such time and in such manner as the Engineer-in-charge may consider necessary for any of the following reasons:

- i. On account of any default on part of the consultant, or
- ii. For proper execution of the works or part thereof for reason other than the default of the consultant, or
- iii. If the work is partly or fully abandoned/suspended by IISER PUNE/clients for any reasons

The consultant shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Engineer-in-charge.

If the suspension is ordered for reasons (ii) and (iii) in sub-Para (a) above.

The consultant shall be entitled to an extension of the time equal to the period of every such suspension plus 25%. No adjustment of contract price will be allowed for reasons of such suspension.

In the event of the consultant treating the suspension as an abandonment of the Contract by IISER PUNE, he shall have no claim to payment of any compensation on account of any profit or advantage which he may have derived from the work in full or part.