

DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)

**Selection of Architecture Consultancy for Providing Services of the Architects to Department
of Housing & Urban Development**

REQUEST FOR PROPOSAL DOCUMENT

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Disclaimer

The information contained in this Request for Bid (RFP) document or subsequently provided to Bidders, whether verbally or in documentary form by or on behalf of The Department of Housing and Urban Development or any of its employees or advisors (herein referred to as “HUD”), is provided to Bidders on the terms and conditions set out in this RFP document and any other terms and conditions subject to which such information is provided.

*The RFP contains brief information about the **Selection of Architecture Consultancy for Providing Services of the Architects to Department of Housing & Urban Development** thereby selecting a private participant being the selected Bidder selected through a competitive bidding process. The purpose of this RFP is to provide the Bidder(s) with information that may be useful to them in the formulation of their bids (including Financial Bids) (the “Bids” or “Bid”) pursuant for this RFP and for no other purpose.*

This RFP document is not a contract and is not an offer or invitation to any other party. The purpose of this RFP document is to provide the Bidders with information to assist the formulation of their Bid submission. This RFP document does not purport to contain all the information each Bidder may require. This RFP document may not be appropriate for all persons, and it is not possible for the HUD/PIDB and their employees or advisors to consider the investment objectives, financial situation and particular needs of each Bidder. Certain Bidders may have a better knowledge of the proposed Project than others. Each recipient must conduct its own analysis of the information contained in this RFP document or to correct any inaccuracies therein that may appear in this RFP document and is advised to carry out its own investigation into the proposed Project, the legislative and regulatory regimes which applies thereto and by and all matters pertinent to the proposed Project and to seek its own professional advice on the legal, financial, regulatory and taxation consequences of entering into any contract or arrangement relating to the proposed Project.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The HUD/ PIDB accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The possession or use of this RFP in any manner contrary to any applicable law is expressly prohibited. The Bidders shall inform themselves concerning, and shall observe any applicable legal requirements. The information does not purport to be comprehensive or to have been independently verified. Nothing in this RFP shall be construed as legal, financial or tax advice.

The HUD/ PIDB, its employees, advisors or consultants make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything

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contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bid Stage. Neither the information in this RFP nor any other written or oral information in relation to the Bidding Process for implementing the Project or otherwise is intended to form the basis of or the inducement for any investment activity or any decision to enter into any contract or arrangement in relation to the Project and should not be relied as such.

The HUD/PIDB and also its advisors/ consultants/ representatives/ employees accept no liability of any nature whether resulting from negligence or otherwise, howsoever caused, arising from reliance of any Bidder upon the statements contained in this RFP.

The HUD/PIDB, its employees and advisors or consultants may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, data, statements, assessment or assumptions contained in this RFP or change the evaluation or eligibility criteria at any time or annul the entire Bidding Process.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the HUD/PIDB or any other costs incurred in connection with or relating to its Bid including costs relating to submission and maintenance of various fees, undertakings and guarantees required pursuant to this RFP and also any cost relating to updating, modifying or re-submitting its Bid pursuant to the RFP being updated, supplemented or amended by the HUD/PIDB. All such costs and expenses will be incurred and borne by the Bidder and the HUD/PIDB shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process (hereinafter defined).

The Bidders are prohibited from any form of collusion or arrangement in an attempt to influence the selection and award process of the Bid. Giving or offering of any gift, bribe or inducement or any attempt to any such act on behalf of the Bidder towards any officer/employee/ advisor/ representative of the HUD/PIDB or to any other person in a position to influence the decision of the HUD/PIDB for showing any favour in relation to this RFP or any other contract, shall render the Bidder to such liability/penalty as the HUD may deem proper, including but not limited to rejection of the Bid of the Bidder and forfeiture of its Bid Security.

This RFP document and the information contained herein are confidential and for use only by the person to whom it is issued. It may not be copied or distributed by the recipient to third parties (other than in confidence to the recipient's professional advisor). In the event that the recipient does not continue with the involvement in the Project in accordance with RFP, the information contained in the RFP document shall not be divulged to any other party. The information contained in the RFP document must be kept confidential.

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I. INSTRUCTIONS TO THE BIDDERS (ITB)

1. INTRODUCTION

The Department of Housing and Urban Development (HUD) is entrusted with the responsibility of ensuring systematic and planned growth of urban areas providing adequate infrastructure, amenities, and services to the citizens outside Municipal limits. The HUD is mandated to frame policies, prepare plans and schemes for the growth of the urban areas as well as creation of investment opportunities by accelerating economic growth of cities and towns. The HUD has two wings - Directorate of Town & Country Planning and Special Urban Development Authorities. The roles and responsibilities of the HUD have been categorized widely in three parts:

1. Planning

- Preparation of Master Plans
- Formulation of Policies for Urban Development
- Formulation/ Updation of Building Bye laws and other controls
- Preparation of Layout Plans of Urban Estates and other Government Projects

2. Regulatory

- Grant of approvals with respect to Change of Landuse, Licensing, Layout Plans and Building Plans
- Enforcement for Planned Development
- To check the unauthorized Construction/Colonization

3. Development

- Development of Urban Estates and Integrated Townships to provide houses at affordable/controlled rates
- Development of Industrial & IT Parks
- Development of OUVGL sites
- Major Infrastructure works

The HUD proposes to select the Architecture Consultancy for Providing Services of Architects to the HUD to undertake the scrutiny of the documents submitted to it. To achieve this purpose, the HUD through this Request For Bid (RFP) aims to engage the best Architectural Consultancies/ bidders which have an experience and expertise in scrutiny of Building Plans and applications related to Completion Certificate/Occupation Certificate and has, therefore, decided to undertake the bidding process for selection of the agencies through Punjab Infrastructure Development Board (PIDB), the nodal agency for development of PPP projects in the State of Punjab and with the role of PIDB limited to provisions of Punjab Infrastructure(Development & Regulation) Act,2002.

1.1.1 A “Two Stage” bidding process is to be followed for determining the Selected Bidder:

A. Step 1 – Qualification and Shortlisting

The Bidders are required to meet the Minimum Eligibility Criteria, as set out in this RFP document, to qualify for the Project (“**Technically Qualified**” Bidder).

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B. Step 2 – Financial Bid Evaluation and Selection

The Financial Bid of only the Technically Qualified Bidders would be opened and evaluated. The Technically Qualified bidder quoting the lowest bid (Least Cost Selection (LCS)) shall be selected as the Successful Bidder ('Bid Variable').

1.1.2 The Bid Document comprises of the ITB, Draft Agreement, Schedules to Draft Agreement and any subsequent addendum or corrigendum issued by the HUD thereof. This ITB contains information about the Project, bid evaluation process, Bid submission details and qualification requirements. All Bids would be evaluated in terms of the financial and technical capability of the Bidder.

1.1.3 Interested Bidders may download the Bid Documents from <https://eproc.punjab.gov.in/nicgep/app>, Bidder should deposit non-refundable fee of INR 15,000/- (Rupees Fifteen Thousand only) online at the time of submission of Bid.

1.1.4 HUD/PIDB shall not be responsible for any delay in receiving the Bids and reserves the right to annul the bid process at any Stage without assigning any reason thereof.

1.1.5 The Selected Bidder shall pursuant to execution of the Agreement (the "**Agreement**"), shall be responsible for placement of the services of the Architects with in 5 working days at the disposal of the HUD under and in accordance with the provisions of the Agreement to be entered into between the Selected Bidder and the HUD.

1.2. SCHEDULE OF BIDDING PROCESS

The HUD/PIDB shall endeavour to adhere to the following schedule:

Sr. No.	Event Description	Date
1	Issue of Bid Documents	04.03.2023
2	Last date for receiving queries	09.03.2023
3	Pre-Bid Conference	10.03.2023 at 11:30 AM
4	Bid/Bid Due Date (Online)	27.03.2023 at 03:30 PM
6	Opening of Technical Bid	27.03.2023 at 04:00 PM
7	Announcement of Technically Qualified Bidders	To be intimated
8	Opening of Financial Bids	To be intimated
9	Letter of Award (LOA)	To be intimated later on
10	Acceptance of LOA	Within 7 days of Award
11	Signing of Agreement	Within 30 days of issue of LOA
12	Validity of Bids	180 days from the Bid Due Date

1.3 PRE-BID CONFERENCE

The date, time and venue of the Pre-Bid Conference shall be:

- Date: 10.03.2023
- Time: 11:30 AM
- Venue: Punjab Infrastructure Development Board
SCO 33-34-35, Sector 34 A, Chandigarh

The minutes of the pre-bid conference incorporating the clarifications shall be uploaded online on <https://eproc.punjab.gov.in/nicgep/app> only and shall form part of this RFP

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document. The queries received after the Pre-Bid Conference shall not be entertained.

1.4 AUTHORIZED REPRESENTATIVE

The Bidders may, during the Bid process, contact the HUD's/PIDB's Authorized Representative as below for seeking any clarification. However, it may be noted that only those clarifications sought as per procedure laid out in RFP shall be answered. The HUD/PIDB, or any of its representatives, shall not be responsible for any other verbal clarifications / communications. The HUD/PIDB may be contacted, for clarifications, at following address through post:

Managing Director,

Punjab Infrastructure Development Board

SCO 33-34-35, Sector 34 A, Chandigarh

Ph- 0172- 4381111

Email: mdpidb@gmail.com, technicalwingpidb@gmail.com

Chief Town Planner, Punjab

PUDA Bhawan, Sector 62, SAS Nagar

Ph – 9023360952, 8968813279

Email: ctppunjab@gmail.com,

2. THE SCOPE OF WORK:

- 2.1.1 The Bidder is required to fully acquaint himself with the working of the HUD for offering the Services to HUD before submission of the bids and particularly the existing norms.
- 2.1.2 The Selected Bidder shall provide the services of Architects to be placed at the disposal of the HUD throughout its various offices as per terms & conditions of this RFP and the Draft Agreement. In case any liability arises out of the fault/ negligence of the Architects its responsibility shall be of the Selected Bidder.
- 2.1.3 As per the delegation of the powers of the HUD, the applications related to building plans and other services are received from time to time at below mentioned offices: -
 1. Development Authorities in Punjab (Special Urban Development Authorities):-
 - a. Greater Mohali Area Development Authority
 - b. Greater Ludhiana Area Development Authority
 - c. Patiala Development Authority
 - d. Jalandhar Development Authority
 - e. Bathinda Development Authority
 - f. Amritsar Development Authority
 2. Directorate of Town & Country Planning:-
 - a. Chief Town Planner, Punjab
 - b. Chief Town Planner, PUDA
 - c. Senior Town Planner, PBIP, Invest Punjab
 - d. Senior Town Planner (SAS Nagar, Ludhiana, Jalandhar, Amritsar, Patiala Bathinda)

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- e. District Town Planner (SAS Nagar, Ludhiana, Jalandhar, Amritsar, Patiala Bathinda, Fatehgarh Sahib, Roopnagar, Ferozpur, Moga, Gurdaspur, Pathankot, Tarn Taran, Hoshiarpur, Kapurthala, SBS Nagar, Sangrur, Barnala, Mansa, Faridkot, Fazilka, Shri Muktsar Sahib).

2.1.4 The tentative deployments of Architects are mentioned below:

S. No	Office	Number of Architects to be Deployed
Authorities in Punjab		
1	Greater Mohali Area Development Authority	1
2	Greater Ludhiana Area Development Authority	1
3	Patiala Development Authority	1
4	Jalandhar Development Authority	1
5	Bathinda Development Authority	1
6	Amritsar Development Authority	1
Directorate of Town & Country Planning		
7	Chief Town Planner, Punjab	1
8	Chief Town Planner, PUDA	1
9	Senior Town Planner, PBIP, Invest Punjab	1
10	Senior Town Planner, SAS Nagar	1
11	Senior Town Planner, Ludhiana	1
12	Senior Town Planner, Amritsar	1
13	Senior Town Planner, Patiala	1
14	Senior Town Planner, Bathinda	1
15	Senior Town Planner, Jalandhar	1
16	Director of Factories	3
Total		18

Note: - In addition to the above deployed the HUD may require the Selected Bidder to increase the deployment by 10%.

2.1.5 Further, the scope would include the Services for technical scrutiny and evaluation of the Building Plans, Applications related to Completion Certificate/Occupation Certificate received in above mentioned offices of Directorate of Town and Country Planning and all development authorities in the State of Punjab received in the HUD with respect to the applicable laws such as- The Punjab Urban Planning and Development Building Rules 2021, National Building Code, Model Building Byelaws, Zoning Plans, Unified Zoning Regulations and other related policies/guidelines/rules and notifications issued from time to time by the State.

2.1.6 There are three stages of approval of Building Plans as mentioned below:

Stage-1: Scrutiny of Documents of Building Plan

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Stage-2: Scrutiny of Building Plans: The Scrutiny of Building Plans with respect to The Punjab Urban Planning and Development Building Rules 2021, National Building Code, Model Building Byelaws, Zoning Plans, Unified Zoning Regulations and other policies/guidelines/rules and notifications of HUDs with respect to building plans from time to time.

Stage-3: Providing suggestions and shortfall in scrutinized Building Plans in report format.

2.1.7 The HUD shall reserve the right to add any specific architectural work during the currency of the contract.

2.2 Apart from the above, the Selected Bidder is also required to undertake work pertaining to issuance of Occupation/ Completion Certificate in following two stages:-

Stage-1: Scrutiny of applications received with respect to Completion Certificate/Occupation Certificate and checking it with the approved building plans and as per the field report received from the concerned office.

Stage-2: Providing suggestions and shortfalls in scrutinized Building Plans in report format.

2.2.1 The Selected Bidder and the Architects deployed should not be associated with any Architecture Consultancy project which would require approval of HUD.

2.2.2 The Selected Bidder should deploy the Architects who will be available for the entire duration of the project and full-time coordination with the HUD. If in case any Architect deployed by the firm resigns/terminated from his position, then it shall be responsibility of the Selected Bidder to replace the Architects within seven (7) days' time from the resignation/termination of the previous employee.

2.3 **TIMELINE AND PAYMENT SCHEDULE**

2.3.1 The period of the contract is 1 year, extendable for a further period of 1 year based on the performance of the Architects and upon mutual consent between the parties. The Payment to the Selected Bidder shall be released as per Clause 12 of the Agreement.

3. **METHOD OF SELECTION OF SUBMISSION OF BIDS**

3.1.1 Selection will be done on the basis of Least Cost Selection (LCS) method. This method is appropriate for selecting consultants for assignment of standard/routine nature where well-established practices and standards exist. Under this method a minimum qualifying mark of 70 points for the quality is established, so that all the Bids on or above the minimum qualifying marks shall compete only on "cost".

Bids shall be submitted online in 2 envelopes, i.e., Technical Bid (Envelope A), Financial Bid (Envelope B) in favour of MD, PIDB on <https://eproc.punjab.gov.in/nicgep/app>. The qualified bidder with the lowest price will be selected.

3.1.2 Technical Bids are opened first and evaluated. Those securing less than the minimum

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qualifying marks (for this method, the minimum qualifying marks shall be 70 points or higher) shall be rejected and the financial Bids of those who qualify Technical Bid shall be opened.

- 3.1.3 In the event of two or more Bidders having same lowest financial bid, the PIDB reserves the right to declare the bidder whose technical score is highest among the bidders as the Selected Bidder. In the event of two or more Bidders securing the same technical marks, the PIDB shall identify the Selected Bidder by the draw of lots, which shall be conducted, with prior notice, in the presence of the representatives of the Tied Bidders who choose to attend.
- 3.1.4 The failure of L1 Bidder to comply with the requirement of this RFP shall constitute sufficient grounds for cancellation of the Letter of Acceptance and forfeiture of Bid Security. In such an event, PIDB shall have right to select the L2 bidder at a bid quote matching the L1 bidder or cancel the entire bidding process or proceed for re-bidding.
- 3.1.6 Bids must be submitted as per the bid schedule at Clause 1.2 of this RFP.
- 3.1.7 Bids must remain valid 180 days after the submission date unless extended. During this period, the Bidder is expected to keep available the Architects proposed for the assignment. PIDB will endeavor to complete the Bidding process within this period. PIDB may ask the bidders to extend the validity period of the Bids. Bids must remain valid for atleast 180 days.

3.2 BID SECURITY

- 3.2.1 The Technical Bid should be accompanied with Bid Security—of Rs. 10,00,000/- (Rs. Ten Lakh Only) in the form of Bank Draft in favour of Managing Director, PIDB payable at Chandigarh or online deposit receipt.
- 3.2.2 The Bidder shall provide the Bid Security online or in the form of a Bank Guarantee from a scheduled Bank as per Appendix -A of this RFP.

3.3 REFUND/ADJUSTMENT OF BID SECURITY

- 3.3.1 Bid Security of the Successful Bidder shall be refunded within 30 days from the signing of the Agreement subject to furnishing of the Performance Guarantee at the time of Signing of the Agreement.
- 3.3.2 Bid Security of the unsuccessful bidder(s) shall be refunded within 30 days of award of work. No interest shall be paid on Bid Security for the period it remains with the PIDB/HUD.
- 3.3.3 Any Bid submitted without the Bid Security in the form as specified in the RFP document shall be summarily rejected.

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3.4 FORFEITURE OF BID SECURITY

3.4.1 The Bid Security shall be forfeited by the HUD/PIDB in the following cases:

- a) If the Bidder withdraws its Bid after Bid Due Date & during the Bid Validity Period.
- b) If the Bidder engages into corrupt, fraudulent, coercive, or undesirable practice or restrictive practice as specified in Clause 5 of the RFP.
- c) In case of Non-submission of Performance Security as per the provision of RFP.
- d) In case the Bidder has submitted a conditional Bid.
- e) In case the Selected Bidder refuses to accept/ acknowledge the Letter of Award (LoA)
- f) In case the Selected bidder is unable to sign the Agreement within 30(thirty) days from the issuance of LoA.
- g) Any other conditions as specified in this RFP document.

4. GENERAL TERMS OF BIDDING

4.1.1 Bidder shall not submit more than one Bid for the Project.

4.1.2 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the Draft Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Agreement.

4.1.3 The Bidder should submit a Power of Attorney as per the format at Appendix B, authorizing the signatory of the Bid to commit the Bidder.

4.1.4 Bidder should have never been blacklisted or had its contract terminated by any Central Government/ State Government/ Statutory Authority or Public Sector Undertaking (PSU) in India or be under insolvency proceedings. A declaration from the Bidder in this regard in the form of a duly notarized affidavit shall be submitted by the Bidder as per Appendix C of this RFP.

4.1.5 Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.

4.1.6 The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.

4.1.7 The document, including this RFP and all attached documents, provided by HUD/ PIDB are and shall become the property of the HUD/PIDB and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders shall treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid.

The provisions of this RFP shall also apply *mutatis mutandis* to Bids and all other documents submitted by the Bidders, and HUD will not return to the Bidders any Bid,

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document or any information provided along therewith.

4.1.8 CONFLICT OF INTEREST AMONG BIDDERS:

A bidder shall not have conflict of interest with other bidders which may lead to anti-competitive practices to the detriment of the HUDs' interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if it has:

- (a) A controlling partner (s) in common; or
- (b) Receives or have received any direct or indirect subsidy/financial stake from a common controlling partner (s); or
- (c) They have the same legal representative/agent for purposes of this bid; or
- (d) has relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder; or
- (e) Bidder participates in more than one bid in this bidding process.

Participation by a bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved.

Explanation: In the event of disqualification of a Bidder due to Conflict of Interest found during the Bidding Process, the HUD/PIDB shall be entitled to forfeit and appropriate their Bid Security. In the event such Conflict of Interest is discovered after signing of the Agreement with the Selected Bidder, the HUD shall initiate termination proceedings as per the Agreement and Blacklist the Successful Bidder.

4.1.9 PERFORMANCE SECURITY:

The Successful Bidder, for due and faithful performance of its obligations under the Agreement, shall be required to provide "Performance Security" as per Clause 11 of the Agreement at the time of signing of the Agreement.

- i. The Performance Security amount would be equal to 10 % of the Bid Variable.
- ii. The validity of Performance Security would be for 1(one) year with a further claim period of 3 months after the end of the term of the agreement

In the event the term of Agreement is further extended for 1 year, the Selected Bidder in due performance of its obligations under the Agreement shall submit a fresh Performance Guarantee for the extended period with claim further period of 3 months after the end of the term of the agreement.

4.2 QUALIFICATION / SHORTLISTING OF BIDDERS

- 4.2.1 The Bidder could be an independent legal entity such as Sole proprietorship firm, Registered Partnership Firm (under the Indian Partnership Act, 1932) or Registered Company (under Companies Act, 1956 or 2013) or a Limited Liability Partnership (LLP) constituted under the Limited Liability Partnership Act, 2008.

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- 4.2.2 The Bidder should be legally competent to enter a contract as per prevailing Indian Laws.
- 4.2.3 Only those bidders meeting Minimum Eligibility Criteria as per Clause 4.3 will be considered for “Technical Evaluation” of the Project.

4.3 MINIMUM ELIGIBILITY CRITERIA:

S. No.	General Mandatory Conditions	Proof Document Required
1	The Bidder must be a company in India/ under the Company's Act 1956/2013 or Limited Liability Partnership Firm under the LLP Act, 2008 or a Partnership Firm under the Indian Partnership Act, 1932 or a sole proprietorship firm.	Certificate of Incorporation / Registration Certificate
2	Bidder should have an average annual turnover of Rs. 5 crore in each of the last Three (3) financial years i.e. FY 2019-2020, FY 2020-21 and FY 2021-22.	Copy of the Audited Profit & Loss Statement, Balance sheet and/ or Copy of the letter/ certificate from a Chartered Accountant regarding turnover.
3	Bidder should have positive net worth as on 31st March 2022	Copy of the Audited Profit & Loss Statement, Balance sheet and/or Copy of the letter/ certificate from a Chartered Accountant regarding net worth.
4	Bidder should have relevant project experience of Architectural Services of not less than 5 financial years.	Work orders along with completion certificates duly signed by concerned Department/ organization.
5	Five major projects, having minimum total of Rs.10 Crores value excluding land cost, completed for Architectural Services in last 5 financial years	Work orders along with completion certificates duly signed by concerned Department/ organization <i>The Project Cost shall be verified by Statutory Auditor and the Completion Certificate for Architecture work to be verified from the Concerned client of the Bidder.</i>
6	The firm should not have been blacklisted in the last 5 financial years by any Central/State Government or their Agency in India at the time of submission of the Bid	Declaration letter by bidder as per format given in the RFP document

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7	Consortium/ JV/ Sub-Contracting not allowed	
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4.4. EVALUATION OF TECHNICAL BIDS

4.4.1 The authorized representatives of HUD/PIDB shall evaluate the Bids for their responsiveness to the Terms of Reference, as per the evaluation criteria specified in the RFP. Each Bid will be given a technical score based on the technical criteria.

4.4.2 The evaluation criteria are as follows:

No.	Criteria	Maximum points
A.	Qualifications and competence of the key professional staff for the assignment	63
a.	Architect (18 Nos. Required) i. Experience of Architect (5-10 Years) – 2.5 Marks each Architect ii. Experience of Architect (Above 10 Years) – 3.5 Marks each Architect	63
B.	Specific experience of the bidder related to the Assignment	37
a.	Similar assignments for Architectural Services in last 5 years * (3 marks each assignment) 5 Projects=15 marks 9 Projects =27 marks	27
b.	Relevant project experience of Architectural Consultancy Services 5- 7 Years - 7 marks More than 7 years - 10 marks	10
	Total (A+B)	100

**Similar Assignments: Architectural Consultancy Services Projects. (Government/PSU/ Private Projects will be considered for evaluation. The evaluation of the experience shall be based on the Documents as per the checklist at Appendix D submitted by the bidder.*

4.5 EXPERIENCE OF KEY ARCHITECTS

4.5.1 The minimum required experience of proposed key professional staff is:

S. No	Key professional	Number	Qualifications	Area of Specific Expertise
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1.	Architects	15	Bachelor's in Architecture with minimum 5 years' experience and registration with Council of Architecture and should have handled at least 2 projects of architecture consultancy services in the last 3 years.	1.Experience in evaluation of Building Plans with respect to the concerned policies 2.Strong practical experience in software tools AUTOCAD
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Note: All the above required Architects shall be full-time employees of the Selected Bidder.

4.6 SUBMISSION OF THE BID

4.6.1 The bidder shall submit its bid online on <https://eproc.punjab.gov.in/nicgep/app> in favor of Managing Director, PIDB.

4.6.2 The Power of Attorney for signing of Bid shall be submitted in original by the Selected Bidder before issuance of LoA by the PIDB.

The Selected Bidder failing to submit the original documents required as per above shall be unconditionally debarred from bidding in future projects of the State for a period of 5 years.

4.6.3 Each page of the Bid should be serially numbered and duly signed by the 'Authorized Signatory' of the Bidder. The Bidders shall submit a supporting Power of Attorney authorizing the signatory of the Bid to commit the bidder and agreeing to ratify all acts, deeds and things lawfully done by the said attorney.

4.6.4 The Authorized Signatory shall initial each page of the Bid. He shall also initial all the alterations, omissions, additions, or any other amendments made to the Bid, before submission. Further all the pages of the Bid shall be sealed by the Bidder.

4.6.5 By submitting the Bid, the Bidder shall be deemed to have acknowledged and agreed that in the event of a change in control the Bidder shall be required to inform the HUD/PIDB forthwith along with all relevant particulars about the same and the HUD/PIDB may, in its sole discretion, disqualify the Bidder or withdraw the LOA from the Selected Bidder, as the case may be. In the event such change in control occurs after signing of the Agreement, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed to be a breach of the Agreement, and the same shall be liable to be terminated without the HUD/PIDB being liable in any manner whatsoever to the bidder.

In such an event, notwithstanding anything to the contrary contained in the Agreement, HUD/PIDB shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the HUD/PIDB under the Bidding Documents and/ or the Agreement or otherwise.

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4.7 LATE BIDS

Bids received by the PIDB after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

4.8 Modifications/ Substitution/ Withdrawal of Bids

The Bidder may modify, substitute, or withdraw its Bid after submission, prior to the Bid Due Date. No Bid shall be modified, substituted, or withdrawn by the Bidder on or after the Bid Due Date.

Any alteration/ modification in the Bid or additional information supplied post the Bid Due Date, unless the same has been expressly sought for by the PIDB, shall be disregarded. Awarding the project will be in accordance with policies of Government of Punjab.

4.9 REJECTION OF BIDS

PIDB, reserves the right to reject any Bid, if

- a) It is not signed, sealed and marked.
- b) The information and documents have not been submitted as requested and in the formats specified in the RFP Document.
- c) There are inconsistencies between the bid and the supporting documents.
- d) It does not mention the Bid Validity Period as set out in Clause 1.2.
- e) There are conditions proposed with the Technical and/or Financial Bids.

PIDB reserves the right to annul the entire Bidding 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 thereof.

4.10 VALIDITY OF BIDS

The Bid shall remain valid for a period not less than 180 (One Hundred and Eighty) days from the Bid Due Date (the “**Bid Validity Period**”). The PIDB reserves the right to reject any Bid that does not meet this requirement. Bid Validity Period shall be extended for a specified additional period at the request of the HUD/PIDB to the Bidder.

A Bidder agreeing to the request will not be allowed to modify his Bid but would be required to extend the validity of his Bid / Bid Security for the period of extension. The Bid Validity Period for the Bid / Bid submitted by the Selected Bidder shall be extended till the date of execution of the Agreement.

4.11 CONFIDENTIALITY

Information relating to the examination, clarification, evaluation, and recommendation for the short-listed Bidders shall not be disclosed to any person not officially concerned with the process. The HUD/PIDB shall treat all information submitted as part of all Bids confidential and shall insist that all those who have access to such material also treat it in confidence. The HUD/PIDB shall not divulge any such information unless it is ordered to do so by any government HUD/PIDB that has the power under law to require its disclosure or due to statutory compliances.

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4.12 CORRESPONDENCE WITH THE BIDDER

Save and except as provided in this RFP, the HUD/PIDB shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

4.13 OPENING OF THE BID:

4.13.1 The received Technical Bids shall be opened in presence of the Bidders at scheduled time on the Bid Due Date, unless intimated otherwise. The date for opening of Financial Bids shall be intimated in advance to the Technically Qualified bidders.

5. FRAUD AND CORRUPT PRACTICES:

5.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Agreement.

Not with standing anything to the contrary contained herein, or in the LOA or the Agreement, HUD/PIDB may reject a Bid, withdraw the LOA, or terminate the Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder, as the case may be, if it determines that the Bidder, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, HUD/PIDB shall be entitled to forfeit and appropriate the Bid Security or Performance Security as Damages, without prejudice to any other right or remedy that may be available to HUD/PIDB under the Bidding Documents and/ or the Agreement, or otherwise.

Without prejudice to the rights of HUD/PIDB under Clause here in above and the rights and remedies which the HUD/PIDB may have under the LOA or the Agreement, or otherwise if a Bidder, as the case may be, is found by the HUD/PIDB to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Agreement, such Bidder shall not be eligible to participate in any Bid or RFP issued by HUD/PIDB till the term of its contract from the date such Bidder, as the case may be, is found by the HUD to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

For the purposes of this clause, 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 Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of HUD/PIDB who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official

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resigns or retires from or otherwise ceases to be in the service of HUD/PIDB, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process);

- b) "Fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding 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 Bidding Process;
- d) "Undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by HUD/PIDB with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- e) "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

Any bribe, commission or advantage offered or promised by or on behalf of the bidder to any officer or servant of the HUD/PIDB shall (in addition to any criminal liability which the bidder may incur) debar his Bid from being considered. Canvassing on the part or on behalf of the Bid will also make his Bid liable to rejection besides black-listing the firm.

6. ACCEPTANCE:

- 6.1 PIDB for and on behalf of the HUD reserves the right to reject any or all the Bids, without assigning any reason thereof.
- 6.2 When a bid is accepted, the Successful Bidder will be informed of the acceptance of his bid by a letter/e-mail at his available address as formal 'Acceptance of Bid'. Where acceptance is communicated by e-mail, the formal acceptance of bid will be forwarded by post, as soon as possible, but the e-mail must be acted upon immediately.
- 6.3 PIDB on behalf of HUD will issue LoA after the completion of the bidding process.

7. MISCELLANEOUS

- 7.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts in Mohali shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 7.2 HUD/PIDB, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time to:
 - a) Suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto.
 - b) Consult with any Bidder to receive clarification or further information.
 - c) Retain any information and/ or evidence submitted to HUD/PIDB by, on behalf of, and/ or in relation to any Bidder; and/ or
 - d) Independently verify, disqualify, reject and/ or accept all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.

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It shall be deemed that by submitting the Bid, the Bidder agrees and releases PIDB/ HUD, 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 with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

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Annexure- I

TECHNICAL BID SUBMISSION FORM

Date:

To,

Managing Director
Punjab Infrastructure Development Board (PIDB)
SCO, 33-34-35, Sector 34-A, Chandigarh - 160022

Sub: RFP for Selection of Architecture Selected Bidder for Providing Architects to Department of Housing & Urban Development - Technical Bid

Dear Sir,

We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Bid dated [Date], and our Bid. We are hereby submitting online our Bid which includes this Technical Bid, and a Financial Bid sealed under a separate envelope. We agree to the terms and conditions of the RFP document.

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

Yours Sincerely,

Authorized Signature (in Full and Initials)

Name and Title of Signatory:

Name of Bidder [Company/ firm]:

Address:

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Annexure-II

TECHNICAL CAPACITY OF FIRM/ BIDDER DETAILS

Sr. No.	Description	Details
1.	Name of Authorized person	
2.	Name of the Bidder [Company/Firm]	
3.	Official address	
4.	Phone No. and Fax No.	
5.	Email ID	
6.	Details of Bidder's Registration (Please enclose copy of the Bidder's registration document)	
7.	Name of Registration Authority	
8.	Registration Number and Year of Registration	
9.	Permanent Account Number (PAN)	
10.	GST Registration No.	
11.	Average Annual Turnover in last 5 years	
12.	Similar projects completed in India.	
13.	Track record of undertaking similar assignments	

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Annexure-III

FINANCIAL CAPACITY

Average Annual Turnover of Bidder

Sr. No.	Financial Years	Revenue from Consultancy Services (INR)
1.	2019-2020	
2.	2020-2021	
3.	2021-2022	
	Average Annual Turnover	indicate sum of above divided by 3

Certificate from the Statutory Auditor

This is to certify that [name of company] [registered address] has received the payments shown above against the respective years.

Name of Authorized Signatory

Designation

Name of the Bidder [Company/ firm]

Signature of the Authorized Signatory

Seal of Audit firm

Note:

1. In case the Consultant does not have a statutory auditor, it may provide the certificate from its Chartered Accountant.

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Annexure-IV

STATEMENT OF LEGAL CAPACITY

(On the letterhead of the Bidder)

Ref.

Date:

To

The Managing Director

Punjab Infrastructure Development Board (PIDB)

S.C.O. No. 33-34-35, Sec.34A,

Chandigarh - 160022

Dear Sir,

We hereby confirm that we satisfy the terms and conditions laid out in the RFP.

We have agreed that _____ (insert individual's name) will act as our representative and has been duly authorized to submit the RFP. Further, the authorized signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

Authorized Signatory

For and on behalf of

DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)

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Annexure-V

FORMAT OF CV OF ARCHITECTS

1	Proposed Position				
2	Name of the Firm				
3	Name of Staff				
4	Years with the firm				
5	Present Position in the firm				
6	Date of Birth				
7	Nationality				
8	Education				
9	Membership of Professional Associations/ Societies				
10	Key Training and Certifications				
11	Countries of Experience				
12	Languages Known	Language	Speaking	Reading	Writing
13	No. of Years of Experience				
14	Employment Record				
	From	To	Employer	Position Held	
15	Detailed Tasks Assigned				
15.1	Name of assignment				
	Year				
	Location				
	Department/ Organization				
	Main project features				
	Positions held				
	Activities performed				
15.2	Name of Assignment				
	Year				
	Location				
	Department/ Organization/Firm				
	Main project features				
	Positions held				
	Activities performed				
	Certification				

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

[Name]
[Date]

[Place]

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Annexure-VI

FORMAT OF SIMILAR PROJECT EXPERIENCE LIST

Sr. No.	Title of Project	Department name	Contact cost in Rs.	Year of completion
1.				
2.				
3.				
4.				

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Annexure-VII

FORMAT OF SIMILAR PROJECTS

Assignment name:		Approx. value of the Agreement (in current Rs):
Country:		Location within Country:
Name of Department/ Organization:		Total No of person-months of the assignment:
Address of Department/ Organization:		Whether project done in Sole Capacity/ JV Lead/ Consortium/ Sub-consultant:
Start date (month/year):		Name of Joint Venture partner or sub-Consultants, if any:
Completion date (month/year):		
Narrative description of Project in brief:		
Description of actual services provided by your firm in the assignment:		
Name of Firm:		

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APPENDIX-A

Bank Guarantee for Bid Security

Dated: _____

To
Managing Director
Punjab Infrastructure Development Board (PIDB)
S.C.O. No. 33-34-35, Sec.34A,
Chandigarh - 160022

Unconditional and Irrevocable
B.G. No.

1. In consideration of you, _____, having its office at _____, (hereinafter referred to as "PIDB", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of _____ (name of the Bidder) and having its registered office at _____ (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the _____ pursuant to the RFP Document dated _____ issued in respect of the Project and other related documents including without limitation the draft concession agreement (hereinafter collectively referred to as "Bidding Documents"), we (Name of the Bank) having our registered office at _____ and one of its branches at _____ (hereinafter referred to as the "Bank"), at the request of the Bidder, do hereby irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to PIDB an amount of INR. _____ (Rupees _____ only) (hereinafter referred to as the "Guarantee") as our primary obligation without any demur, reservation, recourse, contest, or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.
2. Any such written demand made by PIDB stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive, and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of PIDB is disputed by the Bidder or not, merely on the first demand from PIDB stating that the amount claimed is due to PIDB by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid Validity Period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the

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Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding INR. (Rupees only).

4. This Guarantee shall be irrevocable and remain in full force for a period of one (1) years from the Bid Due Date inclusive of a claim period of 180 (One hundred and eighty) days or for such extended period as may be mutually agreed between PIDB and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
5. We, the Bank, further agree that PIDB shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents including, *inter alia*, the failure of the Bidder to keep its Bid open during the Bid Validity Period set forth in the said Bidding Documents, and the decision of PIDB that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between PIDB and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.
6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
7. To give full effect to this Guarantee, PIDB shall be entitled to treat the Bank as the principal debtor. PIDB shall have the fullest liberty, without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid Validity Period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to PIDB, and the Bank shall not be released from its liability under these presents by any exercise by PIDB of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of PIDB or any indulgence by PIDB to the said Bidder or by any change in the constitution of PIDB or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
8. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorized to receive the said notice of claim.
9. It shall not be necessary for PIDB to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank,

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notwithstanding any other security which PIDB may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.

10. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of PIDB in writing.
11. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.
12. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to INR. (Rupees only). The Bank shall be liable to pay the said amount or any part thereof only if PIDB serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before [..... (Indicate date falling 2 years (Two years) after the Bid Due Date)].

Signed and Delivered by Bank

By the hand of Mr. /Ms, its and authorised official.

(Signature of the Authorised Signatory)

(Official Seal)

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APPENDIX-B

FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF BID
(On a Non-Judicial Stamp Paper of appropriate value)

POWER OF ATTORNEY

Know all men by these presents, We _____ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr/ Ms (name), _____ son/daughter/wife _____ 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 Bid to PIDB for _____ proposed or being developed by the _____ (the “Authority”) including but not limited to signing and submission of all Bids and other documents and writings, participate in Pre-Bids and other conferences and providing information/ responses to PIDB and/ or the Authority, representing us in all matters before PIDB and/ or the Authority, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with PIDB and/ or the Authority in all matters in connection with or relating to or arising out of our Bid for the said Project and/ or upon award thereof to us and/or till the entering into of the Concession Agreement with the Authority.

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 _____, 20**

For -----
(Signature)
(Signature, name, designation and address)

Witnesses:
1.
[Notarized]
2.
Accepted

(Signature)
(Name, Title and Address of the Attorney)

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Note:

- *To be executed by the sole Bidder or the Lead Member in case of a Consortium as the case may be.*
- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries conforming Apostille certificate.*

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APPENDIX –C

SELF UNDERTAKING

(On Letter Head of the Bidder/All the members in Case of a Consortium)

Reference
Date:

To
The Managing Director
Punjab Infrastructure Development Board (PIDB)
S.C.O. No. 33-34-35, Sec.34A,
Chandigarh - 160022

Sub: RFP for Selection of Architecture Selected Bidder for Providing Architects to Department of Housing & Urban Development - Technical Bid

Dear Sir/Madam,

I/We (Name of the Bidder) hereby take that I/We (Name of the Bidder) have not been debarred/blacklisted/terminated by any Central Government/ State Government/ Statutory Authority or Public Sector Undertaking (PSU) in India.

Yours faithfully
(Signature, name and designation of the authorized signatory)

For and on behalf of

DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)

Selection of Architecture Consultancy for Providing Services of the Architects to Department of Housing & Urban Development

APPENDIX-D

CHECKLIST OF SUBMISSIONS

S.No.	Enclosures to the Bid	Status (Submitted/Not Submitted)	Comments if any
1.	Receipt of deposit of Rs. 15,000/- (Rupees Ten Thousand Only)		
2.	Bid Security of Rs 10 lakhs (Rupees Ten Lakhs Only)		
3.	RFP document each page duly signed by the Authorized Person is to be returned acknowledging the terms and conditions thereof		
3.	Annexure-I: Letter comprising the Bid		
	Annexure-II: Technical Capacity /Details of Bidder of Bidder		
	Annexure-III: Financial Capacity of the Bidder		
	Annexure-IV: Statement of Legal Capacity		
	Annexure-V: Format of CV of Architects		
	Annexure-VI: Format of Similar Project Experience List		
	Annexure-VII: Format of Similar Projects		
	Appendix A: Bank Guarantee for Bid Security		
	Appendix B: Format for Power of Attorney for Signing of Bid		
	Appendix C: Self - Undertaking		
	Appendix D: Checklist of Submissions		
	Appendix E : (I) Financial Proposal: Covering Letter (II) Financial Bid		

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APPENDIX-E

(I) FINANCIAL PROPOSAL

Covering Letter

Date:

Place:

To

The Managing Director
Punjab Infrastructure Development Board (PIDB)
S.C.O. No. 33-34-35, Sec.34A,
Chandigarh - 160022

Sub: Selection of Architecture Consultancy for Providing Services of the Architects to Department of Housing & Urban Development

Dear Sir/Madam,

I/We, name) herewith enclose the Financial Proposal for Selection of our firm as an Agency for Above.

(Applicant's.....)

I/We agree that this office shall remain valid for a period of 180 (one Hundred and Eighty) days from the Proposal Due date or such further period as may be mutually agreed upon.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

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**APPENDIX -E
(II) FINANCIAL BID**

S.No.	Project/Name	Total ACF (in INR)	Total ACF (in Words)
1.	Selection of Architecture Consultancy for Providing Services of the Architects to Department of Housing & Urban Development		

Authorized Signature:

Name:-

Designation:-

Name of firm:

Note:

1. GST shall be paid separately as per prevailing rate and the same is not required to indicated in Financial Proposal
2. All payment shall be made in Indian Rupees and shall be subject to applicable Indian laws withholding taxes if any.
3. The financial proposal shall not include any conditions attached to it and any such conditional financial proposal shall be rejected summarily
4. The ACF shall increase at the rate of 5% every year in accordance with the article 5 of draft concession agreement.

DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)

Selection of Architecture Consultancy for Providing Services of the Architects to Department of Housing & Urban Development

II. AGREEMENT

THIS AGREEMENT (the “**Agreement**”) is entered into on this the _____ day of _____, 2023 at _____ (Effective Date);

BETWEEN

THE GOVERNOR OF THE STATE OF PUNJAB in his executive capacity for the Government of the State of Punjab, through Department of Housing and Urban Development, having its office at _____, through its authorized representative _____ (hereinafter referred to as the “**Authority**”/ “**HUD**”, which expression shall, unless the context otherwise requires, include its successors, permitted assigns and substitutes) of **First Part**;

AND

M/s. _____ [insert the name of the Company/Firm], a _____ incorporated under the _____ Act, and having its registered office at _____ [insert address of the registered office], acting through _____ its _____ [Designation], duly authorized in this behalf by way of Power of Attorney dated _____ (hereinafter referred to as the “**Selected Bidder**” which expression shall, unless the context otherwise requires, include its successors, permitted assigns and substitutes) of the **Second Part**,

*Each Party hitherto shall hereinafter individually be referred to as “**Party**” and together be referred to as “**Parties**”*

RECITALS:

- A. WHEREAS** the HUD proposes to engage the Architectural Consultancy having an experience and expertise in scrutiny of Building Plans and applications related to Completion Certificate/Occupation Certificate for which it would provide Architects to the HUD to be placed at various offices.
- B. AND WHEREAS** with an objective to seek above, HUD through Punjab Infrastructure Development Board (“**PIDB**”) undertook the process of selection of a suitable Architectural Consultancy through competitive bidding, after issuing a Request for Bid document (the “**RFP**”) dated _____ inviting Bids from prospective Bidders, containing *interalia* the minimum qualification for a Bidder and the technical parameters including the terms and conditions for scrutiny of the documents submitted to it. Upon detailed evaluation of the submitted Bids, the PIDB accepted the Financial Bid of the Selected Bidder issued a Letter of Award (“**LoA**”) dated _____ to the Selected Bidder requiring *interalia* the execution of this Agreement within 30 (thirty) days of issuance thereof.

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C. **AND WHEREAS** the Selected Bidder acknowledges and confirms that it has undertaken due diligence and audit of all aspects of the Scope of Work including technical financial and legal due diligence and based on its independent satisfaction hereby accepts the Award of Work granted and agrees and undertakes to provide the 15 Architects as per the terms of RFP and this Agreement.

NOW THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth in this Concession Agreement, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. DEFINITIONS

Unless the context otherwise requires, the following terms whenever used in this Agreement have the following meanings:

- a) "Applicable Law" means the laws and any other instruments having the force of law in India.
- b) "Financial Bid" means the price to be paid for the performance of the Services as quoted by the Selected Bidder;
- c) "Party" means the HUD or the Selected Bidder, as the case may be, and Parties means both of them;
- d) "Architects deployed" means Architects deployed by the Bidder and assigned to the performance of the Services or any part thereof;
- e) "Services" means the work to be performed by the Architects deployed by the Selected Bidder pursuant to this Agreement.

1.1 INTERPRETATION

In this Agreement, unless the context otherwise requires,

- (a) references to any legislation or any provision thereof shall include amendment or re-enactment or consolidation of such legislation or any provision thereof so far as such amendment or re-enactment or consolidation applies or is capable of applying to any transaction entered into hereunder;
- (b) references to laws of India or Indian law or regulation having the force of law shall include the laws, acts, ordinances, rules, regulations, bye laws or notifications which have the force of law in the territory of India and as from time to time may be amended, modified, supplemented, extended or re-enacted;
- (c) references to a "person" and words denoting a natural person shall be construed as a reference to any individual, firm, company, corporation, society, trust, government, state or agency of a state or any association or partnership (whether or not having

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- separate legal personality) of two or more of the above and shall include successors and assigns;
- (d) the table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement;
 - (e) the words “include” and “including” are to be construed without limitation and shall be deemed to be followed by “without limitation” or “but not limited to” whether or not they are followed by such phrases;
 - (f) any reference to any period of time shall mean a reference to that according to Indian Standard Time;
 - (g) any reference to day shall mean a reference to a calendar day;
 - (h) Reference to a “business day” shall be construed as reference to a day (other than a Sunday or a statutory holiday as declared by the Government of Punjab, (in which the project is located)) on which banks in the State of Punjab are generally open for business;
 - (i) any reference to month shall mean a reference to a calendar month as per the Gregorian calendar;
 - (j) the words importing singular shall include plural and vice versa;
 - (k) References to any gender shall include the other and the neutral gender;
 - (l) save and except as otherwise provided in this Agreement, any reference, at any time, to any agreement, deed, instrument or document of any description shall be construed as reference to that agreement, deed, instrument or other document as amended, varied, supplemented, modified or suspended at the time of such reference; provided that this Sub-Article (s) shall not operate so as to increase liabilities or obligations of the Authority hereunder or pursuant hereto in any manner whatsoever;
 - (m) any agreement, consent, approval, authorization, notice, communication, information or report required under or pursuant to this Agreement from or by any Party shall be valid and effective only if it is in writing under the hand of a duly authorized representative of such Party, as the case may be, in this behalf and not otherwise;
 - (n) the Schedules and Recitals to this Agreement and the Request for Bids (“RFP”) forms an integral part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement;
 - (o) references to Recitals, Articles, Clauses, Sub-clauses, Provisos or Schedules in this Agreement shall, except where the context otherwise requires, mean references to Recitals, Articles, Clauses, Sub-clauses, Provisos and Schedules of or to this Agreement; reference to an Annex shall, subject to anything to the contrary specified therein, be construed as a reference to an Annex to the Schedule in which such reference

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occurs; and reference to a Paragraph shall, subject to anything to the contrary specified therein, be construed as a reference to a Paragraph of the Schedule or Annex, as the case may be, in which such reference appears;

1.2 PRIORITY OF AGREEMENTS AND ARTICLES

This Agreement, and all other agreements and documents forming part of or referred to in this Agreement are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this Agreement, the priority of this Agreement and other documents and agreements forming part hereof or referred to herein shall, in the event of any conflict between them, be in the following order:

- (a) this Agreement; and
- (b) all other agreements and documents forming part hereof or referred to herein;
- (c) the LoA issued to the Selected Bidder;
- (d) written addenda to the Bid;
- (e) bid document; and
- (f) the Bid.

1.3 Subject to provisions of this Agreement, in case of ambiguities or discrepancies within this Agreement, the following shall apply:

- (a) between two or more Articles of this Agreement, the provisions of specific Articles relevant to the issue under consideration shall prevail over those in other Articles;
- (b) between the Articles of this Agreement and the Schedules, the Articles shall prevail;

2. OBLIGATIONS OF THE SELECTED BIDDER

The Selected Bidder place the services of the Architects shall perform the Services as per the scope of work detailed in the RFP 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 methods.

The Selected Bidder shall always act, in respect of any matter relating to this Agreement or to the Services, as faithful advisers to the HUD, and shall always support and safeguard the HUD's legitimate interests in any dealings with public and third parties.

3. OBLIGATIONS OF THE HUD

The HUD shall use its best efforts to ensure that the Government shall provide the Architects deployed such assistance and data as specified in the RFP and the Agreement.

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4. DEPLOYMENT

The Selected Bidder shall place the services of the Architects at various offices at the disposal of the HUD. The HUD shall provide all the requisite office infrastructure/ office equipment to the deployed Architects as deemed appropriate by HUD. The Deployed Architect will be the employees of the Selected Bidder at all times.

The Selected Bidder will ensure that all the provided office equipment be returned to HUD in good condition on the successful conclusion/ termination (whichever is earlier). The deployed Architects would work as per normal working hours i.e. 09.00 AM to 05.00 PM, as observed by the offices of the HUD and as and when required by HUD. No overtime will be paid.

5. CONFLICT OF INTEREST

The Selected Bidder and the Architects deployed should not be associated with any Architecture Consultancy project which would require approval of HUD.

The Selected Bidder and its deployed Architects shall not engage in consulting and receive any remuneration in connection with the assignment except as provided in the Agreement.

6. ARCHITECTS

- a) No changes shall be made in the Architects deployed. In case it becomes incumbent to change any Architect, the Selected Bidder shall forthwith provide as a replacement a person of equivalent or better qualifications with approval of the HUD within 7 working days.
- b) If the HUD finds that any of the Architects have (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Architects, then the Selected Bidder shall, at the HUD's written request specifying the grounds thereof, forthwith provide as a replacement a Architect with requisite qualifications and experience as per RFP.
- c) The Selected Bidder shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Architects.
- d) The HUD reserves right to initiate the criminal proceedings against the deployed Architect(s) and the Selected Bidder if any of its Architect found to be indulged in gross misconduct such as corrupt practices etc.

7. LEAVE AND REPLACEMENT OF ARCHITECTS

- A. **Leave:** The deployed Architects would be entitled to casual leave as per Punjab Govt. rules.
- B. **Replacement:** In the event, an Architect proceeds on leave for 5 working days in continuity, the Selected Bidder would be responsible to make the temporary arrangement

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for replacement of an Architect with immediate effect with respect to the date of start of his leave.

During the term of deployment of the Architect, if substitution becomes necessary for reason of ill health or because a deployed Architect proves to be unsuitable, the Selected Bidder shall propose other staff of at least the same level of qualification for approval by the HUD within 3 working days

8. PENALTY

The failure to provide substitution of the Deployed Architect in terms of clause 2.2.2 of RFP and clause 7 of this agreement shall entitle the HUD to penalize the Selected Bidder by deducting Rs. 5000/- per day upto maximum to Rs. 3 lakhs. In the event the penalty imposed exceeds the maximum value, the HUD reserves the right to terminate the Agreement on this ground.

In the event of repudiation of the Agreement, the HUD shall be entitled terminate the Agreement with immediate effect and encash the entire amount of Performance Bank Guarantee. Also, HUD shall initiate the process of Blacklisting.

9. MODIFICATION

Modification of the terms and conditions of this Agreement, including any modification of the scope of the Services or of the Agreement Price, may only be made by written agreement between the Parties.

10. TERMINATION

Unless terminated earlier, this Agreement shall terminate with efflux of time as per terms and conditions of this agreement to the full satisfaction of the HUD. The parties may agree to extend the term for further period of 1 year on the mutual terms and conditions in writing. Either party may terminate this Agreement as per following terms:

A. By HUD

The HUD may terminate this Agreement, by not less than thirty (30) days' written notice of termination to the Selected Bidder, to be given after the occurrence of any of the events:

- a. If the Selected Bidder does not perform their obligations under this Agreement, within thirty (30) days of receipt after being notified;
- b. If the Selected Bidder become insolvent or bankrupt;
- c. If the Selected Bidder does not comply with the terms of this document at any stage.
- d. If the Selected Bidder, in the judgment of the HUD has engaged in corrupt or fraudulent practices in competing for or in executing the Agreement.

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B. By the Selected Bidder

The Selected Bidder may terminate this Agreement, by not less than thirty (30) days' written notice to the HUD, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Clause:

- a) if the HUD fails to pay any money due to the Selected Bidder pursuant to this Agreement and not subject to dispute which may arise hereof, within forty-five (45) days after receiving written notice from the Selected Bidder that such payment is overdue; or
- b) if, as the result of Force Majeure, the Selected Bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

the Party intending to issue the Termination Notice shall inform the other Party of such intention and grant 15 (fifteen) days' time to make a representation and may after the expiry of such 15 (fifteen) days period, whether or not it is in receipt of such representation, in its sole discretion issue the Termination Notice.

11. PAYMENT UPON TERMINATION

Upon termination of this Agreement pursuant to Clauses 10, the HUD shall make the following payments to the Selected Bidder:

- a) Remuneration pursuant to this Agreement as per scope of work defined in RFP and for Services satisfactorily performed prior to the effective date of termination.

12. PERFORMANCE SECURITY

- a) The Selected Bidder shall, for the performance of its obligations during the Agreement Period hereunder, provide to the HUD on the date of signing of this Agreement, an irrevocable and unconditional guarantee from a Bank for a sum equivalent to 10% of the Bid Variable as per the Appendix-I of the Agreement. The Performance Security shall remain valid and in force till 3 months after the expiry of the Agreement.
- b) In case of delay in the deployment of Architects for services to the HUD by the Selected Bidder within the time fixed or in the event of repudiation of the contract, the HUD reserves the right to encash and appropriate from the Performance Security.
- c) Upon such encashment and appropriation from the Performance Security, the Selected Bidder shall, within 15 (fifteen) days thereof, replenish, in case of partial appropriation, to the original level of the Performance Security, and in case of appropriation of the entire Performance Security provide a fresh Performance Security failing which the Authority may at its discretion, terminate this Agreement.

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13. PAYMENTS TO THE BIDDERS

A. Lump Sum Remuneration

The Selected Bidder's total remuneration shall not exceed the financial Bid and shall be a fixed lump sum including all costs and all other costs incurred by the Selected Bidder in carrying out the Services as per RFP and this Agreement.

B. Terms and Conditions of Payment

Payments will be made to the account of the Selected Bidder within 15 working days of receipt of the invoice on monthly basis. The payments shall be made to the Selected Bidder subject to satisfactory report from the concerned officials of respective office where the concerned Architect is deployed. HUD shall not be liable to make any payment to the Architects Deployed by the Selected Bidder.

14. DISPUTE RESOLUTION

- a) Any dispute and or difference arising out of or relating to this Agreement will be resolved through joint discussion of the authorized representatives of the concerned parties within 30 days from the issuance of notice of dispute by either party.
- b) If the disputes are not resolved by joint discussions, then the matter shall be referred Arbitration by to the Sole Arbitrator to be appointed by the mutual consent of the Parties as per the provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time.
- c) The award given by the Arbitrator shall be final and binding on both the parties.
- d) The fee and other charges payable to the Sole Arbitrator will be shared equally by Parties.

15. FORCE MAJEURE

A. Force Majeure:

- (a) The Selected Bidder shall not be liable for forfeiture of its Performance Security, damages, or termination for default if and to the extent that its failure to perform the obligations under the Agreement is the result of an event of Force Majeure.
- (b) For purposes of this Clause, "Force Majeure" means an exceptional event or circumstance:
 - i. which is beyond a Party's control,
 - ii. which such Party could not reasonably have provided against before entering into an Agreement,
 - iii. which, having arisen, such Party could not reasonably have avoided or overcome, and
 - iv. Which is not substantially attributable to the other Party.
- (c) Force Majeure may include, but is not limited to, exceptional events or circumstances of the kind listed below, so long as conditions (i) to (iv) above are satisfied:

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- i. war, hostilities (whether war be declared or not), invasion, act of foreign enemies,
- ii. rebellion, terrorism, sabotage by persons other than the Contractor's Architects, revolution, insurrection, military or usurped power, or civil war,
- iii. riot, commotion, disorder, strike or lockout by persons other than the Selected Bidders' employees,
- iv. munitions of war, explosive materials, ionizing radiation or contamination by radio-activity, except as may be attributable to the Contractor's use of such munitions, explosives, radiation or radio-activity, critical health or environmental emergencies such as a pandemic and
- v. Natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity.

(d) If a Force Majeure situation arises, the Selected Bidder shall promptly notify the HUD in writing of such condition and the cause thereof. Unless otherwise directed by the HUD in writing, the Selected Bidder shall continue to perform its obligations under the Agreement as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

B. No Breach of Agreement

The failure of a Party to fulfill any of its obligations under the Agreement shall not 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:

- a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Agreement, and
- b) Has informed the other Party as soon as possible about the occurrence of such an event.

If, as the result of Force Majeure, the either party is unable to perform a material portion of the Services for a continuous period of not less than sixty (60) days, either party may in its discretion terminate this Agreement by issuing a Termination Notice to the other Party without being liable in any manner whatsoever, upon issue of such Termination Notice, this Agreement shall, notwithstanding anything to the contrary contained herein, stand terminated forthwith; provided that before issuing such Termination Notice, the Party intending to issue the Termination Notice shall inform the other Party of such intention and grant 15 (fifteen) days' time to make a representation, and may after the expiry of such 15 (fifteen) days period, whether or not it is in receipt of such representation, in its sole discretion issue the Termination Notice.

15. CHANGE IN THE APPLICABLE LAW

If, after the date of this Agreement, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of services rendered by the Selected Bidder, then the remuneration and reimbursable expenses otherwise payable

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to the Selected Bidder under this Agreement shall be increased or decreased accordingly and corresponding adjustments shall be made to the ceiling amounts.

16. INTELLECTUAL PROPERTY RIGHTS

The documents and software submitted for scrutiny to the Architects shall become and remain the property of the HUD, and the Selected Bidder shall, not later than upon termination or expiration of this Agreement, deliver all such documents and software to the HUD, together with a detailed inventory thereof.

17. NOTICES

Any notice, request or consent made pursuant to this Agreement shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail to such Party at the address specified in this Agreement.

18. CONFIDENTIALITY

The Bidders, and the Architects of either of them shall not, either during the term or within two (2) years after the expiration of this Agreement, disclose any proprietary or confidential information relating to the Project, the Services, this Agreement, or the HUD's business or operations without the prior written consent of the HUD.

19. AUTHORIZED REPRESENTATIVES

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by the HUD or the Selected Bidder may be taken or executed by the authorized representatives.

20. TAXES AND DUTIES

Unless otherwise specified in the Agreement, the Selected Bidder shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Agreement Price.

21. GOVERNING LAW AND JURISDICTION

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

22. LANGUAGE

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

23. FEE AND OTHER CHARGES

Any charges or other fees, Taxes, Cess or levies of any kind whatsoever pertaining to the execution of this Agreement shall be borne by the Selected Bidder.

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24. COUNTERPARTS

This Agreement may be executed in two counterparts, each of which, when executed and delivered, shall constitute an original of this Agreement.

()

Selected Bidder

()

Department of Housing and Urban Development (HUD)

Witnessed by:

1. _____

2. _____

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APPENDIX I

FORM FOR PERFORMANCE GUARANTEE

(To be stamped in accordance with Stamp Act if any, of the country for issuing bank)

The Principal Secretary,
Department of Housing & Urban Development (HUD),
PUDA Bhawan, Sector-62,
SAS Nagar, Mohali.

WHEREAS:

- (A) _____ (the “Selected Bidder”) and _____, Department of Housing & Urban Development, Punjab (the “HUD”) have entered into an Agreement dated _____ (the “Agreement”) whereby the HUD has agreed to take services from Selected Bidder subject to and in accordance with the provisions of the Agreement.
- (B) The Agreement requires the **Selected Bidder** to furnish a Performance Security to the HUD in a sum of Rs. _____ (Rupees _____ only) (the “**Guarantee Amount**”) as security for due and faithful performance of its obligations, under and in accordance with the Agreement, during the Agreement Period (as defined in the Agreement).
- (C) We, _____ through our Branch at _____ (the “**Bank**”) have agreed to furnish this Bank Guarantee by way of Performance Security.

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Bank hereby unconditionally and irrevocably guarantees the due and faithful performance of the **Selected Bidder** obligations during the Agreement Period, under and in accordance with the Agreement, and agrees and undertakes to pay to the HUD, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the **Selected Bidder**, such sum or sums up to an aggregate sum of the Guarantee Amount as the HUD shall claim, without the HUD being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.
2. A letter from the HUD, under the hand of an Officer not below the rank of _____ that the **Selected Bidder** has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that the HUD shall be the sole judge as to whether the **Selected Bidder** is in default in due and faithful performance of its obligations during the Agreement Period under the

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Agreement and its decision that the **Selected Bidder** is in default shall be final, and binding on the Bank, notwithstanding any differences between the HUD and the **Selected Bidder**, or any dispute between them pending before any court, tribunal, arbitrators or any other HUD or body, or by the discharge of the **Selected Bidder** for any reason whatsoever.

3. In order to give effect to this Guarantee, the HUD shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the **Selected Bidder** and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.
4. It shall not be necessary, and the Bank hereby waives any necessity, for the HUD to proceed against the **Selected Bidder** before presenting to the Bank its demand under this Guarantee.
5. The HUD shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfilment and/ or performance of all or any of the obligations of the **Selected Bidder** contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by the HUD against the **Selected Bidder**, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the HUD, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the HUD of the liberty with reference to the matters aforesaid or by reason of time being given to the **Selected Bidder** or any other forbearance, indulgence, act or omission on the part of the HUD or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.
6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the HUD in respect of or relating to the Agreement or for the fulfilment, compliance and/or performance of all or any of the obligations of the **Selected Bidder** under the Agreement.
7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force until the Effective Date or compliance of the conditions specified in paragraph 8 below and unless a demand or claim in writing is made by the HUD on the Bank under this Guarantee, no later than 6 (six) months from the date of expiry of this Guarantee, all rights of the HUD under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.
8. The Performance Security shall cease to be in force and effect on Effective Date upon submission of Performance Security by the Selected Bidder.
9. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the HUD in writing, and declares and warrants that it has the

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power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.

10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred Branch, which shall be deemed to have been duly authorised to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the HUD that the envelope was so posted shall be conclusive.
11. This Guarantee shall come into force with immediate effect and shall remain in force and effect for the entire Agreement Period.
12. This guarantee shall also be operatable at our _____ branch at Chandigarh, from whom, confirmation regarding the issue of this guarantee or extension/ renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment there under claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.
13. The guarantor/ bank hereby confirms that it is on the SFMS (Structural Finance Messaging System) platform & shall invariably send an advice of this Bank Guarantee to the designated bank of HUD. The details are as following:

1.	Name of Beneficiary	
2.	Name of Bank	
3.	Address of Bank Branch	
4.	Account No.	
5.	IFSC Code	

Signed and sealed this day of, 20..... at

SIGNED, SEALED AND DELIVERED

For and on behalf of

The BANK by:

(Signature)

(Name)

(Designation)

(Code Number)

(Address)

NOTES:

- (i) The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.
- (ii) The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.