



Government of India
Ministry of AYUSH
Central Council for Research in Unani Medicine

**NOTICE INVITING TENDER (NIT) FOR SELECTION OF CPSU/ STATE
PSU FORENGAGEMENT OF PROJECT MANAGEMENT CONSULTANT
FOR CONSTRUCTION OF 'REGIONAL RESEARCH INSTITUTE OF
UNANI MEDICINE', SILCHAR, ASSAM**

Important Information Sheet

Event	Particulars
Date of publication of Notice Inviting Tender	20 Jan 2017
Date and time for Pre bid Conference	03 Feb 2017 at 1100 hrs
Last date and time for Bid submission	13 Feb2017 at 1430hrs
Date & Time of Opening of Technical Bids	13 Feb 2017 at 1500hrs
Date for opening of Financial Bids	Will be intimated
Place of Submission of NIT	Professor Vd. K.S. Dhiman, DG(I/C), CCRUM Jawaharlal Nehru Bhartiya Chikitsa Ayusm Homoeopathy Anusandhan Bhawan, 61-65 Institutional Area, Janakpuri, New Delhi - 110058
Contact Person	Shri R.U. Chaudhary, ASTT. Dir. (Admin.), CCRUM Jawaharlal Nehru Bhartiya Chikitsa Ayusm Homoeopathy Anusandhan Bhawan, 61-65 Institutional Area, Janakpuri, New Delhi - 110058
Contact Phone Numbers	Tele Fax. 011-28525486 Email: 602ccrum@gmail.com

**Government of India
Ministry of AYUSH
CCRUM**

NIT NO:F.No. 7-53/2006-CCRUM/Estt.(Pt.)

Dated:03 Feb2017

Notice inviting Tender (NIT) for engagement of Project Management Consultant for Construction of Regional Research Institute of Unani Medicine', Silchar, Assam.

1. Overview

1.1 Definitions

- i. **“Employers”** means the Ministry of AYUSH
- ii. **“Contract”** means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is the General Conditions (GC), the project Specific Conditions (SC), and the Appendices.
- iii. **“Project Specific information”** means such part of the Instruction to bidders used to reflect specific project and assignment conditions.
- iv. **“Day”** means calendar day.
- v. **“Government”** means Government of India
- vii. **“Personnel”** means professionals and support staff provided by the bidder or by any implementing agency and assigned to perform the Services or any part thereof;
- viii. **“Bid”** means the Technical Bid and the Financial Bid.
- ix. **“Assignment / Job”** means the work to be performed by selected bidder pursuant to the contract.
- x. **“PSU”** means a Central or State PSU which is eligible to bid for the Assignment/job.
- xi. **“Successful Bidder”** means the bidder PSU which selected for award of Assignment/ job.
- xii. **“Implementing Agency”** means any agency, contractor or entity with whom the selected bidder subcontracts any part of the Assignment/ job.
- xiii. **“Terms of Reference”** (TOR) means the details included in the NIT specifically in Para 2 or otherwise as well as the contract which explain the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Employer and the selected bidder, and expected results and deliverables of the Assignment/ job.

1.2 Introduction:Ministry of AYUSH, Government of India, for and on behalf of President of India, invites bids from Central / State PSUs eligible to be considered for engagement as Consultantfor works relating to construction of Regional Research Institute of Unani Medicine, Silchar, Assam.

2. Terms of Reference and Scope of Works:

2.1 **Terms of Reference:** Terms of reference of the selected PSU will broadly include Pre-construction; Construction and Post-construction activity including the following:

- i. Validation of Project Report for construction of Regional Research Institute of Unani Medicine, Silchar, Assam.
- ii. Finalization of the tendering process involving the entire process from calling of tenders to selection of the implementing agency (contractor) and procurement agencies;
- iii. Monitoring, supervision and facilitation of the implementation of the project, including procurement and fulfillment of all statutory/legal requirements;
- iv. Submitting report of progress of the project from time to time to the Ministry of AYUSH.
- v. Submitting the final report to the Ministry of AYUSH.
- vi. Any other item of work that is incidental to and essential for completion of the project (to be included in the Form of Contract after due consultation between both the parties).

2.2 **Brief scope of work:** Construction of Regional Research Institute of Unani Medicine, Silchar, Assam.

In the year 1980, the Central Council for Research in Unani Medicine (CCRUM) had established a clinical research unit at Karimganj, which is about 50 Kms away from Silchar. The unit continued till 2006, when it was upgraded to Regional Research Centre (RRC) and was shifted to Silchar. General OPD is operational at RRC, Silchar since 2006. Clinical validation of safety and efficacy of Unani pharmacopoeial formulation, started in 2013 on diseases such as common cold, joint pain, stomatitis and productive cough, are continued. Gastro-intestinal disorder, skin diseases and malaria were the most common diseases in the patients attended. There is ample scope of Unani system of medicine in the area. The system is well accepted among the ailing masses.

Presently, there is no laboratory facility at the center. The Council has proposed to upgrade the centre to Regional Research Institute of Unani Medicine, Silchar, Assam (RRIUM) with a view to conduct scientific research particularly on Gastro-intestinal disorders which is an area of strength of Unani medicine and also on Malaria. In order to perform proposed activities, some additional manpower will also be required.

Specific targets proposed to be achieved:

The proposed Regional Research Institute of Unani Medicine (RRIUM), Silchar, Assam will be a premier institute for research in the North Eastern States. The main targets will include research in Unani Medicine. These programmes may include Clinical Research, Drug standardization Research, Survey and cultivation of Medicinal Plants, and Literacy Research. The General Out Patient Department (OPD) including specific geriatric OPD, Mobile clinical research programme, School Health programme etc.

3. Eligibility:

The PSUs should meet the Financial and Technical eligibility criteria (Quality Evolution Criteria) as per parameters laid down here under:

S.No.	Criterion	Minimum requirement
A	ORGANIZATIONAL STRENGTH	
(i)	Presence of in-house professionally qualified staff in the Central/State PSU in following indicative categories	
	• Civil Engineer	(Min. Qualification – B.Tech/Dip + Three years' Experience) 100 Engineers
	• Electrical Engineer	(Min. Qualification – B.Tech/Dip + Three Years' Dip) 10 Engineers
	• Architects on roll/ on approved panel	(Min. Qualification – B.Arch) 3 Architects
B	RELEVANT EXPERIENCE	
(i)	Value of projects(exceeding Rs.100 crore) in the last five years. Projects of similar nature will be considered such as Hospitals/teaching/Institutions/residential/Complex/Commercial Complex/Hospitality projects/ infrastructure works with civil/electrical works as major components	Rs. 1000 Crores (in five years)
C	FINANCIAL CAPABILITY	
(i)	Profit making (PAT)	Company should not be loss making for two consecutive years during last five years.

In case of a consortium bids, the credentials of the prime bidder will only be considered.

4. Clarifications on NIT Document:

4.1 The prospective PSU requiring any clarification on this document shall notify the Ministry of AYUSH in writing/e-mail or by Fax at the mailing address/ e-mail ID/FAX number indicated in Para 9.5 below, latest by 09.03.2017. Clarification sought, if any, are to be asked in the following format:

S.No	Clause No. of the NIT	Query/Clarification sought

4.2 Pre-Bid conference will be held **at 11:00Hrs on 10.03.2017** in the Conference hall, Ground Floor, AYUSH Bhawan, Ministry of AYUSH, 'B' Block, GPO Complex, INA, New Delhi - 110023. All efforts will be made to furnish clarification during the pre-Bid Conference. In exceptional cases, the same will be furnished subsequently. In both cases, the minutes of the pre-bid meeting containing clarifications shall be posted on the website of the Ministry of AYUSH.

4.3 Any clarifications issued by Ministry of AYUSH shall be an integral part of this document and shall amount to an amendment to the relevant clauses of this document.

5. Documents / details to be submitted in the Offer:

5.1 The PSU is required to furnish the following details / documents duly signed and stamped on each page by the authorized signatory of the PSU:-

- i. Technical Details about the PSU and other relevant information in the formats prescribed at **Annexure III to VIII** including documents in the details provided therein. (Such information shall form the basis of technical evaluation).
- ii. Certificate of Incorporation / Registration.
- iii. Copy of aims and objectives of the PSU as indicated in the Memorandum of Association and Articles of Association of the PSU.
- iv. Annual reports and audited statement or statements certified by an independent auditor appointed by the company; of accounts for the last five years (2011-12 to 2015-16). Certificates in support of turnover from the statutory auditors of the company will be certifying the

- turnover and profit. Net worth certificate in the prescribed format for the last five years or solvency certificate for the last six months.
- v. Copy of Certificates for Services Tax and copy of PAN and TAN.
 - vi. Copy of NIT & clarification issued by Ministry of AYUSH to this NIT, if any, as a mark of acceptance of all conditions of the NIT.
 - vii. A certificate from the Chairman/ Company Secretary of the PSU certifying the details of the signatory authority and attestation of such authority's signature or Power of Attorney in favor of the signatory authority for the purpose of signing bid documents.
 - viii. A detailed write-up on the PSU's Approach and Methodology to perform the assignment based on the TOR.

Note:

- a. All papers which are a photo copy and submitted as part of the proposal shall be duly attested by the company's CS/CA or Authorized signatory.
- b. Each of the pages of the proposal submitted will be signed and stamped by the authorized signatory of the PSU.
- c. Each page of the proposal should be duly numbered and total number of pages in the proposal should be clearly mentioned in the proposal. Index of the documents submitted in the NIT should be given and location of the documents submitted should be clearly mentioned in the index so that the tender evaluation committee is able to easily locate them. Non-compliance of this condition will result in rejection of the bid.
- d. All monetary figures should be INR.
- e. Only proposals complete in all respects and containing all requisite documents/ information/ data shall be accepted and evaluated. Proposals which are incomplete or lacking in any manner shall be declared "not responsive" and summarily rejected and no requests for condonation/ acceptance of information after the final date for submission of tender documents shall be entertained.

6. Availability of NIT / processing Fee

6.1 Documents and Processing Fee: Copy of the NIT can be downloaded from the website of this Ministry at www.ayush.gov.in. Demand Draft / Banker Cheque of Rs. 1000.00 (Rupees one Thousand only) drawn in favour of the **Pay and Accounts Officer (Sectt.), Ministry of Health and Family Welfare, Nirman Bhavan**, payable at Delhi /New Delhi towards the cost of NIT and processing fee shall be enclosed by the PSU with the technical bid. Bids not accompanied by the cost of NIT document downloaded from the website with processing fee will not be considered and will be summarily rejected.

7. Earnest Money Deposit:

7.1 To safeguard the interests of the Government, each bid will be accompanied by an Earnest Money Deposit of **Rs. 10.00 Lakhs (Rupees Ten lakhs only)**. Earnest Money can be Deposited along with the technical bid by means of Bank Guarantee (**in the respective format enclosed as Annexure I**) drawn in favour of the **Pay and Accounts Officer (Sectt.), Ministry of Health and Family Welfare, Nirman Bhavan** payable at Delhi/New Delhi. The Earnest Money Deposit shall have to be valid for at **least six months**. Technical bids not accompanied by Earnest Money or Earnest Money in deviation from above shall be summarily rejected. No interest shall be payable by the Employer for the sum deposited as EMD.

7.2 Earnest Money will be returned to all unsuccessful PSUs without interest as soon as practicable after a decision on Bids.

7.3 The Earnest Money shall be liable for forfeiture in the following events:

- I. If proposal is withdrawn during the validity period or any extension agreed by the bidder thereof.
- II. If the proposal is varied or modified in a manner not acceptable to the employer after opening of proposal during the validity period or any extension thereof.
- III. If the bidder tries to influence the evaluation process.
- IV. If the first ranked bidder withdraws his proposal prior to signing of contract or fails or refuses to furnish the performance security in accordance with instruction to the bidders.
- V. For contravention of any of the conditions of the NIT not acceptable to the employer.

8. Performance Security Deposit:

8.1 Successful PSUs shall within one month from the date of conveying acceptance of the tender in his favour in writing, have to deposit sum equal to five per cent of the total estimated cost of the PMC work agency charges for the proposed construction work as security for the fulfillment of the contract in the form of a Bank Guarantee (**in the prescribed format in Annexure VIII**) drawn in favour of the **Pay and Accounts Officer (Sectt.), Ministry of Health and Family Welfare, Nirman Bhavan**. The Performance Security Deposit shall have to be valid up to a period of 60 days beyond the defect liability period of the facilities created under the project.

9. Submission of Proposals:

9.1 **Two Bid System:** The original Technical Proposal shall be placed in a sealed envelope clearly marked “**TECHNICAL BID for engagement of Consultant for Construction of “Regional Research Institute of Unani Medicine, Silchar, Assam”**”. Similarly, the original financial proposal shall be placed in a separate sealed envelope clearly marked “**FINANCIAL BID for**

engagement of Consultant for Construction of “Regional Research Institute of Unani Medicine, Silchar, Assam”.The envelopes containing the Technical bid, financial bid, EMD and bid processing fees shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and **“Bid for engagement of Consultant for Construction of “Regional Research Institute of Unani Medicine, Silchar, Assam”.** It will also mention the name of the PSU with address and stamp. The **Ministry of AYUSH** shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and /or marked as stipulated. This circumstance may be reason for rejection of the bid. If the financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the proposal non-responsive.

9.2 Technical Bids will consist of –

- i. Copy of NIT & clarifications issued by Ministry of AYUSH to this NIT, if any, duly signed and stamped on each page by the authorized signatory of the PSU as a mark of acceptance of all conditions of the NIT
- ii. Cost of the NIT and processing fee of Rs. 1000 through bank draft / bankers cheque. (Non – refundable)
- iii. Prescribed Earnest Money Deposit (EMD)
- iv. All Documents as more specifically mentioned in Para 5.1 of this NIT
- v. Information in **Annexure III to VIII**. Technical bids not meeting this requirement or incomplete in any respect will not be considered and summarily rejected.

9.3 Financial Bids will consist of the Agency Charges to be quoted by the PSU in the prescribed format at **Annexure-II**. The Financial proposal shall not include any conditions to it and any such conditional financial proposal shall be rejected summarily.

9.3.1 Taxes: The Bidders shall fully familiarize themselves about the applicable Domestic taxes (Such as: value added or sales tax, service tax or income taxes, duties, fees, levies) on amounts payable by the Employer under the Contract. Service tax/Swaach Bharat cess/Krishi kalyan cess must be excluded by the bidders in the financial proposal.

9.4 While Technical Bids will be opened on the date and time given in para 10.1 below, financial Bid of only technically qualified PSUs will be opened later for which separate date and time will be notified on the website of this Ministry.

9.5 The proposal from the interested eligible PSUs shall be accepted at the following address up to **1430 Hrs** (Indian Standard Time) on **05.04.2017**.

The proposal shall be addressed to:

Professor Vd. K.S. Dhiman, DG(I/C), CCRUM
Jawaharlal Nehru Bhartiya Chikitsa
Ayusm Homoeopathy Anusandhan Bhawan,
61-65 Institutional Area, Janakpuri, New Delhi - 110058
Tele Fax. 011-28525486

9.6 The proposal may be sent by post or delivered in person on the above mentioned address. The responsibility for ensuring that the proposals are delivered in timewould vest with the PSU. Ministry of AYUSH shall not be responsible if the proposals are delivered late or elsewhere.

9.7 Any proposal received by the Employer rather by post or courier service or in person after the specified date and time will not be opened and **shall be returned unopened. Ministry of AYUSH, at its discretion, may extend the deadline for the submission of the proposals prior to the time of opening of Technical Bids, as it may deem appropriate.**

9.8 **Validity of the Bids:** The bids submitted by bidders shall remain valid for a period of **180 days** from the deadline date for submission of bids.

10. Opening of Proposals:

10.1 Ministry of AYUSH shall open the technical Bids at **1500 Hrs. on 05.04.2017** at the address stated in para 9.5 above in the presence of authorized representatives from participating PSUs, who choose to attend. In case the date fixed for opening of the proposals is subsequently declared as holiday by the Government, the proposals will be opened on the next working day with the time and venue remaining unaltered.

11. Evaluation:

11.1 The duly constituted Tender Evaluation Committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and by applying the evaluation criteria, specified in the NIT. In the first stage of evaluation, a proposal shall be rejected if it is found deficient as per the requirement indicated in the NIT for responsiveness of the proposal. Only responsive proposals shall be further taken up for evaluation. Evaluation of technical proposal will start first and at this stage the financial bid (proposal) will remain unopened. The proposals will be evaluated, based on the eligibility criteria and submission of all the requisite information /documents as asked for in this NIT in para 3, as per **Annexure III.**

11.2. Presentation by the eligible bidder: A detailed presentation by the eligible Bidder who clear the technical scrutiny. Date and time of the presentation will be intimated to the concerned PSUs. Presentation shall broadly include:

- i. Understanding of the Terms of References.
- ii. Technical approach and methodology,
- iii. Work plan including timelines;
- iv. Maintenance of quality;
- v. Steps to be taken for timely completion of the project, plan B or alternate methods to complete the project in any eventuality;
- vi. Experience of working for similar projects with infrastructure.
- vii. Organization and staffing including suitability of the key personnel for the project and any suggestion made by the bidder to improve the terms of reference. This is an illustrative list of items, but not exhaustive. Based on inputs received from the bidders during the presentation, the employer may modify/ amend the terms of reference, staffing schedule, work schedule, logistics, and reporting subsequently. These documents will then be incorporated in the Contract as **'Description of Assignment/ job.'** Special attention will be paid to clearly define the inputs and facilities required from the employer to ensure satisfactory implementation of the Assignment/job.

11.3 Evaluation shall be made **under Combined Quality cum Cost Based System (CQCCBS)**. Under CQCCBS, the **technical proposals will be allotted weightage of 70%** and only PSUs securing a minimum of **60%marks** in technical evaluation shall be considered technically qualified. Financial proposals of only those firms who are technically qualified shall be opened publicly on the date & time specified to be notified, in the presence of the PSU's representative who choose to attend. The name of the PSUs, their technical score (if deemed necessary by the employer) and their financial proposal shall be read aloud. **Financial proposals will be allotted weightage of 30%.**

11.4 Proposal with the lowest cost may be given a financial score of 100 and other proposals given financial score that are inversely proportional to their prices.

11.5 The total score, both technical and financial, shall be obtained by weighing the quality and cost scores and adding them up.

11.6 **Highest point's basis:** On the basis of the combined weighted score for quality and cost, the PSUs shall be ranked in terms of the total score obtained. The proposal obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 followed by the proposals securing lesser marks as H-2, H-3 etc. In case H-1 bidder withdraws, second highest bidder H-2 will be considered.

12. Agency charges.

12.1 Ministry of AYUSH shall approve designs which shall be prescribed for each construction work and the detailed working drawings/ preliminary/estimate/detailed estimated/structural designs will be uniform. The PSUs will have to quote the agency charges proposed to be charged by them in the financial bids. Such agency charges will be applicable on the actual cost of execution of the work and shall be substantiated with the help of documentary evidence establishing the amount of cost incurred by the CPSU towards the said construction(s).

12.2 Ministry will not reimburse any charges to the successful bidder towards legal fees, advertisements, third party certification fees, proof checking agency charges, travel expenses, incidental expenses or any other expenditure incurred for the execution of the project other than the statutory fees paid by the bidder to the statutory authorities.

13. Award of Contract

13.1 After Completing the evaluation and consultation as laid down in para 11.6, the employer shall issue a Letter of intent to the selected PSU and promptly notify all other PSUs who have submitted proposals about the decision taken.

13.2 The selected PSU through its authorized representative will sign the contract after fulfilling all the formalities within 15 days of issuance of the letter of intent.

13.3 **Terms of Payments:** Terms of payments will be included in the form of contract after due deliberation with the successful Bidder.

14. Confidentiality.

14.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the PSUs who submitted the proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any PSU of confidential information related to process may result in the rejection of its proposal and may be subject to the provision of the Government's antifraud and corruption policy.

15. Disclaimer

15.1 The information contained in this NIT or subsequently provided to applicants, whether verbally or in documentary or any other form by or on behalf of Ministry of AYUSH, or any its employees or advisers, is provided to applicants on the terms and conditions set out in this NIT and such other terms and conditions subject to which such information is provided.

15.2 This NIT is not an agreement. This NIT provides interested parties with information that may be useful to them in formulation of their proposals pursuant to

this NIT. This NIT includes statements, which reflect various assumptions and assessments arrived at by the Ministry of AYUSH, in relation to the construction work. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This NIT may not be appropriate for all persons, and it is not possible for the Ministry of AYUSH, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this NIT. The assumptions, assessments, statements and information contained in this NIT, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this NIT and obtain independent advice from appropriate sources. Information provided in this NIT to the Applicants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Ministry of AYUSH, accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

15.3 The Ministry of AYUSH, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this NIT or otherwise, including the accuracy, adequacy, correctness reliability or completeness of the NIT and any assessment, assumption, statement or information contained therein or deemed to form part of this NIT or arising in any way in this Selection Process.

15.4 The Ministry of AYUSH also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this NIT.

15.5 The Ministry of AYUSH may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this NIT.

15.6 The Ministry of AYUSH reserves right to accept or reject any or all proposal (s) or to annual the NIT process and reject all proposals at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected PSU (s) on the ground of such action.

15.7 The Applicant shall bear all costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Ministry of AYUSH, or any other costs

incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the Ministry of AYUSH shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation for submission of the proposal, regardless of the conduct or outcome of the Selection Process.

15.8 Any effort by a PSU to influence the proposal comparison / evaluation / work award decision by way of overt/covert canvassing shall result in non-consideration / rejection of its proposal.

15.9 The Ministry of AYUSH reserves the right to change the schedule of dates / time stated in this NIT. Changes, if any, will be displayed on the website of Ministry of AYUSH and it shall be the responsibility of the PSUs to keep themselves abreast of such updates. As such the PSUs are requested to regularly check the website of Ministry of AYUSH

15.10 In case of any dispute, jurisdiction of courts in New Delhi will apply.

15.11 The responsibility of giving truthful information without concealing any facts is that of the PSU (s). In case, at any stage, it is found that any information given by the PSU(s) is false / incorrect / concealed, then Ministry of AYUSH shall have the absolute right to take any action as deemed fit including but not limited to dropping the bidding PSU from consideration for award of work / blacklisting etc. without incurring any liability to the affected PSU(s) on the ground of Ministry of AYUSH's action.

16. Tentative cost of the project

16.1. Cost of the construction of the project: Rs. 47.88 Cr.

Kindly note that while quoting the agency charges as %age of the project cost only Cost of construction as mentioned at 16.1 above, is to be considered.

17. Project Life Cycle

17.1 The construction phase of the project will last 24 months, starting from the date of signing of the agreement between the successful bidder and the Ministry of AYUSH.

18. Liquidated Damages

18.1 If the agency/organization/institutions is not able to complete the works in time and/or is unable to furnish the reports in time the agency would be liable to be penalized as follows:

For delay: 1% of the fee (excluding taxes) per fortnight or part of it subject to maximum of 10% of the balance work of consultancy fee.

18.2 If the agency changes the Team Leader/Consultant/Expert who's CV has been submitted along with the technical bid due to their retirement/resignation, it has to obtain prior written consent from the Ministry of AYUSH for substituting a suitable person with equivalent qualification and experience. Failure to do so shall result in penalty by way of deduction of consultation fee as per following:

- a) Deduction @ 5% of total consultancy fee in case of substitution of Team Leader/ Project Manager without consent of the Ministry of AYUSH;
- b) Deduction @ 1% in each case upto 3% of the total consultancy fee in case of substitution of any other Consultant/ Technical Staff/ Expert without consent of Ministry of AYUSH.”

19. Payment Milestones

Stage	Sl. No.	Milestone	% payment	Cumulative percentage payment
Stage -1		Pre-construction stage		
	i.	Approval of concept plan, Master Plan & Detailed architectural design along with Geo-technical surveys	7.5	7.5
	ii.	Submission of applications for Clearances and approvals from statutory Bodies and submission of approved Drawings	7.5	15
	iii.	Submission of DPR with tender document and Drawings	7.5	22.5
	iv.	Checking and approval of DPR	10	32.5
	v.	Submission of Structural drawings after vetting from 3 rd party (IIT etc)	10	42.5
	vi.	Award of work to implement/construction agency.	7.5	50
Stage -2		Construction stage (on pro-rata basis)		

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	i.	Up to plinth	5	55
	ii.	Upto superstructure	5	60
	iii.	Up to finishing works, all services. Horticulture and landscaping	5	65
	iv.	Testing and commissioning	5	70
	v.	Taking over, obtaining of occupancy certificate, clearance from Fire Department and all other statutory NOC.	10	80
Stage -3		Post –Construction stage		
	i.	On completion of post-construction works.	10	90
	ii.	After completion of defect liability period	10	100

TECHNICAL BID

Proposed Quality Evaluation Criteria
(Total weightage 100 marks for Central / State PSUs)

S.No.	Criterion	Evaluation Criteria
A	ORGANIZATIONAL STRENGTH	25 marks
(i)	Presence of in-house professionally qualified staff in the PSU in following indicative categories.	
	<ul style="list-style-type: none"> Civil Engineer <p style="text-align: center;">13 marks</p>	<p>Civil Engineer (Min. Qualification – B.Tech/Dip with 3 years’ experience)</p> <ul style="list-style-type: none"> >300 Engineers : 13 marks > 250 <= 300 : 11 marks > 200 <= 250 : 9 marks >151 <= 200 : 7 marks >100 <= 150 : 5 marks <= 100 : 0 marks
	<ul style="list-style-type: none"> Electrical Engineer <p style="text-align: center;">7 marks</p>	<p>Electrical Engineer (Min. Qualification – B.Tech/Dip with Three years’ experience)</p> <ul style="list-style-type: none"> >20 : 7 marks > 15 <= 20 : 4 marks > 10 <= 15 : 2 marks <= 10 : 0 marks
	<ul style="list-style-type: none"> Architect on roll / on approved panel <p style="text-align: center;">5 marks</p>	<p>Architect (Min. Qualification – B.Arch)</p> <ul style="list-style-type: none"> > 5 : 5 marks >2 <= 5: 3 marks <= 2 : 1 marks
B	RELEVANT EXPERIENCE	20 marks
(i)	Value of projects (each exceeding Rs. 100 crores) in last five years 10 marks	<ul style="list-style-type: none"> i. > Rs.2000 Cr 10 Marks ii. > Rs. 1750 <= 2000 8 Marks iii. > Rs. 1500 <= 1750 6 Marks iv. > Rs. 1250 <= 1500 4 Marks v. >= Rs. 1000 <= 1250 2 Marks <p>Details of projects to be furnished by the bidder in a separate Annexure V to be enclosed with this.</p>
(ii)	Number of projects(each exceeding Rs.50 crore awarded in last 05 years) 10 marks	<p style="text-align: center;">No of Projects (10 marks)</p> <ul style="list-style-type: none"> i. > 20 10 Marks ii. > 14 <= 20 8 Marks iii. >9 <=14 6 Marks iv. > 4 <= 9 4 Marks v. >= 2 <=4 2Marks <p>Details of projects to be furnished by the bidder in a separate Annexure to be enclosed</p>

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		separately with this.
C	FINANCIAL CAPABILITY	15 marks
i)	Profit : Company should be profit making in last 3 years (PAT)	Average Annual profit in the last 3 years: i. > 40 Cr. 15 Points ii. > 30 <= 40 Cr. 12 Points iii. >20 <= 30Cr. 10 Points iv. > 10 <= 20Cr. 8 Points v. <= 10 Cr. 6 Points
D	APPROACH AND METHODOLOGY	40 marks
	Consultant Approach and Methodology to perform the Consultancy assignment / job based on the TOR	Mark to be allotted by Client's evaluation committee / team on the basis of presentation made by the PSU on the following parameters: i. Understanding of the Terms of Reference : 5 marks ii. Architectural Vision : 10 marks iii. Technical approach and methodology : 5 marks iv. Work plan including timelines: 4 marks v. Maintenance of quality : 5 marks vi. Steps to be taken for timely completion of the project, Plan B or alternate methods to complete the project in any eventuality : 4 marks vii. Experience of working in similar projects : 4marks viii. Organization and staffing including suitability of the Key personnel for the Project : 3marks
Total (A to D) : 100 Marks		
E	LITIGATION / ARBITRATION / DISPUTE CASES	MARKS (Marks in negative for E (i, ii, iii))
(i)	No. of litigation / arbitration / dispute cases during the last ten yearonly with client (from 2006-07 to 2015-16) in connection with construction works.	> 19 Cases : 5 marks >9 <= 19 Cases: 3 marks >=1 <= 9 Cases: 1 marks
(ii)	No. of projects executed during the last ten years (from 2006-07 to 2015-16) where time lines have been exceeded by more than one year	> 19 Cases : 5 marks >9 <= 19 Cases: 3 marks >=1 <= 9 Cases: 1 marks
(iii)	No. of projects executed during the last ten years (from 2006-07 to 2015-16) where project costs have been exceeded by 30%	> 19 Cases : 5 marks >9 <= 19 Cases: 3 marks >=1 <= 9 Cases: 1 marks

Signature of Authorized Signatory
Name of Authorized Signatory
PSU Stamp

FINANCIAL BID

Percentage (%) Agency charges (To be quoted by the PSU in digits/figures)	Percentage (%) Agency charges (To be quoted by the PSU in words)

Charges quoted should be excluding Service tax and Swacch Bharat/KrishiKalyancess.

Signature of Authorized Signatory
Name of Authorized Signatory
PSU Stamp

Annexure III

Details about bidding PSU

S.No.	Particulars										
1.	Full name of the Bidder PSU (in capital letters)										
2.	Full address of the Bidder PSU										
3.	(A) Telephone No. (B) Fax No.										
4.	Names and details of the Authorized Signatory of this NIT (Address, contact telephone number, Mobile number, Fax No., Email ID)										
5.	Has the bidder PSU been black listed by any organization? If so, attach the details of the same.										
6.	PAN :										
7.	TAN :										
8.	Service Tax registration No.:										
	No. of full time employees with the bidder PSU		Engineers	Supporting Staff (Technical)							
Financial strength of the Organization for the last 5 years.		Turnover					Net Profit				
		11-12	12-13	13-14	14-15	15-16	11-12	12-13	13-14	14-15	15-16

9. It is hereby certified that (The bidding PAU herein) has never been black-listed by Central / State Governments / PSUs.

10. It is hereby submitted that all the terms and conditions of this NIT are acceptable to the PSU / State PSU.

I hereby certify that the above-mentioned particulars are true and correct.

Signature of Authorized Signatory
Name of Authorized Signatory
PSU Stamp

Annexure IV

Details of Personnel

S. No.	Category	No. of persons
1.	Engineers: Civil Electrical Architect	
2.	Supporting Staff (Technical)	
	Total	

Signature of Authorized Signatory
Name of Authorized Signatory
PSU Stamp

Annexure V

Details of Net work offices

S. No.	Location	No. of Personnel		Details of Office Space	Details of Infrastructure
		Engineer	Supporting Staff (Technical)		

Signature of Authorized Signatory
Name of Authorized Signatory
PSU Stamp

Annexure VI

LIST OF ALL PROJECTS (HOSPITALS/ TEACHING INSTITUTIONS / RESIDENTIAL COMPLEX/COMMERCIAL COMPLEX/HOSPITALITY PROJECTS / INFRASTRUCTURE WORKS WITH CIVIL/ELECTRICAL WORKS AS MAJOR COMPONENTS) UNDERTAKEN BY THE PSU DURING LAST 10 YEARS (2006-07 to 2015-16)

Sl. No.	Nature of Project	Name of Client	Approved cost of Project	Date of Award of Project	Expected Date of Completion	Actual Date of Completion	Delay in months for completion of Project	Final Cost of Project	Cost overrun if any	Is there dispute/legal case/ Arbitration case raised/pending in respect of the project	Document attached as proof of completion of project such as (completion certificate/handling over/final payment/customer's testimonial)	Reference Page No. of the bid document
1.												
2.												
3.												
4.												
5.												
6.												
.												
.												
.												
n												

Note: List should contain **All Projects** in chronological order undertaken by the PSU during last 10 years.

Signature of the Authorized Signatory

Annexure VII

BID SECURITY (BANK GURANTEE)

WHEREAS _____ (name of bidder)
(hereinafter called “the bidder”) has submitted his bid dated _____
(date) _____ for
_____ (name of contract)
(hereinafter called “ the Bid”).

KNOW ALL PEOPLE by these presents that we _____ (name of
bank) of _____(name of country) having our registered office
at _____ (hereinafter called “ the Bank”) are bound unto
_____ (name of employer) ((hereinafter called “
the Employer”) in the sum of _____for which payment well and truly
to be made to the said Employer the bank binds itself, his successors and assigns by these
presents.

SEALED with the common seal of the said Bank this _____ day of
_____ 20_____ .

THE CONDITIONS of these obligations are:

- (1) If after Bid opening the Bidder withdraws his Bid during the period of bid validity specified in the Form of Bid;
- Or
- (2) If the Bidder having been notified of the acceptance of his Bid by the Employer during the period of bid validity;
 - a. Fails or refuses to execute the Form of Agreement in accordance with the instruction to Bidders, if required; or
 - b. Fails or refuses to furnish the Performance security, in accordance with the instruction to bidders, or
 - c. Does not accept the correction of the Bid Price.

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the employer will note that the amount claimed by him is due to him owing to the occurrence of one or any of the three conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date _____ days after the deadline for submission of Bids as such deadline stated in the instructions to Bidders or as it may be extended by the Employer, notice of which extension (s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE _____ SIGNATURE OF THE BANK
_____ WITNESS
_____ SEAL _____

(Signature, name and address)

- 1. The Bidder should insert the amount of the guarantee in words and figures denominated in Indian Rupees.
- 2. 28 days after the end of the validity period of the Bid. Date should be inserted by the Employer before the Bidding documents are issued.

PERFORMANCE SECURITY

To: _____ (Name of Employer)
_____ (Address of Employer)

WHEREAS _____ (name and address of contractor) (hereinafter called "the contractor") has undertaken, in pursuance of contract No. _____ (date) _____ to execute _____ (name of contract and brief description of works) (hereinafter called "the contract").

AND WHEREAS we agreed to give the contractor such a Bank Guarantee;

NOW THEREFOR we hereby affirm that we are the Guarantor and responsible to you, on behalf of the contractor, up to a total of _____ (amount of guarantee) _____ (in words) such sum being payable in the types and proportions of currencies in which the contract price is payable, and we undertake to pay you, upon your first written demand, and without cavil or argument, any sum or sums within the limits of

_____ (amount of guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the contractor before presenting us with the demand.

We further agree that no change or addition to or other modification or he terms of the contract or of the works to be performed there under or of any of the contract documents which may be made between you and the contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 28 days from the date of expiry of hen Defects Liability Period.

Signature and deal of the guarantor

Name of Bank _____ Address _____

Date _____

1. An amount shall be inserted by the Guarantor, representing the percentage of the contract Price specified in the contract and denominated in Indian Rupees.