
 <b>Government eProcurement System</b>	<b>eProcurement System Government of India</b>	
	<b>Tender Details</b>	
	Date : 16-Jan-2025 05:45 PM	
	 Print	

**Basic Details**

<b>Organisation Chain</b>	Indian Institute of Management Sirmaur		
<b>Tender Reference Number</b>	IIMS/PUR/Architectural Consultant/33/2024-25		
<b>Tender ID</b>	2025_IIMS_844748_1	<b>Withdrawal Allowed</b>	Yes
<b>Tender Type</b>	Open Tender	<b>Form of contract</b>	Works
<b>Tender Category</b>	Services	<b>No. of Covers</b>	2
<b>General Technical Evaluation Allowed</b>	No	<b>ItemWise Technical Evaluation Allowed</b>	No
<b>Payment Mode</b>	Offline	<b>Is Multi Currency Allowed For BOQ</b>	No
<b>Is Multi Currency Allowed For Fee</b>	No	<b>Allow Two Stage Bidding</b>	No

**Payment Instruments**

Offline	S.No	Instrument Type
	1	Demand Draft
	2	R-T-G-S
	3	NEFT

**Cover Details, No. Of Covers - 2**

Cover No	Cover	Document Type	Description
1	Fee/PreQual/Technical	.pdf	EMD, Certificate of MSME/NSIC, Valid Incorporation Certificate, PAN registration, GST registration
		.pdf	Declaration about nonblacklisting, duly filled documents as per Annexure-3 of the NIT.
		.pdf	Work experience certificates, Average Annual Turnover statements duly certified by CA
		.pdf	Solvency certificate duly issued by the bidder bank, Appendix-A, Appendix-B
		.pdf	Duly filled TECH-1, TECH-2, TECH-3, TECH-4, TECH-5, TECH-6, Organizational setup of applicant bidder
		.pdf	undertaking to be submitted on the applicants letterhead as per Sr No 19 of the Annexure3 of the NIT
		.pdf	Any other relevant document, etc
2	Finance	.xls	Financial Bid BoQ

**Tender Fee Details, [Total Fee in ₹ \* - 0.00]**

<b>Tender Fee in ₹</b>	0.00	<b>Fee Payable To</b>	Nil	<b>Fee Payable At</b>	Nil
<b>Tender Fee Exemption Allowed</b>	No				

**EMD Fee Details**

<b>EMD Amount in ₹</b>	2,50,000	<b>EMD Exemption Allowed</b>	Yes
<b>EMD Fee Type</b>	fixed	<b>EMD Percentage</b>	NA
<b>EMD Payable To</b>	The Director, IIM Sirmaur	<b>EMD Payable At</b>	The Director, IIM Sirmaur

[Click to view modification history](#)

**Work / Item(s)**

<b>Title</b>	Notice Inviting Tender for Selection of Architectural Consultant for the Concept Planning of Phase-II development of IIM Sirmaur
<b>Work Description</b>	Notice Inviting Tender for Selection of Architectural Consultant for the Concept Planning of Phase-II development of IIM Sirmaur



<b>Pre Qualification Details</b>	As per tender document				
<b>Independent External Monitor/Remarks</b>	Central Purchase Committee				
<b>Show Tender Value in Public Domain</b>	No				
<b>Tender Value in ₹</b>	50,00,000	<b>Product Category</b>	Consultancy	<b>Sub category</b>	Architectural Consultant
<b>Contract Type</b>	Tender	<b>Bid Validity(Days)</b>	90	<b>Period Of Work (Days)</b>	120
<b>Location</b>	IIM Sirmaur	<b>Pincode</b>	173031	<b>Pre Bid Meeting Place</b>	Conference Hall, IIM Sirmaur
<b>Pre Bid Meeting Address</b>	Virtually at Conference Hall, IIM Sirmaur	<b>Pre Bid Meeting Date</b>	29-Jan-2025 11:00 AM	<b>Bid Opening Place</b>	IIM Sirmaur
<b>Should Allow NDA Tender</b>	No	<b>Allow Preferential Bidder</b>	No		

**Critical Dates**

<b>Publish Date</b>	16-Jan-2025 05:45 PM	<b>Bid Opening Date</b>	17-Feb-2025 11:00 AM
<b>Document Download / Sale Start Date</b>	16-Jan-2025 05:45 PM	<b>Document Download / Sale End Date</b>	14-Feb-2025 05:00 PM
<b>Clarification Start Date</b>	NA	<b>Clarification End Date</b>	NA
<b>Bid Submission Start Date</b>	16-Jan-2025 05:45 PM	<b>Bid Submission End Date</b>	14-Feb-2025 05:00 PM

**Tender Documents**

NIT Document	S.No	Document Name	Description	Document Size (in KB)
	1	Tendernotice_1.pdf	NOTICE INVITING TENDER FOR SELECTION OF ARCHITECTURAL CONSULTANT FOR THE CONCEPT PLANNING OF PHASE-II DEVELOPMENT OF IIM SIRMAUR HIMACHAL PRADESH	2245.33

Work Item Documents	S.No	Document Type	Document Name	Description	Document Size (in KB)
	1	Tender Documents	16012025NITArchConsultant.pdf	Notice Inviting Tender for Selection of Architectural Consultant for the Concept Planning of Phase-II development of IIM Sirmaur	2228.76
	2	BOQ	BOQ_888036.xls	Financial Bid BoQ	323.00

**Bid Openers List**

S.No	Bid Opener Login Id	Bid Opener Name	Certificate Name
1.	aaopurchase@iimsirmaur.ac.in	Sharad Prakash Bhosale	Sharad Prakash Bhosale
2.	ao_personnel@iimsirmaur.ac.in	HUKAM CHAND	Hukam Chand
3.	akdas@iimsirmaur.ac.in	Amiya Das	AMIYA KUMAR DAS

**GeMARPTS Details**

<b>GeMARPTS ID</b>	NHTD9I5RQ9HD
<b>Description</b>	Architectural Consultant for Concept Planning
<b>Report Initiated On</b>	16-Jan-2025
<b>Valid Until</b>	15-Feb-2025

**Tender Properties**

<b>Auto Tendering Process allowed</b>	No	<b>Show Technical bid status</b>	Yes
<b>Show Finance bid status</b>	Yes	<b>Stage to disclose Bid Details in Public Domain</b>	Technical Bid Opening
<b>BoQ Comparative Chart model</b>	Normal	<b>BoQ Comparative chart decimal places</b>	2
<b>BoQ Comparative Chart Rank Type</b>	L	<b>Form Based BoQ</b>	No

**TIA Undertaking**

S.No	Undertaking to Order	Tender complying with Order	Reason for non compliance of Order
1	PPP-MII Order 2017	Agree	
2	MSEs Order 2012	Agree	

**Tender Inviting Authority**

<b>Name</b>	Senior Consultant (Administration)
<b>Address</b>	Senior Consultant (Administration), IIM Sirmaur, Dhaula Kuan, HP

**Tender Creator Details**

<b>Created By</b>	HUKAM CHAND
<b>Designation</b>	Administrative Officer
<b>Created Date</b>	16-Jan-2025 05:03 PM





**IIM SIRMAUR**  
KNOWLEDGE . LEADERSHIP

**INDIAN INSTITUTE OF MANAGEMENT SIRMAUR**

(An Autonomous body under the aegis of Ministry of Education, Govt. of India)

**Open Tender NIT No. IIMS/PUR/Architectural Consultant/33/2024-25 Dated 16.01.2025.**

**Notice Inviting Tender  
for**

**SELECTION OF ARCHITECTURAL CONSULTANT FOR  
THE CONCEPT PLANNING OF PHASE-II DEVELOPMENT OF IIM SIRMAUR (HP).**

Online tendering through CPPP (<https://eprocure.gov.in/eprocure/app>)

**Purchase Office  
Indian Institute of Management Sirmaur  
Dhaura Kuan, Paonta Sahib, Distt. Sirmaur,  
Himachal Pradesh-173031  
Email: [purchaseoffice@iimsirmaur.ac.in](mailto:purchaseoffice@iimsirmaur.ac.in) Website: [www.iimsirmaur.ac.in](http://www.iimsirmaur.ac.in)**



### DISCLAIMER

The information contained in the Notice Inviting Tender document ("NIT") or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of IIM Sirmaur or any of their 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.

The NIT is not an agreement and is neither an offer nor invitation by IIM Sirmaur to the prospective Applicants or any other person. The purpose of the NIT is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this NIT. It includes statements, which reflect various assumptions and assessments arrived at by IIM Sirmaur in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. The NIT may not be appropriate for all persons, and it is not possible for IIM Sirmaur, its employees or advisers, to consider the objectives, technical expertise and particular needs of each party who reads or uses the NIT. The assumptions, assessments, statements and information contained in the NIT, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in the NIT and obtain independent advice from appropriate sources. Adherence to local building bye-laws, NBC provisions and sound architectural/engineering practice.

IIM Sirmaur, 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 the 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 the NIT or arising in any way in this Selection Process.

IIM Sirmaur 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 the NIT.

The issue of this NIT does not imply that IIM Sirmaur is bound to select an Applicant or to appoint the Successful Applicant/ Architectural Consultant, as the case may be, for the Consultancy. IIM Sirmaur reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

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



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**DATA SHEET**

Sl. No.	Description	
1	Method of Selection proposal required	Quality cum Cost Based Selection (QCBS)
2	Bid submission start date	16.01.2025 from 05:00 PM onwards
3	Last Date of Receipt of Queries for the pre-bid meeting	28.01.2025 up to 01:00 PM Any query received after this date & time will not be entertained further. All concerned are requested to keep regularly visit the website <a href="http://www.iimsirmaur.ac.in">www.iimsirmaur.ac.in</a>
4	Pre-Bid meeting	Pre-bid meeting will be held online on 29.01.2025 at 11:00 AM. The prospective bidder may submit their request for pre-bid meeting through email to <a href="mailto:purchaseoffice@iimsirmaur.ac.in">purchaseoffice@iimsirmaur.ac.in</a> with subject line: "Pre-Bid Meeting for Selection of Architectural Consultant For The Concept Planning Of Phase-II Development of IIM Sirmaur (HP). for IIM Sirmaur up to 01.00 PM on 28.01.2025. Online meeting link shall be shared to the interested bidders by email on request only.
5	Bid submission close date	14.02.2025 up to 05:00 PM
6	Opening Date of Technical Bid	17.02.2025 at 11:00 AM.
7	Date of Presentation (physical)	To be intimated through email to the shortlisted applicants
8	Date of opening of Financial Bid	To be intimated later
9	Duration of services:	04 Months from the date of issue of LoI
10	Estimated Value of tender	Rs. 50,00,000/- (Rupees Fifty Lakh only)
11	EMD	Rs. 2,50,000/- (Rupees Two lakh & fifty thousand only) Exempted for MSME/NSIC firms Beneficiary Name: Indian Institute of Management Sirmaur Name of Bank: ICICI Bank Bank Address: Paonta Sahib, District Sirmaur, H.P. 173025. Account No.:140701000266 IFSC Code: ICIC0001407
12	Performance Security Deposit (PSD)	10% of contract values
13	Validity of bid/proposal	90 days from due date of Submission of proposal.
14	Representative/Contact Person of Client	<b>Senior Consultant (Project)</b> Indian Institute of Management Sirmaur Dhaura Kuan, District-Sirmaur, HP - 173031 Tel No: 9425501122 Website: <a href="http://www.iimsirmaur.ac.in">http://www.iimsirmaur.ac.in</a> Email: <a href="mailto:sc_project@iimsirmaur.ac.in">sc_project@iimsirmaur.ac.in</a>
15	Name and Address where queries/correspondence concerning this Notice Inviting Tender is to be sent	As above.



## SECTION - I

### 1. INTRODUCTION

1.1 Indian Institute of Management Sirmaur (IIMS) is a Centrally Funded Institution of National Importance set up by the Government of India in 2015. IIM Sirmaur is one of the newer institutions of the IIM family in the country. As a premier institution, under the aegis of Ministry of Education, GoI, it aims to provide Management Education of high quality and promotes allied areas of knowledge and inter-disciplinary studies. The permanent Campus of IIM Sirmaur is situated at Dhaula Kuan, District Sirmaur, HP. The IIM Sirmaur permanent campus is spread over 203 acres of land. Phase-I of the campus construction is nearing completion under the supervision of CPWD. The campus is nestled in a valley surrounded by hills and reserve forest, thus presenting a wonderful scenic landscape. All Phase-I buildings are designed with typical Himachali Kath-Kuni architecture.

#### 1.2 Project Background

The campus of **Phase-II Development of IIM Sirmaur** is proposed to be developed in the Dhaulakuan, District Sirmaur of Himachal Pradesh. The vibrant lush green campus is already enabled with Wi-Fi connectivity, CCTV surveillance (proposed), hi tech security measures and excellent amenities with green building features. The modern architecture of the buildings and the serene environment of the campus shall be of 3-star rating green building features (LEED/GRIHA/IGBC).

IIM Sirmaur (HP) intends to develop the second phase of its campus on the allocated land at Dhaula Kuan, Sirmaur (HP). For Phase II, building area of approximate 42000 sqm is envisaged to be developed. Area identified for these developments are detailed in Annexure 2 of the document. Please note that the design brief is tentative and selected consultant will have to finalize the design brief with IIM Sirmaur after award of the project.

The proposed campus Phase-II is to be designed on energy efficient design principle and as per applicable byelaws and Urban Design Guidelines of Town and Country Planning, Himachal Pradesh. With the aforesaid objective, IIM Sirmaur ("Authority") invites proposals in prescribed format from Firms/ Team of Architects and Engineers for selection of "Architectural Consultant" for the Concept Planning of Phase-II Development of IIM Sirmaur (HP) in District Sirmaur (HP).

- 1.2.1 This NIT is addressed to Architects registered with Council of Architecture (CoA) India and Architects' Organizations fully owned by Architects registered by CoA, eligible as per primary eligibility criterion given in this document. However, Architects of foreign origin registered with CoA, India may directly participate or if not registered with CoA, may participate through Indian Architects registered with CoA.
- 1.2.2 The Applicants who submit the Proposal shall be called as Applicants/Architect/Consultant. The Proposal would form the basis of selection of the Applicants. The successful Applicant shall be called Architectural Consultant. After selection a letter of award would be sent to the Architectural Consultant and shall be insisted for signing of the Service Agreement between IIM Sirmaur and the Architectural Consultant for providing the Services.
- 1.2.3 The Scope of work (SOW) and design requirements for the Project has been set out in **Section II**.
- 1.2.4 The consultancy services as detailed in the NIT are to be provided as per the ToR.





- 1.2.5 IIM Sirmaur shall receive Proposals pursuant to this NIT in accordance with the terms set forth in this NIT and other documents to be provided by IIM Sirmaur (collectively the "Proposal Documents"), as modified, altered, amended and clarified from time to time by IIM Sirmaur, and all Proposals shall be prepared and submitted in accordance with such terms.
- 1.2.6 The statements and explanations contained in this NIT are intended to provide a proper understanding to the applicants about the subject matter of this NIT and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Architectural Consultant set forth in the Agreement or IIM Sirmaur's rights to amend, alter, change, supplement or clarify the scope of work, to be awarded pursuant to this NIT or the terms thereof or contained herein. Consequently, any omissions, conflicts or contradictions in the Proposal Documents including this NIT are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by IIM Sirmaur.
- 1.3 The Selection process:**
- 1.3.1 IIM Sirmaur has adopted **Quality cum Cost Based Selection (QCBS)** system for evaluation and Selection. The Applicants are required to submit their proposal online including price bid. This shall be followed by presentation before the designated committee.
- 1.3.2 During the period of submission of the bids, applicants are invited to visit the site and examine the parameter and scope of work in detail, and to carry out, at their cost, such studies as may be required for submitting their respective Proposals for the Project.

Any queries or request for additional information concerning this NIT shall be submitted in writing or e-mail to the officer designated. The envelopes/ communication shall clearly bear the following identification/ title: "**Queries/Request for Additional Information: Proposal for the Selection of Architectural Consultant for the Concept Planning of Phase-II Development of IIM Sirmaur (HP)**".

- 1.3.3 IIMS intends to invite bids for phase-II constructions in CPWD's **EPC-type-1** mode. Therefore, the deliverables shall include the clear and complete requirements.

## 2. INSTRUCTION TO APPLICANTS

### A. GENERAL

#### 2.1 General terms of Proposal

- 2.1.1 An applicant can submit only one Proposal.
- 2.1.2 For the purpose of this NIT document, a Business Entity shall mean a sole proprietorship firm / registered partnership firm / a company registered in India under the Companies Act 1956.
- 2.1.3 The Applicant should submit a Power of Attorney as per the format at Appendix -B, authorizing the signatory of the Proposal to commit the Applicant.
- 2.1.4 The Proposal and all communications in relation to or concerning the Proposal Documents shall be in English language.
- 2.1.5 The Proposal Documents including this NIT and all attached documents are and shall remain the property of IIM Sirmaur and are transmitted to the Applicants solely for the purpose of preparation and the submission of a Proposal in accordance herewith. Applicants are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Proposal. IIM Sirmaur will not return any Proposal or any information provided along therewith.
- 2.1.6 This NIT is not transferable.
- 2.1.7 Notwithstanding anything to the contrary contained in this NIT, the detailed terms specified in the General Conditions of Contract shall have overriding effect;



**2.2 Site visit and verification of information**

Applicants are encouraged to submit their respective Proposal after visiting the site and any other matter considered relevant by them. It shall be deemed that by submitting a bid, the Applicant has:

- a. Made a complete and careful examination of the Bid Documents;
- b. Received all relevant information requested from IIM Sirmaur;
- c. Acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the Proposal Documents or furnished by or on behalf of IIM Sirmaur relating to any of the matters above;
- d. Satisfied itself about all matters, things and information necessary and required for submitting an informed Proposal/bid, execution of the Project in accordance with the Bid Documents and performance of all of its obligations there under;
- e. Acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bid Documents or ignorance of any of the matters shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from IIM Sirmaur, or a ground for termination of the Service Agreement; and
- f. Agreed to be bound by the undertakings provided by it under and in terms hereof.

**2.3 Right to accept and to reject any or all Proposals/Bids**

**2.3.1** Notwithstanding anything contained in this NIT, IIM Sirmaur reserves the right to accept or reject any Proposal or to annul the Selection Process and reject all bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore.

**2.3.2** IIM Sirmaur reserves the right to reject any Proposal/bid if:

- a. At any time, a material misrepresentation is made or uncovered, or
- b. The Applicant does not provide, within the time specified by IIM Sirmaur, the supplemental information sought by IIM Sirmaur for evaluation of the proposal.

**2.3.3** In case it is found during the evaluation or at any time before signing of the Service Agreement or after its execution and during the period of subsistence thereof, that one or more of the conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the applicant shall be disqualified forthwith if not yet appointed as the Architectural Consultant either by issue of the LOA or has entered into the Service Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this NIT, be liable to be terminated, by a communication in writing by IIM Sirmaur to the Applicant, without IIM Sirmaur being liable in any manner whatsoever to the Applicant or Architectural Consultant, as the case may be.

**2.3.4** IIM Sirmaur reserves the right to verify all statements, information and documents submitted by the Applicant in response to the NIT. Failure of IIM Sirmaur to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of IIM Sirmaur there under.

**2.4 Clarifications and Amendment to NIT Documents**

**2.4.1** Applicants may request a clarification of any of the issue related to the NIT document up to the date indicated in the Data Sheet. Any request for clarification must be sent in writing to the mail Id indicated for correspondence. The responses of IIMS will be uploaded in the website <http://www.iimsirmaur.ac.in> without identifying the source of inquiry.

**2.4.2** IIM Sirmaur shall endeavor to respond to the questions raised or clarifications sought by the Applicant during pre-bid meeting.

**2.4.3** IIM Sirmaur may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Applicant. All such clarifications and interpretations issued by IIM Sirmaur shall be deemed to be part of the Proposal Documents. Verbal clarifications and information given by any Authority or its employees or representatives shall not in any way or manner be binding on IIM Sirmaur.

**2.4.4** At any time before the proposal due date the IIMS may, whether at its own initiative, or in response to a clarification requested by a firm, amend the NIT by issuing an amendment. The amendment shall be uploaded in the website (<http://www.iimsirmaur.ac.in>) only. The amendments shall be binding on the Applicants. To give Applicants reasonable time to take an amendment into account in their proposals, the



IIMS may at its discretion, if the amendment is substantial, extend the deadline for the NIT submission by uploading a notice in the website of IIMS only. In case there is a substantial change in NIT, IIMS will publish the revised NIT in the website (<http://www.iimsirmaur.ac.in>) and the same should be submitted.

## 2.5 PRE-BID MEETING

Pre-Bid Meeting of the Applicants will be convened in online mode at the designated date, time and place. Invited applicants shall be allowed to be present in the Pre-Bid Meeting. A maximum of three representatives of each Applicant shall be allowed to participate. The prospective bidder may submit their request for pre-bid meeting through email to [purchaseoffice@iimsirmaur.ac.in](mailto:purchaseoffice@iimsirmaur.ac.in) During the course of Pre-Bid Meeting, the Applicants will be free to seek clarifications and make suggestions for consideration of IIM Sirmaur. IIM Sirmaur shall make note the concerns and endeavour to provide clarifications and such further information as it may, in its sole discretion, considered appropriate for facilitating a fair, transparent and competitive Selection Process, with in three working days by an email or corrigendum on CPP Portal and institute's website. Any query received after this date & time will not be entertained further. All concerned are requested to keep regularly visit the website [www.iimsirmaur.ac.in](http://www.iimsirmaur.ac.in).

## 2.6 MINIMUM ELIGIBILITY CRITERIA

The Applicants, participating in the Proposal shall be a single Business Entity, shall fulfill the following minimum eligibility conditions as given below: -

- 2.6.1 a The consultant shall have experience in providing of comprehensive, architectural planning and designing Academic Institutional Campus projects of 45,000 sq. mtr built up area in a single Project or 30,000 sq. mtr built up area each, in two projects completed during last 7 years after 31.10.2017 in India for any Govt. Organization /urban local body/Authority. (proof to be attached)
- 2.6.2 *Note: large Academic Institutional Campus projects mean a campus designed for educational institutions of national repute such as Central Universities, IITs, IIMS, AIIMS, National Law Universities, and IISER etc. in a single project. Proof of project completion certificate and other supporting documents such as copy of work order, agreement and certificate of completion from Client shall be enclosed.* (proof to be attached)
- 2.6.1 b The firms having past experience in designing and execution of green buildings and campuses certified by LEED / GRIHA/ IGBC shall only be considered.
- 2.6.2 The Minimum Average Annual Gross Turnover of a firm should be INR 40.00 lakh during last three completed financial years FY (i.e. 2021-22, 2022-23 & 2023-24). (Audited balance sheet duly signed by CA and notarized should be enclosed). Annual turnover is total certified payments received for contracts in progress or completed during the financial year. For above, the Applicant has to submit audited balance sheets of their financial turn over/ accounts along with profit and loss account for the last three or four years, along with the proposal Documents. Where necessary, the IIMS can make enquiries with the Applicant's Bankers.

*Note: For the purpose value of executed works and financial turnover, the amount shall be brought to current costing level by enhancing the actual value of work at the rate of 7% per annum (compounded annually), calculated from the date of completion to last date of receipt of applications.*

- 2.6.3 Submission of Undertaking by the Applicant on the following:
- No existing litigation
  - Not currently debarred by Govt. of India/Autonomous bodies/urban local body/Authority.
  - The Applicant never filed any law suits or requested arbitration with regard to any contract within the last five years
  - No judgment, claim, arbitration proceeding or suit pending or outstanding against the Applicant or its officers
  - Bankruptcy was never filed by the Applicant, its subsidiaries or its parent companies
- 2.6.4 For the purpose of this NIT document,
- A Business Entity shall mean a sole proprietorship firm / registered partnership firm/ a company registered in India under the Companies Act 1956.
  - A Sole Proprietorship firm should furnish either the GST or IT returns for the last two financial years



NIT for the Selection of Architectural Consultant for the Concept Planning of Phase-II Development of IIM Sirmaur (HP).  
as proof of identity.

- c. A registered partnership firm should furnish registration certificate under the registrar of firms and the partnership deed executed between the partners as proof of identity.
  - d. A company should furnish certificate of incorporation and memorandum of association as proof of identity.
  - e. IIMS intends to appoint a single entity for the assignment. So, submission of Proposals by a consortium/consortia is not permitted.
  - f. Experience of an Applicant as a member of a consortium/consortia, for any project/work shall not be considered.
  - g. The NIT document can be downloaded from the web site <http://www.iimsirmaur.ac.in/> and <https://eprocure.gov.in/eprocure/apps>
- 2.6.5 IIMS shall have the discretion to marginally modify the scope of work under the assignment and also to appoint other consultant for providing services.
- 2.6.6 IIMS intends to adopt the bidding process for selection of Architectural Consultant for the Assignment as detailed in this documents hereunder. The ToR and the scope of services are set out in Section-II.
- 2.6.7 The Proposals received from eligible Architectural Consultant shall be evaluated on the basis of the criteria set out in this NIT document. Each Applicant shall submit a maximum of one (1) Proposal for the Assignment. Any Applicant who submits more than one Proposal for the Assignment shall be disqualified. The Applicant shall also be responsible and shall pay for all of the costs associated with the preparation of its Proposal and its participation in the bidding process.
- 2.6.8 The Successful Applicant is required to enter into a Contract Agreement with IIM Sirmaur and the draft of the same is set out in **Annexure I**. The fees shall be paid by IIM Sirmaur in the manner as set out in the Draft Contract Agreement.
- 2.6.9 The Agreement period shall be for 4 months. The agreement period may further be extended by mutual consent.
- 2.6.10 The Proposal shall remain valid for a period not less than 90 days from the Proposal Due Date (Proposal Validity Period). IIMS reserves the right to reject any Proposal, which does not meet this requirement. The proposal validity period may further be extended on mutual consent.

## 2.7 Honorarium

- 2.7.1 As a token of appreciation of the efforts put in by the applicants, IIMS has decided to offer honorarium of Rs. 1,00,000/- to TOP THREE Technical Scorers. Design by such top three entries including the copyrights will be the property of IIMS.
- 2.7.2 The above sums shall be payable in Indian Rupees and are inclusive of GST and all taxes and are subject to income tax deductions/ any other tax deductions at source, as applicable at the time of payment.
- 2.7.3 No other payment will be made to meet travel or any other incidental expenses.
- 2.7.4 The honorarium shall be disbursed after the final award of work order to the selected Applicant.
- 2.7.5 In the case of the applicant who is awarded the work, the honorarium given will be adjusted as part of the total fee for professional services payable.



## 2.8 Conflict of interest

IIM Sirmaur policies require that selected Applicants under contracts provide professional, objective, and impartial advice and at all times hold the IIM's interest paramount, avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work. Applicants shall not be engaged for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of IIM Sirmaur. Without limitation on the generality of the foregoing, Applicants, and any of their associates shall be considered to have a conflict of interest and shall not be engaged under any of the circumstances set forth below:

- a) If a consultant combines the function of consulting with those of contracting and/or supply of equipment; or
- b) If a consultant is associated with or affiliated to a Consultant or manufacturer; or
- c) If a consultant is associated with or affiliated to or combines the function of consulting with the firm that prepared the Detailed Project Report (DPR) Architectural Planning or proof checking engineering, design for the project(s) under assignment.
- d) If a consultant is owned by a Consultant or a manufacturing firm for the projects(s) under assignment. offering services as Applicants for the consultant should include relevant information on such relationships along with a statement in the Technical bid to the effect that the consultant will limit its role to that of a consultant and disqualify itself and its associates from work, in any other capacity or any future project within the next five years (subject to adjustment by IIM Sirmaur in special cases), that may emerge from this assignment (including bidding or any part of the future project). The contract with the consultant selected to undertake this assignment will contain an appropriate provision to such effect; or
- e) If there is a conflict among consulting assignments, the consultant (including its personnel) and any subsidiaries or entities controlled by such consultant shall not be engaged for the relevant assignment.

## 2.9 Fraud and Corruption

2.9.1 IIMS requires that Applicants to observe the highest standard of ethics during the selection process and in execution of contracts. In pursuance of this policy, the IIMS defines, for the purposes of this provision, the terms set forth below are as follows:

- (a) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any party in the Service Provider selection process or in contract execution;
- (b) "fraudulent practice" means a representation or omission of facts in order to influence a selection process or the execution of a contract;
- (c) "collusive practices" means a scheme or arrangement between two or more Applicants, designed to influence the action of any party in a Service Provider selection process or the execution of a contract;
- (d) "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a Service Provider selection process, or affect the execution of a contract; and

2.9.2 IIMS will reject a proposal for award if it determines that the Service Provider recommended for award has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question;

2.9.3 IIMS will sanction a party or its successor, including declaring ineligible, either indefinitely or for a stated period of time, such party or successor from participation in Client-financed activities if it at any time determines that the Service Provider has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, an Client-financed contract; and



- 2.9.4 IIMS will have the right to require that, in Service Provider selection documentation and in contracts financed by the Client, a provision be included requiring Applicants to permit the IIMS or its representative to inspect their accounts and records and other documents relating to Service Provider selection and to the performance of the contract and to have them audited by auditors appointed by the Client.

## 2.10 Preparation of the Proposal

The contents of the Bid are as follows:

### 2.10.1 Technical Bid

The following documents shall be submitted as a part of the technical Bid:

- a. **Letter of proposal** in the prescribed format (**Appendix A**);
- b. **Power of Attorney** for signing the proposal in the prescribed format (**Appendix – B**).
- c. **NIT and draft Service Agreement** duly signed in blue indelible ink and stamped by the authorised representative of the Applicant.
- d. Integrity pact & Integrity Agreement.
- e. A brief description of the organization supported by a certified copy of registration of the Firm and details of contact person in Form **TECH-1**.
- f. Description of Experience of Applicant to illustrate Experience (Not to exceed A-4 size Three page for each Project) in Form **TECH-2**. Experience of Consultancy (from Project commencement to Completion) should be supported by a certificate from an authority of the rank of Executive Engineer/ General Manager, or Equivalent rank of the client. The certificate should clearly set out the name of the project, activities undertaken, project cost, date of commencement and date of completion of consultancy services. In case the Project cost is not set out in the certificate from the client, the Applicants can submit a certificate from Statutory Auditor indicating the same.
- g. The Minimum Average Annual Gross Turnover of Applicant should be INR 40.00 lakh. (Indian Rupees forty lakh Only) in Form **TECH-3** during last three complete financial years FY (i.e. 2021-22,2022-23& 2023-24.)
- h. Organizational setup of applicant including senior, mid-level architect, draftsman etc.
- i. CVs (Curriculum Vitae) of the Lead Architect proposed for this assignment. It should not exceed four pages (A-4 size) using Form **TECH-4**. The name, age, nationality, background employment record, and professional experience of nominated expert, with particular reference to the type of experience required for the assignment should
- j. Only one CV should be submitted. Higher rating will be given to nominated expert who is a regular full-time employee for more than 24 months prior to the proposal due date.
- k. (i) General approach and methodology, work and staffing schedule in from **TECH-5**. It should be in maximum five (05) pages inclusive of charts and graphs. Comments, if any, on the TOR to improve performance in carrying out the assignment. Innovativeness will be appreciated, including workable suggestions that could improve the quality/effectiveness of the assignment. (ii) Broad conceptual Proposal: Plans, elevations, 3D views and HD resolution etc.
- l. Integrity pact should be submitted as per Form **TECH-6**.
- m. Following undertakings should also be submitted on the applicant's letter head:
  - i. No existing litigation
  - ii. Not currently debarred by Govt. of India.
  - iii. The Applicant never filed any law suits or requested arbitration with regard to any contract within the last five years
  - iv. No judgment, claim, arbitration proceeding or suit pending or outstanding against the Applicant or its officers
  - v. Bankruptcy was never filed by the Applicant, its subsidiaries or its parent companies



2.10.2 The Technical bid shall not include any financial information and any Technical proposals containing financial information shall be declared non-responsive.

2.10.3 Financial Bid

The Financial proposal must be submitted as per prescribed BoQ only in the CPP portal. The format attached at Annexure-IV is for reference only. The billing rate shall be inclusive of remuneration cost of personnel, all out of pocket expenses, cost of lodging, boarding, travel, transportation, documentation overhead, all the taxes, including GST cost to company, profits etc.

2.10.4 The Applicant is expected to examine carefully the contents of all the documents provided. Failure to comply with the requirements of NIT shall be at the Applicant's own risk.

2.10.5 It shall be deemed that prior to the submission of the bid, the Applicant has:

- a. made a complete and careful examination of terms and conditions / requirements, and other information as set forth in this NIT document;
- b. received all such relevant information as it has requested from Client; and
- c. Made a complete and careful examination of the various aspects of the Project.

2.10.6 IIM Sirmaur shall not be liable for any mistake, error, or neglect by the Applicant in respect of the above.

2.11 Submission, Receipt and Opening of Proposals

2.11.1 Tenders who do not confirm to the specified requirements will be held non-responsive. The copy of original document shall be scanned and uploaded.

The Financial bid shall be opened after the technical evaluation following the presentation. After technical evaluation, date and time of opening of price tender shall be communicated by e-procurement system to the successful Applicant in technical evaluation. The financial bid of only the Applicants found qualified as per the eligibility criteria shall be opened online. The Contract shall be awarded to the Applicant whose tender has been determined based on the highest composite score (Technical + Financial) as per formula.

2.11.2 Supporting documents to be submitted by the consultants

a) The Applicants shall submit along with the Technical Proposal the following documents in support of its eligibility.

Sr.	Parameter	Supporting Documents
i.	<i>The consultant shall have experience in providing of Comprehensive, planning and designing large Academic institutional campus building projects of area not less than 45,000 Sq. mtr in a single Project or 30,000 Sq. mtr each, in two projects completed during last 7years i.e. after 31.10.2017 in India for any Govt. Organization /urban local body/Authority.</i>	Work order & Completion Certificate from the client shall be enclosed. <b>For the purpose only the work for which DPR has been submitted and completed and the execution at site has started shall be considered for evaluation.</b>
ii.	Experience of the firm in Planning and designing of green buildings/ campus certified by LEED / GRIHA/IGBC.	3 projects of the applicant must have obtained 3 star GRIHA/LEED or gold rating and above of IGBC in last 10 years. Certificate of this effect from certifying agency are needed.
iii.	Minimum Average annual gross turnover of a firm should be <b>INR 40.0 lakh</b>	Duly certified by the statutory Auditor/ Chartered Accountant (Form TECH-3)
iv.	Qualifications and competence of the key professional staff proposed	CVs of the key professionals as detailed in NIT



## 2.12 Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the Proposals shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising IIM Sirmaur in relation to or matters arising out of, or concerning the Selection Process. IIM Sirmaur will treat all information, submitted as part of the Proposal, in confidence and will require all those who have access to such material to treat the same in confidence. IIM Sirmaur may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or IIM Sirmaur.

## 2.13 Earnest Money Deposit Details:

a) EMD of Rs. 2,50,000 (Six Two Lakh Fifty Thousand Only) should be submitted through NEFT or RTGS in favour of Indian Institute of Management Sirmaur in the below mentioned bank account:

**Beneficiary Name : Indian Institute of Management Sirmaur**  
**Name of Bank : ICICI Bank**  
**Bank Address : Paonta Sahib, District Sirmaur, H.P. 173025.**  
**Account No. : 140701000266**  
**IFSC Code : ICIC0001407**

b) Micro and Small Enterprises (MSEs) firms as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or the firms registered with the Central Purchase Organization as MSME or the concerned Ministry or Department or Startups as recognized by Department of Industrial Policy & Promotion (DIPP), as concerned relevant category are exempted from EMD. However, they have to enclose valid self-attested registration certificate(s) for the same.

c) The bidders who seeks exemption from EMD as per clause above, if they withdraw or modify their bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, they will be suspended/blacklisted for the period of three years or as decided by the competent authority from being eligible to submit bids for contracts with the entity that invited the bids.

d) EMD of all unsuccessful bidders will be returned after selection of the vendor. EMD of the successful bidder will be converted into Performance Guarantee.

e) In the event of bidder backing out before actual award or execution of agreement, IIM Sirmaur shall forfeit the EMD. In case, the successful tenderer declines the offer of contract, for whatsoever reason(s) his EMD will be forfeited.

f) The amount of EMD is liable to be forfeited, if the bidder withdraws the tender or after the acceptance of the offer and fails to remit the Performance Security Deposit.

g) No interest will be paid on the EMD / Performance Security deposited / remitted.

h) The Bidders will have to upload scanned copy of Payment details towards EMD and the same will be accepted only on verification & confirmation by the Institute. Any delay in credit will not be entertained by the Institute.

i) The bidder should also be ready to extend the validity, if required, without changing any terms, conditions etc. of their original tender.





#### 2.14 Instruction For Preparation & Submission Of Online Bids:

- a) This tender document will be published & available on the Central Public Procurement Portal (URL: <http://eprocure.gov.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>.
- b) Technical bid should be submitted in PDF format & Financial bid should be submitted in format mentioned in the Financial part.
- c) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and in general the documents are to be uploaded in the PDF formats. Bid documents may be scanned with 100 dpi with colour/black and white option.
- d) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- e) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- f) Kindly upload scanned PDFs of all relevant documents in a single PDF file as per Technical Bid Cover requirement.
- g) 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.
- h) Bidder should log into the portal 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 non-submission of bids in time or any delay due to other issues.
- i) The technical and financial bids should be submitted online through CPP portal <http://eprocure.gov.in/eprocure/app> in original. The financial bid should include all the cost and other taxes (As per Central govt. norms) mentioned in the Financial Bid. If there is any separate cost, then that will be not acceptable.

#### 2.15 Registration:

- a) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "Click here to Enroll" on CPP Portal is free of charge.
- b) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- c) 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.
- d) Upon enrolment, 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. Sift / TCS/ nCode/ eMudhra etc.), with their profile.
- e) 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 DSC's to others which may lead to misuse.
- f) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.



## 2.16 Searching For Tender Document:

- a) 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.
- b) 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 / e-mail in case there is any corrigendum issued to the tender document.
- c) 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.

## 3. EVALUATION, AWARD AND SIGNING OF AGREEMENT

- 3.1 The evaluation of the proposals shall be done on Quality cum Cost Basis (QCBS). From the time the proposals are opened till the time the contract is awarded, the Applicant should not contact IIM Sirmaur on any matter related to its Technical and/or Financial proposal. Any effort by an Applicant to influence in examination, evaluation, ranking of proposals or recommendation for award of contract may result in rejection of the Applicant's proposal.
- 3.2 No request for alteration, modification, substitution or withdrawal shall be entertained by IIM in respect of proposals already submitted by the Applicant.
- 3.3 Prior to evaluation of proposals, IIM Sirmaur will determine whether each proposal is responsive to the requirements of the NIT by opening the technical. A proposal shall be considered responsive only if:
  - (a) It is received by the proposal due date including any extension thereof;
  - (b) It is accompanied by the Power of Attorney, authorizing a representative of the Applicant for signing the proposal;
  - (c) It contains all the information (complete in all respects) as requested in the NIT;
  - (d) Integrity pact & Integrity Agreement;
  - (e) It does not contain any condition or qualification;
  - (f) IIM Sirmaur reserves the right to reject any proposal which is non-responsive.
  - (g) To facilitate evaluation of Proposals, IIM Sirmaur may, at its sole discretion, seek clarifications in writing from any Applicant regarding its Proposal.
- 3.4 IIM Sirmaur shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and presentation point system specified in the 3.7a. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it does not respond to important aspects of the NIT, and particularly the Terms of Reference or if it fails to achieve the minimum technical score of 48 as indicated in the 3.7a.
- 3.5 After the technical evaluation, IIMS shall notify in writing Consultants that have secured the minimum qualifying mark, the date, time for opening the Financial Proposals. The financial proposal shall be opened online and after opening of financial proposal consultant can see offers of all participant, online.
- 3.6 The lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the 3.7b. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1):  $S = St \times T\% + Sf \times P\%$ . The firm achieving the highest combined technical and financial score will be eligible for award of work.



3.7 The Evaluation of the Proposal shall be done based on the following scoring system –  
The proposals will be evaluated on Quality cum Cost Based services with a weight age of Technical 80% and Financial 20%

The Proposal evaluation shall be done based on the following scoring system the criteria, sub-criteria, and point system for the evaluation of Full Technical & Financial Proposals are:

3.7a TECHNICAL: Evaluation Score: Presentation will consist of the following parameters and points:

S.No.	Parameters	Points
1	<b>Sustainability:</b> Experience of the firm in Planning and designing of campus and green buildings certified by LEED / GRIHA/ IGBC <i>Note : Project with 3 star or gold rating: 3 marks for each Project with 4 star and above or platinum rating: 5 marks for each</i>	15
2	<b>Barrier free environment:</b>	5
3	<b>Pre-Concept</b>	15
	<ul style="list-style-type: none"> <li>Understanding of the Phase II project requirements</li> <li>Innovativeness of methodology/Comments on Terms of Reference</li> </ul>	
4	<b>Concept design</b>	45
	<ul style="list-style-type: none"> <li>Broad Conceptual proposal on campus planning.</li> <li>Conformity with the existing Phase-I building design.</li> <li>Economic Design</li> </ul>	
<b>Technical score (1+2+3+4) =</b>		<b>80</b>
Financial bids of those scoring a minimum of 48 marks in the above technical evaluation shall be opened and top 3 will be eligible to get an honorarium of Rs.1,00,000/-. Only the top combined score of both technical and financial will get award of the work.		
<b>3.7b FINANCIAL:</b>		
5	<b>Financial score</b>	20
<b>Composite score (1+2+3+4+5)</b>		<b>100</b>
<b>Total points:100</b>		
<p><b>The minimum technical score (St) required to be eligible :48</b> Financial bid in respect of consultants qualifying the technical score shall only be opened. The formula for determining the financial scores is the following: <math>S_f = 100 \times F_m / F</math>, in which <math>S_f</math> is the financial score, <math>F_m</math> is the lowest price and <math>F</math> the price of the proposal under consideration. The weights given to the Technical and Financial Proposals are: <math>T = 80\%</math>, and <math>P = 20\%</math> Proposals are ranked according to their combined technical (<math>S_t</math>) and financial (<math>S_f</math>) scores using the weights (<math>T =</math> the weight given to the Technical Proposal; <math>P =</math> the weight given to the Financial Proposal; <math>T + P = 1</math>) as following: <math>S = S_t \times T\% + S_f \times P\%</math>.</p>		



**Important Note:** “\* “The Lead Architect/ Lead Consultant shall deliver the presentation. No other person shall be allowed to deliver the presentation. In case the Lead Architect / Lead Consultant does not attend for making presentation the marks in “PRESENTATION” shall not be given.

- 3.8 Financial Proposals shall be opened online.
- 3.9 The event of acceptance of the Proposal of the Preferred Applicant with or without negotiations, IIMS shall declare the Preferred Applicant as the Successful Applicant. IIMS will notify the Successful Applicant through a Letter of Acceptance (LoA) that its Proposal has been accepted.
- 3.10 The Successful Applicant(s) shall execute the Consultancy Agreement within one week of the issue of LoA or within such further time as IIMS may agree to in its sole discretion. The successful applicant will provide the Performance Guarantee to the tune of 10% of the awarded amount.
- 3.11 Failure of the Successful Applicant to execute the consultancy agreement within specified period shall constitute sufficient grounds for the annulment of the LoA and forfeiture of the right to the honorarium due to him/her as a winner and Performance Guarantee.
- 3.12 Notwithstanding anything contained in this NIT, IIMS reserves the right to accept or reject any Proposal, or to annul the bidding process or reject all Proposals, at any time without any liability or any obligation for such rejection or annulment.
- 3.13 **Contract commencement date**  
Commencement of work shall start five days after award of the work.

#### 4. MISCELLANEOUS

- 4.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Paonta Sahib (H.P.), shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Selection Process.
- 4.2 IIM Sirmaur, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- Suspend and/ or cancel the Selection Process and/ or amend and/ or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
  - Consult with any Applicant in order to receive clarification or further information;
  - Retain any information and/ or evidence submitted to IIM Sirmaur by, on behalf of, and/ or in relation to any Proposal; and/ or
  - Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Applicant.
- 4.3 It shall be deemed that by submitting the Proposal, the Applicant agrees and releases IIM Sirmaur, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.



## SECTION - II

- DESIGN REQUIREMENTS
- SCOPE OF WORK
- TERMS OF REFERENCE (TOR)

### 1. DESIGN REQUIREMENTS

#### 1.1.1 Philosophy of Design

- The purpose of the Design is to provide a stimulating and sustainable environment for modern institutional campus. Maintaining an eco-balance and protecting the environment are a matter of grave concern for humankind today. The Design should reflect this concern and respond to it in a fitting manner.
- The Design should keep in mind the climate, ecology, topography, soil and vegetation of the site.
- The campus layout and detail should promote pedestrian friendly movement and promote maximum interaction between various departments.
- The infrastructure, facilities and buildings should be functional and also have a built-in flexibility to accommodate the foreseeable future technical advances.
- The overall design, the layout, planning of the institutional buildings should be done to draw a balance between the initial costs as well the cost of maintenance and upkeep during its useful life span. The building materials proposed as well the height and the orientation of the buildings should reflect this. The local/regional and vernacular techniques, material, and processes for sustainable design have to be a part of the design vocabulary.
- All proposed designs have to be in accordance with the prevailing building regulations and bye-laws.
- Barrier free environment.

#### 1.1.2 The Campus: Qualitative Requirements

- It is desired to have an institutional campus which will progressively use less conventional energy and use more and more of renewable energy as well as recycle more and more until an optimum level is reached.
- The design of the buildings should take into account the local climate conditions and materials and should be in harmony with them. The building should be designed to be equipped with state-of-the art systems, they should be bright, well ventilated a well-lit and usable with a minimum of artificial lighting and forced cooling and ventilation.
- The proposed plan must meet the best practices/ standards/ provisions as applicable to ecologically-sustainable design in line with local geo-climatic conditions, and which result in efficient use of energy, water and other natural resources.
- Sustainability initiatives shall need to be performance-based and shall be continuously monitored to ensure that they provide good value for investments.



- e. The institutional campus 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 scales on which they would deliver the services, shall be mandated, at the Master Plan level, as the key building blocks for spatial analysis, planning and design, instead of unit area norms.
- f. As a corollary to the above expectations, the institutional campus plan 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 & support services etc.
- g. The institutional campus Plan shall be a comprehensive referral document for sustainable development of infrastructure and buildings as are required. This plan must provide orientation, guidance and inspiration, to all stakeholders for all time to come.
- h. The institutional campus master Plan 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; intelligent building management and automation systems, and all necessary low voltage systems and networks that may be required for the development and functioning of such campus.
- i. The institutional 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 the local climatic conditions.
- j. The institutional campus master Plan shall have planning phases as per present requirement. These shall include 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.
- k. Conflict of Interest - Persons or consultants who are involved in preparation of the NIT, short-listing and the evaluation process, will not be eligible to participate as applicant or as a proxy. Members of the expert committee and Jury shall also not have conflict of interest.

**Summarizing all this, master plan shall:**

- a. Provide sustainability policies to promote sustainable design and operation of campus functions;
- b. Minimize the energy and resource consumption;
- c. Protect and conserve water;
- d. Use environmentally-friendly products and materials;
- e. Enhance indoor environmental quality;
- f. Optimize operational and maintenance practices;
- g. Suggest a strategy wherein the performance of all of the above (and, perhaps, any others) can be continuously monitored and evaluated.
- h. Barrier free environment.

**1.1.3 Design Elements**

The overall master plan of the campus has been made and the first phase of construction has been completed. The phase-II construction of the campus is proposed to be taken up through this NIT.



**It is expected that, the design language particularly the façade of phase-II buildings shall be in line with that of Phase-I construction.**

Though the master plan for the campus is in place but the requirement of IIM Sirmaur in phase-II has changed and therefore, the functional planning of phase-II buildings are to be done in line with the new requirements.

The scope of works for the conceptual design for the maximum built up area shall be as per scope of work as listed below. The scope of works shall be complete as listed in the detailed scope of works.

**1.1.3a Phase-II pre concept design brief with accommodation details**

S. No.	Academic Program / Facility	Phase-02	Design Brief with accommodation details
(1)	Hostel Facility		<ul style="list-style-type: none"> <li>S/G+5 Structure (up to maximum 21M height)</li> <li>Faculty and staff residences only will have stilt parking.</li> </ul>
l(a)	Hostel for Full Time Program		
	Hostel for MBA (General & THM)	100	<ul style="list-style-type: none"> <li>Single occupancy room with Common toilet block on every floor.</li> <li>Total no of rooms- 100 Nos.</li> <li>AC rooms only and corridors without AC.</li> <li>03 utility rooms consisting Washing Machine, Microwave and Refrigerator at every alternate floor.</li> <li>1 common room (Capacity-50) with AC at Ground floor.</li> <li>Group Discussion Room (Capacity 12).</li> <li>Boys and Girls Separation.</li> <li>Small sit-out for every student room of size 4x4 feet approx.</li> </ul>
	Ph.D. + Transit	30	<ul style="list-style-type: none"> <li>Suite type accommodation with Double bed facility (Living room+ kitchenette (refrigerator &amp; mixer provision) + study room of size 8 x 5 feet with table and book shelf and elec. connection + 1 bedroom.)</li> <li>Unit area (Approx.) - 28 sqm each bay with attached toilet excluding circulation area.</li> <li>AC room only. (Type of AC - VRV/VRF type)</li> <li>Space for ODU for VRV/VRF</li> <li>02 utility rooms consisting Washing Machine, Microwave and Refrigerator at every alternate floor.</li> <li>1 common room with AC at Ground floor for 15 people.</li> <li>Balcony of appropriate size.</li> </ul>
	Under Graduate	600	<ul style="list-style-type: none"> <li>Triple occupancy rooms with common toilet as per NBC norms.</li> <li>AC room only. (Type of AC - VRV/VRF type)</li> </ul>



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		Management Program		<ul style="list-style-type: none"> <li>• 01 utility rooms consisting Washing Machine, Microwave and Refrigerator for 30-35 Student strength.</li> <li>• Each room with cupboard, Bed, and Study table for each student.</li> <li>• AC common room (Capacity 60-70) with AC at Ground floor in each block.</li> <li>• Balcony provision.</li> <li>• Separate blocks for boys and Girls.</li> <li>• Barrier free environment for every blocks.</li> <li>• Warden residence(3 BHK) between boys and girls hostels as a buffer.</li> </ul>
1(b)		Hostel for Executive Program		
	(i)	MBA (MM)	45	<ul style="list-style-type: none"> <li>• Suite type accommodation with Double bed facility.</li> <li>• Unit area (Approx.)- 28 Sqm each bay with attached toilet excluding circulation area.</li> <li>• Total no of rooms- 45 Nos.</li> <li>• AC room only. (Type of AC - VRV/VRF type)</li> <li>• Space for ODU for VRV/VRF</li> <li>• Utility rooms consisting Washing Machine, Microwave and Refrigerator at alternate floor.</li> <li>• Balcony for every room.</li> <li>• 1 recreation room with AC and TV, TT table and carom with appropriate seating at Ground floor.</li> </ul>
S. No.		Academic Program/ Facility	Phase-02	Type of Accommodation
	(ii)	MBA (FB)	120	<ul style="list-style-type: none"> <li>• Suite type accommodation with Double bed facility.</li> <li>• Unit area (Approx.)- 28 Sqm each bay with attached toilet excluding circulation area.</li> <li>• Total no of rooms- 120 Nos.</li> <li>• AC room only. (Type of AC - VRV/VRF type)</li> <li>• Space for ODU for VRV/VRF</li> <li>• Utility rooms consisting Washing Machine, Microwave and Refrigerator at every alternate floor.</li> <li>• 1 common room with AC and TV, TT table and carom with appropriate seating at Ground floor.</li> <li>• Balcony of appropriate size.</li> </ul>
	(iii)	PGPX	60	<ul style="list-style-type: none"> <li>• Suite type accommodation with Double bed facility (Living room+ kitchenette (refrigerator &amp; mixer provision) + study room of size 8 x 5 feet with table and book shelf and elec. connection + 1 bedroom.)</li> <li>• No of block- 01, G+5.</li> </ul>





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				<ul style="list-style-type: none"> <li>• Unit area (Approx.) - 28 sqm each bay with attached toilet excluding circulation area.</li> <li>• Total no of rooms- 60 Nos.</li> <li>• AC room only. (Type of AC - VRV/VRF type)</li> <li>• Space for ODU for VRV/VRF</li> <li>• Utility rooms consisting Washing Machine, Microwave and Refrigerator at alternate floor.</li> <li>• 1 common room with AC at Ground floor.</li> <li>• Balcony of appropriate size.</li> </ul>
1(c)	Total Number of Students		955	
(2)	Residential Facility		Phase-II	Type of Accommodation G/S+5 Structure (up to 21M height)
2(a)	Faculty Housing		448	<ul style="list-style-type: none"> <li>• Apartment having 3BHK with balcony &amp; Servant room</li> <li>• Unit area 150 Sqm. Excluding circulation area.</li> <li>• Separate entry for servant entry and exit.</li> <li>• Each room to have cross ventilation.</li> <li>• Provision for AC in each room.</li> </ul>
	(i)	Type (Special)		
	(ii)			
	(iii)			
2(b)	Staff Housing		32	<ul style="list-style-type: none"> <li>• Unit area without circulation area:                             <ul style="list-style-type: none"> <li>a) 2 BHK unit area- 75 Sqm.</li> <li>b) 3 BHK unit area - 120 Sqm.</li> </ul> </li> <li>• Total no of units:                             <ul style="list-style-type: none"> <li>a) 2 BHK unit – 24 (2 BHK)</li> <li>b) 3 BHK unit – 8 (3 BHK)</li> </ul> </li> </ul>
	(i)	Type 3/4		
	(ii)			
2(c)	MDP Guest House (Management Development Program)			<p>Extension of existing MDP Guest house.</p> <ul style="list-style-type: none"> <li>• Single Occupancy: 40 Rooms with attached toilet.</li> <li>• Provision for ledge, extra-large bed (6x4 feet), individual wardrobe and luggage rack, study table, side table, study chair, coffee table, lounge chair, minibar cabinet and dressing unit with mirror)</li> <li>• Meeting room of 10 seating capacity.</li> <li>• AC room only. (Type of AC - VRV/VRF type)</li> <li>• Recreation room with large TV, TT table, carom &amp; appropriate seating for TV viewing.</li> <li>• Dining room with kitchen and store room.</li> <li>• Suitable provision for reception, entrance lobby, manager, linen room etc.</li> </ul>
	(i)	Rooms	40	



(3)	<b>Faculty Club</b>		<b>Ground floor Structure</b>
	(i)	Indoor sports room	
	(ii)	Swimming Pool	
			<ul style="list-style-type: none"> <li>• Single hall of capacity 25 persons.</li> <li>• Large TV with appropriate seating</li> <li>• Adequate electricity points for heaters.</li> <li>• Billiard, TT, Chess, Carom, cards etc. in the sports room, store cum manager room.</li> </ul>
			15x25 mtr. pool (depth-1200mm) + kids pool (Area as per standards and depth-450 mm) & shower and changing room facility with lockers (15 nos.).
(4)	<b>Mess for Proposed Program</b>		500
			<ul style="list-style-type: none"> <li>a) Ground floor structure - with separate veg and non-veg kitchens, toilets, staff resting &amp; accommodation.</li> <li>b) No of block- 01</li> <li>c) Single floor with provision for vertical/lateral extension of another floor.</li> </ul>

## 2. SCOPE OF WORK

### 2.1 Broad Scope of services

#### General

- a. All the designs are required to convey the similar architectural aesthetics of the existing buildings.
- b. All the designs shall be NBC and local body compliant
- c. All the designs shall be ADA/ 'Specially abled' compliant
- d. All the designs shall be in conformity to the list showing the types of buildings and its respective requirements.
- e. Special emphasis shall be on the eco- sensitive, environment friendly design solutions.

### 2.2 Scope of Services and Deliverables

#### 2.2.1 Pre Concept stage-

Architect shall submit 3 conceptual directions with respect to Master planning and planning / layouts of each type of building

##### 2.2.1 a Submission requirement:

- Master plan layout
- Layout direction of each type of building

2.2.1 b Format of submission- 6 sets of hard copies at appropriate scale (Not less than A2 size for buildings and Not less than A0 size for the master plan)

##### 2.2.1 c Note:

- Upon IIM selecting one of the options, the Architect can move to next stage

#### 2.2.2 Concept Stage

The Architect should develop the selected option into the concept stage by integrating the layout plan of phase-II requirements in the existing master plan and the building drawings, matching with the requirements given. It is expected that the clarity with respect to circulation, dimensioning, functionality of the master plan and the buildings is achieved at this stage along with its elevational aesthetics language.

The adaptation of the architectural language needs to be expressed in this stage, conceptually.

##### 2.2.2 a Submission requirement:



- Master plan layout by integrating phase-II with existing phase-I
- Layout direction of Each type of building: Layout should indicate the dimensions of each type of rooms/ spaces, with proposed built-up area schedule and the building footprint on the ground level.
- Elevational concept expressing architectural aesthetics in conformity and harmony with existing buildings

**2.2.2 b Format of submission:**

- 6 sets of hard copies at appropriate scale (Not less than A2 size for buildings and Not less than A0 size for the master plan) and editable soft copies in AutoCAD and/or pdf formats.

**2.2.2 c Note:**

- If IIMS feels that any of the aspects desired to achieve architecturally, it reserves the right to ask the Architect to improve upon and resubmit the entire or part of the submission of this stage.
- Upon IIM Sirmaur offering its go ahead with or without comments, the Architect can move to next stage.

**2.2.3 Schematic stage**

The Architect shall develop the approved concept stage drawings into schematics by incorporating the comments made by IIMS while approving in previous stage, if any.

**2.2.3 a Submission requirement:**

- Modified master plan layout as per IIMS observations in earlier stage, by integrating phase-II with existing phase-I (to be finalized at this stage)
- Layout should indicate the dimensions of each type of rooms/ spaces, with proposed built-up area schedule and the building footprint on the ground level. Area statement should reflect the net usable area and the area under circulation, services etc. to clearly define the efficiency of design.
- Plans, elevations and sections of each type of building with clear dimensions shown also in hard copy.
- Details particularly expressing the aesthetics of each type of building.
- The heights of the various habitable spaces (different for class rooms, Hostel rooms, club house etc) are to be suggested also at false ceiling level considering the space required for beam depths and for ceiling mounted building services.
- Schedule of Openings with proposed materials for doors, windows and glazings.
- Schedule of finishes with proposed material and colour schemes
- The furniture/ equipment layout of each room - at least 3 options of each type of room to serve different functional requirements of respective spaces.
- Justification with respect to NBC compliance giving its references especially but not limited to Fire norms, elevators, sanitary requirements, staircases, passage ways and access ways etc.
- Barrier free environment.

**2.2.3 b Format of submission:**

- 6 sets of hard copies at appropriate scale (Not less than A2 size for buildings and Not less than A0 size for the master plan) and editable soft copies in both AutoCAD & pdf formats.

**2.2.3 c Note:**

- If IIMS feels that any of the aspects desired to achieve architecturally, it reserves the right to ask the Architect to improve upon and resubmit the entire or part of the submission of this stage.
- Upon IIM Sirmaur offering its go ahead with or without comments, the Architect can move to next stage.

**2.2.4 Final Submission stage**

At this stage, the architect is expected to modify /correct/incorporate suggestions made by the IIMS in the previous stages and prepare a final docket of entire drawing set, good enough to convey the design intent in



entirety and to further invite tender for constructions in EPC 1 mode. This will include but not limited to the following submission requirements:

2.2.4 a Submission requirement:

- Finalised Master plan layout
- Plans, elevations and sections of each type of building with clear dimensions shown also in hard copy.
- Elevations and sections more particularly expressing the aesthetics of the building elaborating with architectural details at specific locations and levels
- The heights of the various habitable spaces (different for class rooms, hostel rooms, club house etc.) are to be suggested also at false ceiling level considering the space required for beam depths and for ceiling mounted building services
- All the plans and elevations should express the suggested structural system by incorporating the structural grids, shear walls, beams, columns etc. as and where applicable with their approximate sizes.
- Schedule of Openings with proposed materials and basic description of doors, windows and glazings.
- Schedule of finishes with proposed material and colour schemes
- The furniture/ equipment layout of each room- at least 3 options of each type of room.
- Justification with respect to NBC compliance giving its references especially but not limited to for Fire norms, Elevators, sanitary requirements, staircases etc.

2.2.4 b Format of submission:

- 6 sets of hard copies at appropriate scale (Not less than A2 size for buildings and Not less than A0 size for the master plan) and editable soft copies in AutoCAD and pdf formats.

2.2.4 c Note:

- If IIMS feels that any of the aspects desired to achieve architecturally, it reserves the right to ask the Architect to improve upon and resubmit the entire or part of the submission of this stage.

### 3. TERMS OF REFERENCE

#### 3.1 General notes:

- All the designs should be optimized and express efficiency, functionality and cost effectiveness.
- It may be noted that the design exercise and submittals are architectural drawings, expressing the design intent in its entirety suitable to call for tenders in EPC 1 mode.
- However, the submitted designs are expected to suggest the design direction/kind of Structure and MEP and other applicable design disciplines, say but not limited to acoustics, audio visual, fire norms, lightings, solid waste management etc. as envisaged in the architectural design.
- Architect is also expected to anticipate the requirements of other referred disciplines and make provisions for Shafts, MEP spaces, spaces for thickness of acoustic panels, sunken slabs etc. as could be required.
- The heights of the various habitable spaces (Different for class rooms, Hostel rooms, club house etc.) are to be suggested at false ceiling level considering the space required for beam depths and for ceiling mounted building services
- Architect is expected to anticipate the location of Building services and utility block(s) in master plan for infrastructural services such as Chiller plant room, Transformer rooms, electric panels rooms, sewerage disposal space for solid waste segregation/ disposal etc.

#### 3.2 Architect's Visit

For discussions at every stage it is expected that the appointed architect shall be physically available for the meetings at the IIMS campus or any other designated location. Such physical meetings may be limited to 6 visits in all for which travel and boarding lodging etc. will be organized by the architect. There may be a few online meeting over and above these physical meetings. No separate fees shall be paid towards the visit and the time spent.



### 3.3 Assistance in tender preparation meetings

While inviting the tender and finalizing the design, clarification if any needed and as a result of which changes are needed in design and drawing the applicant shall render all necessary support in this regard.

## SECTION-III

### GENERAL CONDITIONS OF THE CONTRACT

#### 1. COMMENCEMENT, COMPLETION AND TERMINATION OF AGREEMENT

##### 1.1. Effectiveness of Agreement

This Agreement (Annexure-1) shall come into force and effect on the date of this Agreement (the "Effective Date").

##### 1.2. Commencement of Services

The Consultant/Architect shall commence the Services w.e.f. the Effective Date, unless otherwise agreed by the Parties.

##### 1.3. Termination of Agreement for failure to commence Services

If the Consultant does not commence the Services within the period specified in Clause 1.2 above, the IIMS may terminate the agreement by issuing not less than 2 (two) weeks' notice to the Consultant and declare this Agreement to be null and void.

##### 1.4. Expiration of Agreement

Unless terminated earlier pursuant to Clause 1.9 hereof, this Agreement shall expire when the Services have been completed and a period of 90 (ninety) days has elapsed after all payments due under this Agreement, have been made.

##### 1.5. Entire Agreement

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

1.5.2. Without prejudice to the generality of the provisions of Clause 1.5.1, on matters not covered by this Agreement, the provisions of NIT shall apply.

##### 1.6. Modification of Agreement

1.6.1. Modification of the terms and conditions of this Agreement, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification made by the other Party.

1.6.2. However, modification in the Terms of Services may be made by IIM SIRMAUR at any stage by giving 30 days prior notice to the consultant.



- 1.6.3. In case of delay caused due to any reasons except due to the default of consultant, the period of service agreement may be extended with or without additional fees for which decision of the IIMS shall be final and binding on all the parties

## 1.7. Force Majeure

### 1.7.1. Definition

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

### 1.7.2. No breach of Agreement

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

### 1.7.3. Measures to be taken

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

### 1.7.4. Extension of time

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

### 1.7.5. Payments

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

### 1.7.6. Consultation

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

## 1.8. Suspension of Agreement



The IIMS may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Consultant to remedy such breach or failure within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.

## **1.9. Termination of Agreement**

### **1.9.1. By the IIMS**

IIMS may, by not less than 30 (thirty) days' written notice of termination to the Consultant, such notice to be given after the occurrence of any of the events specified in this Clause, terminate this Agreement if:

- a. the Consultant fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 1.8 hereinabove, within 30 (thirty) days of receipt of such notice of suspension or within such further period as the IIMS may have subsequently granted in writing;
- b. the Consultant becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- c. the Consultant submits to the IIMS a statement which has a material effect on the rights, obligations or interests of the IIMS and which the Consultant knows to be false;
- d. any document, information, data or statement submitted by the Consultant in its Proposals, based on which the Consultant was considered eligible or successful, is found to be false, incorrect or misleading;
- e. The Consultant fails to perform the obligation under this agreement to the satisfaction of the IIMS;
- f. as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- g. the IIMS, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

### **1.9.2. By the Consultant**

The Consultant may, by not less than 30 (thirty) days' written notice to the IIMS, such notice to be given after the occurrence of any of the events specified in this Clause 1.9.2, terminate this Agreement if:

- a. the IIMS fails to pay any money due to the Consultant pursuant to this Agreement within 45 (forty-five) days after receiving written notice from the Consultant that such payment is overdue;
- b. the IIMS is in material breach of its obligations pursuant to this Agreement and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently granted in writing) following the receipt by the IIMS of the Consultant's notice specifying such breach;
- c. as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or

### **1.9.3. Cessation of rights and obligations**

Upon termination of this Agreement pursuant to Clauses 1.3 or 1.9 hereof, or upon expiration of this Agreement pursuant to Clause 1.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause 2.3 hereof, (iii) the Consultant's obligation to permit inspection, copying and auditing of its accounts and records, and any right or remedy which a Party may have under this Agreement or the Applicable Law.



**1.9.4. Cessation of Services**

Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses 1.9.1 or 1.9.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the IIMS, the Consultant shall proceed as provided respectively by Clauses 2.9.

**1.9.5. Payment upon Termination**

Upon termination of this Agreement, the IIMS shall make the following payments to the Consultant (after offsetting against these payments any amount that may be due from the Consultant to the IIMS):

- (i) remuneration pursuant to services satisfactorily performed prior to the date of termination; and
- (ii) except in the case of termination pursuant to sub-clauses (a) through (f) of Clause 1.9.1 hereof, reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Agreement.

**2. OBLIGATIONS OF THE CONSULTANT/ARCHITECT**

**2.1. General**

**2.1.1. Standards of Performance**

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

**2.1.2. Terms of Reference**

The Terms of Services to be performed by the Consultant are specified in the Terms of Services (the "TOR") at Volume I of this Agreement. The Consultant shall provide the deliverables specified therein in conformity with the time schedule stated therein.

**2.2. Conflict of Interest**

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

**2.2.2. Prohibition of conflicting activities**

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

- (a) during the term of this Agreement, any business or professional activities which would conflict with the activities assigned to them under this Agreement;
- (b) after the termination of this Agreement, such other activities as may be specified in the Agreement; or
- (c) at any time, such other activities as have been specified in the NIT as Conflict of Interest.

**2.2.3. Consultant not to benefit from commissions discounts, etc.**

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

**2.2.4.** The Consultant and its Personnel shall observe the highest standards of ethics and have not engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices"). Notwithstanding anything to the





contrary contained in this Agreement, the IIMS shall be entitled to terminate this Agreement forthwith by a communication in writing to the Consultant, without being liable in any manner whatsoever to the Consultant, if it determines that the Consultant has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Agreement. In such an event, the IIMS shall forfeit and appropriate the performance Security, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the IIMS towards, inter alia, time, cost and effort of the IIMS, without prejudice to the IIMS's any other rights or remedy hereunder or in law.

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

2.2.6. The following terms shall have the meaning hereinafter respectively assigned to them:

- (a) **"corrupt practice"** means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for removal of doubt, offering of employment or employing or engaging in any manner whatsoever, directly or indirectly, any official of the IIMS who is or has been associated in any manner, directly or indirectly with Selection Process or LOA or dealing with matters concerning the Agreement before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the IIMS, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser the IIMS in relation to any matter concerning the Project;
- (b) **"fraudulent practice"** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (c) **"coercive practice"** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Selection Process or the exercise of its rights or performance of its obligations by the IIMS under this Agreement;
- (d) **"undesirable practice"** means (i) establishing contact with any person connected with or employed or engaged by the IIMS with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (e) **"restrictive practice"** means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

### 2.3: Confidentiality

The Consultant, its Sub-Consultants and the Personnel of either of them shall not, either during the term or within two years after the expiration or termination of this Agreement disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the IIMS to the Consultant, its Sub-Consultants and the Personnel; any information provided by or relating to the IIMS, its technology, technical processes, business affairs or finances or any information relating to the IIMS's employees, officers or other professionals or suppliers, customers, or contractors of the IIMS; and any other information which the Consultant is under an obligation to keep confidential in relation



to the Project, the Services or this Agreement ("Confidential Information"), without the prior written consent of the IIMS.

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

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

#### 2.4. Liability of the Consultant

2.4.1. The Consultant's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.

#### 2.4.2. Consultant's liability towards the IIMS

The Consultant shall be liable to the IIMS for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.

2.4.3. The Parties hereto agree that in case of negligence or willful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused to the IIMS's property, shall not be liable to the IIMS:

- (i) for any indirect or consequential loss or damage; and

2.5. For any direct loss or damage that exceeds (a) the Consultancy Fee set forth in the Agreement, or (b) the proceeds the Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such a liability.

#### 2.6. Consultant's actions requiring the IIMS's prior approval

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

- (a) Substitute / replace any of the members of the Key Personnel.
- (b) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-Consultant and the terms and conditions of the subcontract shall have been approved in writing by the IIMS prior to the execution of the subcontract, and (ii) that the Consultant shall remain fully liable for the performance of the Services by the Sub-Consultant and its Personnel pursuant to this Agreement; or
- (c) any other action that may be specified in this Agreement.

#### 2.7. Reporting obligations

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

#### 2.8. Documents prepared by the Consultant to be property of the IIMS

2.8.1. All plans, drawings, specifications, designs, reports and other documents prepared by the Consultant in performing the Services shall become and remain the property of the IIMS, and the Consultant shall,



not later than termination or expiration of this Agreement, deliver all such documents to the IIMS, together with a detailed inventory thereof. The Consultant may retain a copy of such documents. Restrictions about the future use of these documents shall be as specified in the Agreement.

2.8.2. The Consultant shall not use these documents for purposes unrelated to this Agreement without the prior written approval of the IIMS.

### 2.9. Accuracy of Documents

The Consultant shall be responsible for accuracy of the data collected by it directly or procured from other agencies/authorities, the designs, drawings, estimates and all other details prepared by it as part of these services. It shall indemnify the IIMS against any inaccuracy in its work which might surface during implementation of the Project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the Consultant or arises out of its failure to conform to good industry practice. The Consultant shall also be responsible for promptly correcting, at its own cost and risk, the drawings including any re-survey / investigations.

## 3. CONSULTANT'S PERSONNEL AND SUB-CONSULTANTS

### 3.1. General

The Consultant shall employ and provide such qualified and experienced Personnel as may be required to carry out the Services. The personnel, listed as key professionals submitted along with the NIT, shall only be deployed in the project.

### 3.2. Approval of Personnel

3.2.1. The **Key Personnel** shall not be replaced or substituted at all. In case the replacement is inevitable and is beyond the control of the consultant the substitution shall only be done with the prior approval of the IIMS and subject to the provisions mentioned hereunder.

3.2.2. At least **THREE** Key Personnel must be employees of the Consultant at all the times during the period of this Agreement.

3.2.3. Subject to other provisions of this Agreement, no alternative to Key Personnel can be proposed by the Consultant.

3.2.4. Maximum of only two Key Personnel can be replaced during the tenure of the assignment with equivalent or higher qualification and experience with prior permission from the IIMS.

3.2.5. Any change in more than two Key Personnel during the tenure of the assignment would attract a one-time penalty of 1% of the Consultancy Fee for the assignment for each such change.

3.2.6. Notwithstanding anything contrary contained in this Agreement, the Consultant shall not have the right to substitute Principal Architect of the Project during the tenure of the assignment.

3.2.7. The Principal Architect, himself shall be in contact with the IIMS during the planning and design period on regular basis so that the process of approval is done in time. For this purpose, the Lead Architect/ Lead Consultant and other Key Professionals shall attend meetings, whenever required at IIM Sirmaur or any other place in India as decided by IIM Sirmaur. They shall submit and explain explicitly the analysis, planning and designing aspects through 3D/ Power point and other modes during such presentations as required. The cost of all the above shall be deemed to have been included in the Proposal quoted.

3.2.8. The Architect to be deputed in the local office team which shall be deployed at IIM Sirmaur construction site during the execution shall be one, who has been associated with the project during planning and designing stage.

3.2.9. The Consultant may appoint sub consultants for specific services. The Consultant will be solely responsible in availing the services of sub consultants and payment of charges. IIM Sirmaur shall not have any responsibility regarding payment to the sub consultants. The Consultant in case proposes to appoint sub consultants, the documents containing the details of the sub consultants like name of the firm, years of experience, qualifications of the key personnel and their experience in no. of years etc. should be uploaded in the technical bid.

## 4. OBLIGATIONS OF THE IIMS

### 4.1. Assistance in clearances etc.

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



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

**4.2. Payment**

In consideration of the Services performed by the Consultant under this Agreement, the IIMS shall make to the Consultant such payments and in such manner as is provided in Clause 5.

**4.3. Access to land and property**

The IIMS warrants that the Consultant shall have, free of charge, unimpeded access to the site of the project in respect of which access is required for the performance of Services;

**5. CONSULTANCY FEE**

5.1.1. Except as may be otherwise agreed, the payments under this Agreement shall not exceed the Consultancy Fee specified herein (the "Consultancy Fee"). The Parties agree that the Consultancy Fee as detailed in the NIT is inclusive of all taxes and inclusive of all out-of-pocket expenses including the, site visits, expenses of travel, documentation, communication and local office expenses incurred by consultants for carrying out the Services.

5.1.2. The Consultancy Fee shall be payable as below:

Sr. No	Description of Work	%age of Payment
A	Concept Stage Submission and Approval by IIMS	15
B	Schematic Stage Submission and Approval by IIMS	25
C	Final Submission and approval from IIMS	50
D	Upon uploading of the tender document by PMC or within 06 months from the date of final submission whichever is earlier.	10

- (a) The Consultancy Fee is inclusive of all taxes and all out-of-pocket expenses incurred by the Consultant towards travel, documentation and communication except for as provided in Clause 2.7.
- (b) Wherever required by applicable laws, IIMS would deduct taxes at source, from the amounts payable.
- (c) All payments under this Agreement shall be made to the account of the Consultant as may be notified to the IIMS by the Consultant.
- (d) Upon approval of deliverables by IIMS, the Consultant shall raise an invoice against the IIMS. Within 30 days from the date of receipt of such invoice, IIMS shall make payment to the Consultant. If deliverables do not match the all required components of the respective stage, payment can be done proportionally as decided by the competent authority of the institute.

**5.2. Currency of payment**

All payments shall be made in Indian Rupees only.



**SECTION – IV: APPENDIXES, TECHNICAL AND FINANCIAL PROPOSAL STANDARD FORMS**

**APPENDIX A: LETTER OF PROPOSAL**

(On Applicant's letter head)

Dated: .....

The Director,  
Indian Institute of Management Sirmaur  
Dhaulakuan, Distt. Sirmaur - 173031

**Sub: Selection of Architectural Consultant for the Concept Planning of Phase-II Development of IIM Sirmaur (HP)**

Dear Sir,

- 1 With reference to your NIT document dated \_\_\_\_\_, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our proposal for the aforesaid Project. The proposal is unconditional and unqualified.
- 2 All information provided in the proposal and in the Appendices is true and correct.
- 3 This statement is made for the purpose of qualifying as a Applicant for undertaking the Project.
- 4 I/ We shall make available to IIM Sirmaur any additional information it may find necessary or require to supplement or authenticate the Bid.
- 5 I/ We acknowledge the right of IIM Sirmaur to reject our proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
- 6 We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
- 7 We certify that we have not been barred by the IIM Sirmaur and Government of India (GoI) from participating in its projects.
- 8 I/ We declare that:
  - (a) I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by IIM Sirmaur.
  - (b) I/ We do not have any conflict of interest in accordance the NIT document;
  - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the NIT document or any agreement entered into with IIM Sirmaur or any other public sector enterprise or any government, Central or State; and
  - (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of the NIT, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- 9 I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any proposal that you may receive nor to invite the Applicants to Bid for the Project, without incurring any liability to the Applicants, in accordance with the NIT document.



- 10 I/ We declare that we are not a Member of any other firm submitting a proposal for the Project.
- 11 I/ We certify that we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
- 12 I/ We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
- 13 I/ We further certify that no investigation by any regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/ Managers/ employees.
- 14 I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate IIM Sirmaur of the same immediately.
- 15 I/We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by IIM Sirmaur in connection with the selection of the Applicant, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
- 16 In the event of my/ our being declared as the successful Applicant, I/We agree to enter into a Service Agreement in accordance with the draft that has been provided to me/us prior to the proposal Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
- 17 I/We have studied all the Bidding Documents carefully and also surveyed the project site. We understand that except to the extent as expressly set forth in the Service Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by IIM Sirmaur or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of assignment.
- 18 The Consultancy Fee has been quoted by me/us after taking into consideration all the terms and conditions stated in the NIT, draft Service Agreement.
- 19 I/We agree to keep this offer valid for 90 days from the proposal Due Date specified in the NIT.
- 20 I/We agree and undertake to abide by all the terms and conditions of the NIT document. In witness thereof, I/we submit this proposal under and in accordance with the terms of the NIT document.

Date:

Place:

Yours faithfully,  
(Signature of the Authorised signatory)

(Name and designation of the of the  
Authorised signatory)  
Name and seal of Applicant



**APPENDIX B: POWER OF ATTORNEY FOR SIGNING OF PROPOSAL**

Know all men by these presents, We, \_\_\_\_\_ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms (Name), son/daughter/wife of \_\_\_\_\_ and presently residing at \_\_\_\_\_, who is [presently employed with us/ and holding the position of \_\_\_\_\_], as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our proposal for selection of Architectural Consultant for the Concept Planning of Phase-II Development of IIM Sirmaur (HP) (the "Authority") including but not limited to signing and submission of all applications, Proposal and other documents and writings, participate in Applicants' and other conferences and providing information / responses to IIM Sirmaur, representing us in all matters before IIM Sirmaur, signing and execution of all contracts including the Service Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with IIM Sirmaur in all matters in connection with or relating to or arising out of our proposal for the said Project and/or upon award thereof to us and/or till the entering into of the Service Agreement with IIM Sirmaur.

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

IN WITNESS WHEREOF WE, \_\_\_\_\_, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.

For \_\_\_\_\_  
(Signature)  
(Name, Title and Address)



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## FORM TECH-1: DETAILS OF APPLICANT

*(On the Letter Head of the Applicant)*

1.
  - (a) Name of Applicant
  - (b) Address of the office(s)
  - (c) Date of incorporation and/or commencement of business  
*(Please attach certified copy of registration of Firm)*
  
2. Details of individual(s) who will serve as the point of contact / communication for IIM with the Applicant:
  - (a) Name :
  - (b) Designation :
  - (c) Company/Firm :
  - (d) Address along with Pin code :
  - (e) Telephone number :
  - (f) E-mail address :
  - (g) Fax number :
  - (h) Mobile number :





## FORM TECH-2: DESCRIPTION OF EXPERIENCE

**Description of experience of Applicant to illustrate qualifications (not to exceed three page for each project)**  
*(Please provide information only for a project for which your firm was legally contracted by the organization as a corporate entity)*

(1)	Project Name:	
(2)	Project Location and Country:	
(3)	Project Cost :	
(4)	Name of organization:	
(5)	Start Date (Month/Year):	
(6)	Completion Date: (Month/Year)	
(7)	Name of Associated Firm(s), if any:	
(8)	Name of Senior Staff (Project Director/Coordinator, Team Leader/Project Manager) Involved and Functions Performed with qualifications and experience:	
(9)	Detailed Narrative Description of Project, defining clearly the specific areas of services provided.	
(10)	Detailed Description of Actual Services Provided by the firm:	
(11)	Professional Staff Provided by the Firm: No. of Staff:	
(14)	No. of Person-Months:	
(15)	Responsibilities of the firm	
(16)	Approx. Value of Services (INR):	
(17)	No. of Person-Months of Professional Staff Provided by Associated Firm(s):	

**Note: The following supporting documents should necessarily be submitted by the Applicants without which the submission shall not be considered for evaluation –**

- Experience of Project Management Consultancy (from Project commencement to Completion) should be supported by a certificate from the organization from an officer of not below the rank of Executive Engineer/CAO/Registrar of an IIM/IIT in a Government department, or General Manager in a Public-sector undertaking / local body. The certificate from the organization should clearly set out the name of the project, activities undertaken, project cost as given in below format.
- In case the Project cost is not set out in the certificate from the client, the Applicants can submit a certificate from Statutory Auditor indicating the same.
- Organisation chart.



### Certificate Format

It is to certify that M/s. .... was awarded the project management consultancy work of ..... vide agreement No.....  
The above work included the day to day supervision / periodic Supervision / Quality Control & billing of the project.  
*(Strike out which is not applicable)*

The total project cost is Rs. .... the consultancy fees for the construction supervision consultant is Rs.....As a part of the above contract, the consultant has successfully completed satisfactorily the work on DD/MM/YY of.....(name of the Project)..... project in the State of .....

Their work is found to be satisfactory.

(Signature)

Name :  
Designation :  
Contact Number :  
Office Seal :

**Note:**

In case it is not possible to get the certificate in the format as above, the certificate must contain:

- i. Name of the Applicant
- ii. Name of the work
- iii. Agreement no.
- iv. Cost of the project work completed
- v. Cost of Consultancy services
- vi. Date of completion of services
- vii. The nature of work shall include its Built-up area and building floors in case of building work
- viii. The details of the consultancy services provided i.e. day to day supervision, Quality control, billing etc.



**FORM TECH-3: AVERAGE ANNUAL TURN OVER**

Gross Average annual turnover of the firm form any three financial years

Financial Year	Turn Over (in INR Lakhs.)
2021-22	
2022-23	
2023-24	
<b>Total</b>	
<b>Average Annual Turn Over</b>	

*Note: The above should be certified by the Statutory Auditor/Chartered Accountant. The certificates not certified by Statutory Auditor/Chartered Accountant shall not be considered for evaluation.*



**FORM TECH-4: CURRICULUM VITAE (CV)**

Curriculum Vitae (CVs) format to be submitted with proposal for 3 key personnel who will be working in the project.

1	<b>PROPOSED POSITION FOR THIS PROJECT(ONLY ONE CANDIDATE SHOULD BE NOMINATED)</b>	:	
2	<b>NAME</b>	:	
3	<b>DATE OF BIRTH</b>	:	
4	<b>NATIONALITY</b>	:	
5	<b>PERSONAL ADDRESS</b>	:	
	<b>TELEPHONE NO.</b>	:	
	<b>FAX NO.</b>	:	
	<b>E-MAIL ADDRESS</b>	:	
6	<b>EDUCATION</b> (The years in which various qualifications were obtained along with copy of Degree/Certificate)	:	
7	<b>OTHER TRAINING</b>	:	
8	<b>LANGUAGE &amp; DEGREE OF PROFICIENCY</b>	:	
9	<b>MEMBERSHIP IN PROFESSIONAL SOCIETIES</b>	:	
10	<b>EXPERIENCE In SIMILAR PROJECT &amp; SIMILAR WORK</b>	:	
11	<b>EMPLOYMENT RECORD</b>  FROM TO EMPLOYER  POSITION HELD AND DESCRIPTION OF DUTIES	:	(Starting with present position, list in reversed order <b>every employment held and state the start and end dates of each employment</b> ) along with the contact numbers/e-mail IDs of a reference person of the employer whom the candidate has worked under for last 3 years.  (Clearly distinguish your "employer" as an employee of the firm from a "Client" for whom you have worked as a consultant or an adviser.)
12	<b>Key Personnel's(3)</b>	:	Names & Designation of three key personnel's for IIM Sirmaur including the lead architect.
13	<b>DETAILED TASKS ASSIGNED</b> (In this column, list tasks one by one and support each task by project experience in the right-hand side column.)	:	<b>WORK UNDERTAKEN THAT BEST ILLUSTRATES CAPABILITY TO HANDLE THE TASKS ASSIGNED.</b> (In this column, list project name, location, year, position held, i.e., Project Manager, Planner, Designer, etc. and <b>exact duties rendered and time spent on each project.</b> )



14 **CERTIFICATE (Please follow exactly the following format. Omission will be seen as non-compliance)**

I, the undersigned, certify that to the best of my knowledge and belief, this bio data correctly describes myself, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

I have been employed by [name of the firm] continuously for the last ( ) months as regular full time staff(indicate yes or no in the following boxes):

Yes  No

SIGNATURE

DATE OF SIGNING:

|  
Day

|  
Month

|  
Year

**Note:**

- i. *The CV for the Lead Architect/Lead Consultant shall be signed by the proposed key personnel himself and shall be countersigned by the authorized signatory of the firm submitting the bid.*
- ii. *Certified copies of documents / testimonials shall be submitted along with CV in support of qualification and experience of Lead Architect.*



## FORM TECH-5: GENERAL APPROACH AND METHODOLOGY AND BROAD CONCEPTUAL PROPOSAL

Technical approach, methodology and work plan are key components of the Technical Proposal. The Consultant is suggested to present their Technical Proposal (not more than 05 pages, inclusive of charts and diagrams) divided into the following:

- a) Technical Approach and Methodology,
- b) Organization and Staffing,
- c) Broad Conceptual Proposal

a) **Technical Approach and Methodology:** The Consultant should explain his/her understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. He/She should highlight the problems being addressed and their importance and explain the technical approach they would adopt to address them. He/She should also explain the methodologies they propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

b) **Organization and Staffing:** He/She should propose the structure and composition of the team. He/She should list the main disciplines of the assignment, the key expert responsible, and proposed key personnel and support staff.

c) **Broad conceptual Proposal:** Plans, elevations, 3D views & Perceptive etc.



**FORM TECH-6: INTEGRITY PACT**

To,

**Indian Institute of Management Sirmaur**

Sub: Submission of NIT for the work of .....

Dear Sir,

I/We acknowledge that Indian Institute of Management Sirmaur (IIMS), is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the NIT document.

I/We agree that the NIT is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of NIT 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 NIT is finally accepted by Indian Institute of Management Sirmaur. 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 NIT, Indian Institute of Management Sirmaur shall have unqualified, absolute and unfettered right to disqualify the Applicant/Applicant and reject the NIT in accordance with terms and conditions of the tender/ bid.

Yours faithfully

(Authorized signatory of the Applicant)



To be signed by the Applicant and same signatory competent / authorized to sign the relevant contract on behalf of Indian Institute of Management Sirmaur, Dist. Sirmaur (HP)

**INTEGRITY AGREEMENT**

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

**BETWEEN**

Indian Institute of Management Sirmaur, Dist. Sirmaur (HP). Represented through The Director or Any Officer appointed by him,

(Name of Division)

Indian Institute of Management Sirmaur,

....., (Hereinafter referred as the

(Address of Division)

'IIM Sirmaur', 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/Architect Consultant" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

**Preamble**

WHEREAS the IIM Sirmaur has floated the NIT (NIT No.....) (hereinafter referred to as "NIT") and intends to award, under laid down organizational procedure, contract for

(Name of work)

Herein after referred to as the "Contract".

AND WHEREAS the IIM Sirmaur 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 NIT 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 IIM Sirmaur**

(1) The IIM Sirmaur commits itself to take all measures necessary to prevent corruption and to



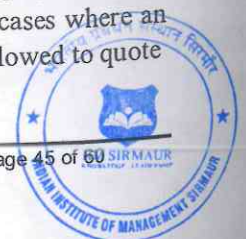


observe the following principles:

- (a) No employee of the IIM Sirmaur, 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 IIM Sirmaur will, during the Tender process, treat all Applicant(s) with equity and reason. The IIM Sirmaur 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 IIM Sirmaur shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- (2) If the IIM Sirmaur 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 IIM Sirmaur 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)/Architect Consultant(s)**

- (1) It is required that each Applicant/Architect 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)/Architect 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)/Architect Consultant(s) will not, directly or through any other person or firm, offer, promise or give to any of the IIM Sirmaur'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)/Architect 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)/Architect 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 IIM Sirmaur as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - (d) The Applicant(s)/Architect Consultant(s) of foreign origin shall disclose the names and addresses of agents/ representatives in India, if any. Similarly, Applicant(s)/Architect 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 participate 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)/Architect 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)/Architect Consultant(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (4) The Applicant(s)/Architect 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)/Architect 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 IIM Sirmaur under law or the Contract or its established policies and laid down procedures, the IIM Sirmaur shall have the following rights in case of breach of this Integrity Pact by the Applicant(s)/Architect Consultant(s) and the Applicant/ Consultant accepts and undertakes to respect and uphold the IIM Sirmaur's absolute right:

- (1) If the Applicant(s)/Architect 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 IIM Sirmaur after giving 14 days' notice to the Consultant shall have powers to disqualify the Applicant(s)/Architect Consultant(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Applicant/Architect 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 IIM Sirmaur. Such exclusion may be forever or for a limited period as decided by the IIM Sirmaur.
- (2) Forfeiture of /Performance Guarantee/Security Deposit: If the IIM Sirmaur has disqualified the Applicant(s) from the selection 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 IIM Sirmaur apart from exercising any legal rights that may have accrued to the IIM Sirmaur, may in its considered opinion forfeit the entire amount of Performance Guarantee and Guarantee Deposit of the Applicant/Architect Consultant.
- (3) Criminal Liability: If the IIM Sirmaur 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 BNS (Bharatiya Nyaya Sanhita) Act, or if the IIM Sirmaur has substantive suspicion in this regard, the IIM Sirmaur will inform the same to law enforcing agencies for further investigation.

#### 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/Architect Consultant as deemed fit by the Principal/ Owner.
- (3) If the Applicant/Architect Consultant can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the IIM Sirmaur may, at its own discretion, revoke the exclusion prematurely.

#### Article 5: Equal Treatment of all Applicants/Consultants/Sub-Consultants

- (1) The Applicant(s)/Architect Consultant(s) undertake(s) to demand from all sub-Consultants a commitment in conformity with this Integrity Pact. The Applicant/Architect 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 IIM Sirmaur will enter into Pacts on identical terms as this one with all Applicants and Consultants.
- (3) The IIM Sirmaur will disqualify Applicants, who do not submit, the duly signed Pact between the IIM Sirmaur and the Applicant, along with the Tender or violate its provisions at any stage of the
- (4) 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 Applicants, 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, Indian Institute of Management Sirmaur, Dist. Sirmaur (HP).

#### Article 7- Other Provisions

- (1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Division of the IIM Sirmaur, 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 intensions. 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 IIM Sirmaur)

.....  
(For and on behalf of Applicant/Architect Consultant)

#### WITNESSES:

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

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

Place:

Date:

**FORM TECH-7: Draft Format for Performance Guarantee**

(On Rs.100/- (Rupees hundred only) Stamp Paper from a Scheduled Bank and operatable in Sirmaur (HP) only)

To,  
Director,  
Indian Institute of Management Sirmaur  
Dhaulakuan, District-Sirmaur, HP - 173031

1. In consideration of the Indian Institute of Management Sirmaur, Dist. Sirmaur (HP) - 173031, (hereinafter called "IIMS" which expression shall unless repugnant to the subject or context include its successor and assigns) having agreed under the terms and conditions of Contract awarded to \_\_\_\_\_ (hereinafter called "the Consultant" which expression shall unless repugnant to the subject or context include his heirs, executors administrators and assigns/its successors and assigns) and the IIMS in connection with \_\_\_\_\_ (hereinafter called "the Said Contract") to accept a Performance Guarantee as herein provided for Rs. \_\_\_\_\_ from a **Scheduled Commercial Bank and operatable in Sirmaur (HP) (Please Mention the name of Branch, Branch code and address with phone number and email id at Sirmaur (HP))** in lieu of the Performance Guarantee deposit (*10% of Awarded amount*) to be paid for the due fulfillment by the Consultant as per the terms and conditions contained in the said Contract, We the Bank \_\_\_\_\_ constituted and established under the Banking Companies Acquisition and Transfer of Undertaking Act 1970 (hereinafter referred to as "the said Bank") and having our Head Office at \_\_\_\_\_ at the request of Consultant do hereby undertake to pay to the IIMS an amount not exceeding Rs.\* \_\_\_\_\_ against any loss or damage caused to or suffered or would be caused to or suffered by the IIMS by reason of breach or breaches by the said Consultant(s) of any of the terms and conditions contained in the said agreement, and to unconditionally pay the amount claimed by the IIMS demand and without demur to the extent expressed.
2. We \_\_\_\_\_ (name of Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the IIMS stating that the amount claimed is due by way of loss or damage caused to or would cause to or suffered by the IIMS by reason of breach by the said Consultant of any of the terms or conditions contained in the said Agreement or by reason of the Consultant(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_.
3. We ----- (name of Bank) further agree that the Director, IIMS shall be the sole judge of and as to whether the Consultant has committed any breach or breaches of any of the terms and conditions of the said contract and the extent of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the IIMS on account thereof and the decision of the Director, IIMS that the Consultant has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the IIMS from time to time shall be final and binding on us'.
4. We undertake to pay to the Director, IIMS any money so demanded notwithstanding any dispute or disputes raised by the Consultant/ supplier in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal.



The payment so made by us under this Guarantee bond shall be a valid discharge of our liability for payment there under and the Consultant /supplier shall have no claim against us for making such payment.

5. We, \_\_\_\_\_ (indicate the name of Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the IIMS under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Director Officer, IIMS certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Consultant(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the \_\_\_\_\_ we shall be discharged from all liability under this guarantee thereafter.
6. We \_\_\_\_\_ (indicate the name of the Bank) further agree with the Director, IIMS shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and condition of the said Agreement or to extend time of performance by the said Consultant from time to time or to postpone for any time or from time to time any of the powers exercisable by the IIMS against the said Consultant and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Consultant or for any forbearance, act or commission on the part of the IIMS or any indulgence by the IIMS to the said Consultant or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provisions have effect of so relieving us.
7. This guarantee will not be discharged due to the change in the constitution of the Bank or the Consultant/ Supplier(s).
8. We, \_\_\_\_\_ (indicate the name of Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the IIMS in writing.
9. The bank guarantee will be operable and encashable at Sirmaur \_\_\_\_\_ (Branch Name), \_\_\_\_\_ (Branch code) \_\_\_\_\_ (Branch address), \_\_\_\_\_ (Email ID), \_\_\_\_\_ (Phone No.)

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20  
for and on behalf of the Bank

The above Guarantee is accepted by the IIM.  
For and on behalf of the IIM

Dated: \_\_\_\_\_  
(Name and Designation)



**Annexure 1: Draft Agreement**

THIS AGREEMENT (“Agreement”) is made on the \_\_\_\_\_ day of \_\_\_\_\_, 2025 at Sirmaur.

BETWEEN:

**Indian Institute of Management Sirmaur (IIMS)**, acting through its Director (hereinafter referred to as “Authority” or the “First Party” which expression shall, unless it be repugnant to the context or meaning thereof, include its respective successors, administrators and permitted assigns) of One part

AND

\_\_\_\_\_, having its registered office at \_\_\_\_\_ (herein after referred to as “Consultant” or the “Second Party”) which expression shall, unless it be repugnant to the context or meaning thereof, include its successors and permitted assigns) of the Other Part

Authority and Consultant are collectively referred to as ‘Parties’ and individually as “Party”.

**WHEREAS**

- A. The Indian Institute of Management (“IIM”) intends to develop a campus including buildings for IIMS at Sirmaur.
- B. With the aforesaid objective, IIM (“IIM Sirmaur”) intends to appoint a consultant (“Architectural Consultant”) for providing “Architectural Consultant for the Concept Planning of Phase-II Development of IIM Sirmaur (HP).
- C. the Consultant submitted its proposals for the aforesaid work, whereby the Consultant represented to the Authority that it had the required professional skills, and in the said proposals the Consultant also agreed to provide the Services to IIM Sirmaur on the terms and conditions as set forth in the NIT and this Agreement; and
- D. IIM Sirmaur, on acceptance of the aforesaid proposals of the Consultant, awarded the Consultancy to the Consultant vide its Letter of Award dated (the “LOA”); and
- E. in pursuance of the LOA, the parties have agreed to enter into this Agreement.
- F. The first party hereby appoints the second party as consultant and the second party accepts the appointment on the conditions as laid down in the following documents: -

1.	Terms of Service and General Conditions of Contract as submitted in NIT along with the formats /appendices
2.	Composition of the team and tasks of Key personnel
3.	Letter of Award along with any other negotiation letter before acceptance



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

SIGNED, SEALED AND DELIVERED SIGNED, SEALED AND DELIVERED

For and on behalf of

\_\_\_\_\_

Architectural Consultant:

Signature

\_\_\_\_\_

\_\_\_\_\_

For and on behalf of **Director,**

Indian Institute of Management Sirmaur

Signature

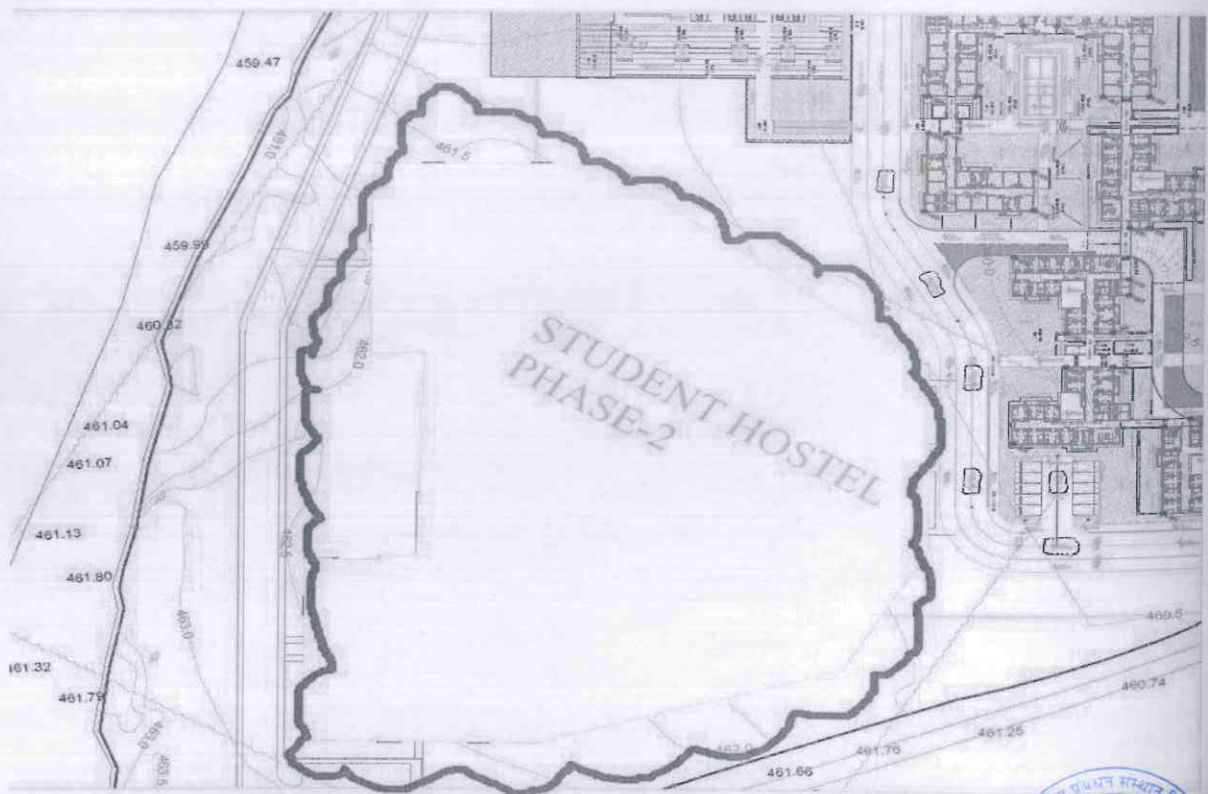
**Director, IIMS**

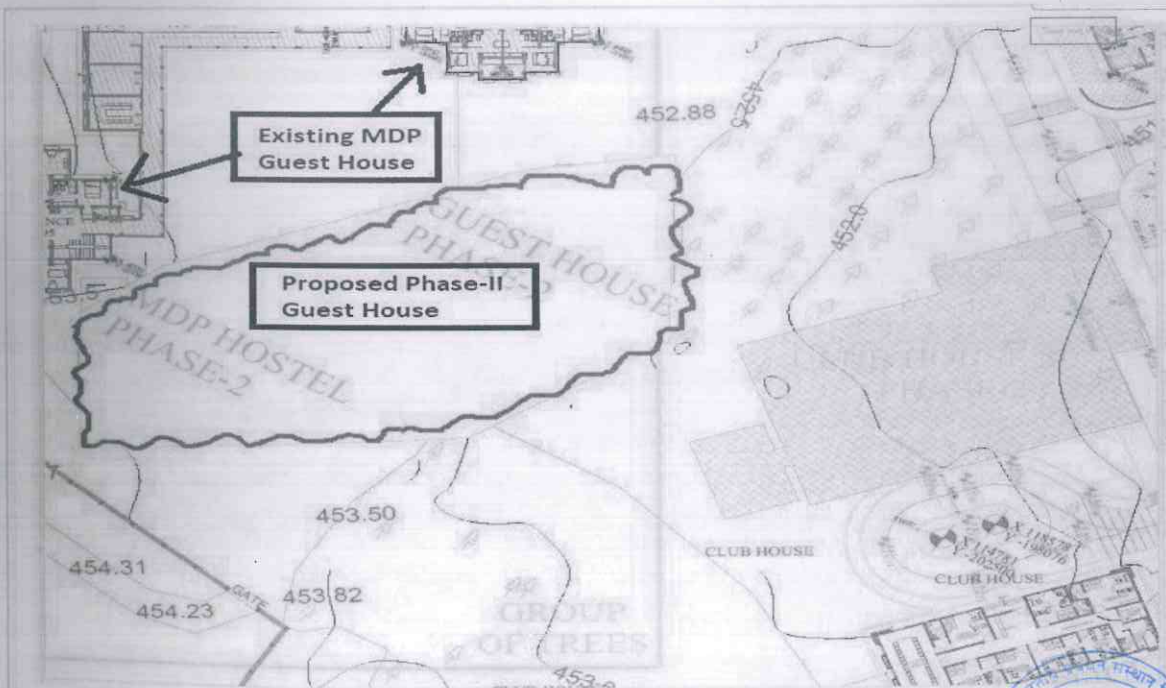
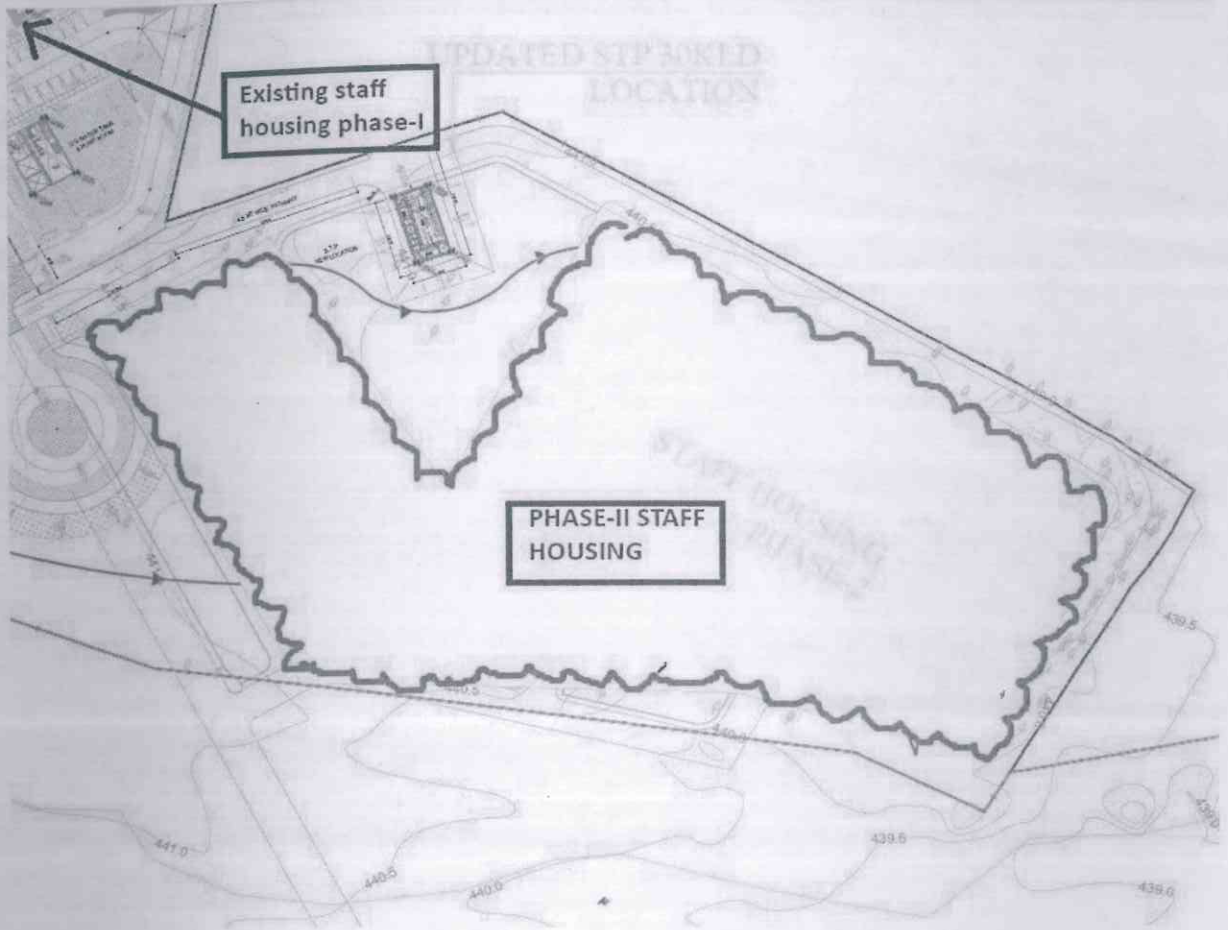
In the presence of:

- 1.
- 2.



**Annexure 2 : Details of the campus/Planning area for Phase-II**





**Annexure-3: Checklist towards technical eligibility:**

Sr. No.	Technical Eligibility Criteria	Tick Mark (✓)		Page No. (Mandatory)
		Yes	No	
1.	Copy of the tender document duly signed and stamped on each page.			
2.	Details of EMD of Rs. 2,50,000/- (Rupees Two lakh & fifty thousand only) in the form of NEFT <b>OR</b> Valid certificate of MSME/NSIC.			
3.	Copy of GST Registration Number.			
4.	Copy of PAN Card/number allotted by the concerned authorities.			
5.	The Minimum Average Annual Gross Turnover of a firm should be INR 40.00 lakh in Form <b>TECH-3</b> during last three completed financial years FY (i.e. 2021-22, 2022-23 & 2023-24). (Certificate from Chartered Accountant/ Statutory Auditor on their letter head should be attached). <b>Note:</b> The certificates not certified by Statutory Auditor/Chartered Accountant shall not be considered for evaluation.			
6.	The consultant shall have experience in providing of comprehensive, architectural planning and designing Academic Institutional Campus projects of 45,000 sq. mtr built up area in a single Project or 30,000 sq. mtr built up area each, in two projects completed during last 7 years after 31.10.2017 in India for any Govt. Organization /urban local body/Authority. (proof to be attached) <b>Note:</b> large Academic Institutional Campus projects mean a campus designed for educational institutions of national repute such as Central Universities, IITs, IIMs, AIIMS, National Law Universities, and IISER etc. in a single project. Proof of project completion certificate and other supporting documents such as copy of work order, agreement and certificate of completion from Client shall be enclosed. (proof to be attached).			
7.	The firms having past experience in designing and execution of green buildings and campuses certified by LEED / GRIHA/ IGBC shall only be considered (proof to be attached).			
8.	The company should furnish certificate of incorporation (as a sole proprietorship firm / registered partnership firm/ a company registered in India under the Companies Act 1956) and memorandum of association as proof of identity.			
9.	Insolvency certificate duly issued by a bank. (Annexure-6)			
10.	Letter of proposal in the prescribed format ( <b>Appendix A</b> )			
11.	Power of Attorney for signing the proposal in the prescribed format ( <b>Appendix - B</b> ).			
12.	NIT and draft Service Agreement duly signed in blue indelible ink and stamped by the authorised representative of the Applicant.			
13.	Integrity pact & Integrity Agreement <b>TECH-6</b> .			
14.	A brief description of the organization supported by a certified copy of registration of the Firm and details of contact person in Form <b>TECH-1</b> .			
15.	Description of Experience of Applicant to illustrate Experience (Not to exceed A-4 size Three page for each Project) in Form			



	<p><b>TECH-2.</b> Experience of Consultancy (from Project commencement to Completion) should be supported by a certificate from an authority of the rank of Executive Engineer/ General Manager, or Equivalent rank of the client. The certificate should clearly set out the name of the project, activities undertaken, project cost, date of commencement and date of completion of consultancy services. In case the Project cost is not set out in the certificate from the client, the Applicants can submit a certificate from Statutory Auditor indicating the same.</p>			
16.	Organizational setup of applicant including senior, mid-level architect, draftsman etc.			
17.	<p>CVs (Curriculum Vitae) of the Lead Architect proposed for this assignment. It should not exceed four pages (A-4 size) using Form <b>TECH-4</b>. The name, age, nationality, background employment record, and professional experience of nominated expert, with particular reference to the type of experience required for the assignment should</p> <p>Only one CV should be submitted. Higher rating will be given to nominated expert who is a regular full-time employee, for more than 24 months prior to the proposal due date.</p>			
18.	<p>General approach and methodology, work and staffing schedule in from <b>TECH-5</b>. It should be in maximum five (05) pages inclusive of charts and graphs. Comments, if any, on the TOR to improve performance in carrying out the assignment. Innovativeness will be appreciated, including workable suggestions that could improve the quality/effectiveness of the assignment. (Broad conceptual Proposal: Plans, elevations, 3D views and HD resolution etc.)</p>			
19.	<p>Following undertakings should also be submitted on the applicant's letter head:</p> <ol style="list-style-type: none"> <li>No existing litigation</li> <li>Not currently debarred by Govt. of India.</li> <li>The Applicant never filed any law suits or requested arbitration with regard to any contract within the last five years</li> <li>No judgment, claim, arbitration proceeding or suit pending or outstanding against the Applicant or its officers</li> <li>Bankruptcy was never filed by the Applicant, its subsidiaries or its parent companies</li> </ol>			
20.	Non-blacklisting self-certification as per Annexure-5			

**Annexure-4: FORMAT FOR FINANCIAL BID/PROPOSAL**  
(To be submitted online in .xlsx format only on the CPP portal in Financial Bid Cover)

IIMS/PUR/Architectural Consultant/33/2024-25 Dated 16.01.2025

**Notice Inviting Tender for SELECTION OF ARCHITECTURAL CONSULTANT FOR THE  
CONCEPT PLANNING OF PHASE-II DEVELOPMENT OF IIM SIRMAUR (HP).**

Name of the Bidder:

Correspondence Address:

Mob No.:

Email ID:

1	2	3
Domain	Basic/Unit Amount (Incl. of all taxes & charges) (in Rs.)	Total Amount (Inclusive of all taxes & charges) (in Rs.)
<i>Lumpsum fee for Architectural Consultant for the Concept Planning of Phase-II Development of IIM Sirmaur (HP)</i>		
<b>GRAND TOTAL (Incl. of all charges and taxes) in Rs.</b>		
<b>TOTAL AMOUNT IN WORDS</b>		

The charges are inclusive of all taxes and inclusive of all out of pocket expenses including 06 site visits, expenses of travel, documentation, communication, local office expenses incurred by consultants for carrying out of the services envisaged in this NIT document and General conditions of contract including applicable goods and service tax quote the following financial quote for the Assignment: "*Architectural Consultant for the Concept Planning of Phase-II Development of IIM Sirmaur (HP)*".

Note:

- For the Financial Evaluation, lump sum rate quoted for the Applicant only shall be considered.
- All statutory deduction such as income tax, GST etc. shall be deducted from the bill payable to consultant as applicable prevailing laws and rules of state Govt/GOI.
- Additional fee will be paid by IIMS separately after 06 site visits as per actuals on submission of bills/invoices or Rs. 10,000/- per visit whichever is less.
- The bidders are requested to quote their rates in the Financial Bid BoQ given separately as Financial Bid cover on the CPP Portal, disclosing rates in the above table may cause rejection of bids straightway.

We have reviewed all the terms and conditions of the NIT and undertake to abide by all the terms and conditions contained therein. We hereby declare that there are, and shall be no deviations from the stated terms in the NIT document.

(Authorized signatory of the Applicant) Signature and Stamp.



**Annexure-5**

**SELF-DECLARATION ABOUT NON BLACK- LISTING**  
(On the Letterhead of the Bidder)

Date: .....

To,

**The Director,  
Indian Institute of Management Sirmaur  
Dhaura Kuan, Distt. Sirmaur,  
Pin Code- 173031 (Himachal Pradesh).**

Ref: - NIT No. IIMS/PUR/Architectural Consultant/33/2024-25 Dated 16.01.2025

Notice Inviting Tender for Selection of Architectural Consultant for the Concept Planning of Phase-II Development at IIM Sirmaur.

I/We hereby declare that our firm is not blacklisted/debarred and not declared ineligible for reason by any National Level Institutions like IIMs, IITs, NITs, IIITs, IISER, NISERs, State/Central Universities and Government Institutions in fast five years from the last date of submission of proposal.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken. My / our performance security may be forfeited in full and the empanelment offer if any to the extent accepted may be cancelled.

Your faithfully,

(Name & Signature with stamp of the bidder)



ANNEXURE-6

**BANK SOLVENCY CERTIFICATE FORMAT**  
(FORM OF BANKER'S SOLVENCY CERTIFICATE FROM A SCHEDULED BANK)

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

This certificate has been issued at the specific request for limited purpose of submitting the same to the Indian Institute of Management Sirmaur, Dhaula Kuan, Distt. Sirmaur (Himachal Pradesh) and shall not be used for any other purpose whatsoever.

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

(Signature)  
For the Bank

GENERAL INSTURCTIONS:

- (1) In case the Solvency Certificate is issued at the request of a partnership firm, such certificate must include names of all partners as recorded with the Bank.
- (2) The Solvency Certificate shall not be more than 6 months old.

