Renovation, Restoration & Redevelopment of Heritage Buildings and surroundings at Jabalpur.
## Table of Contents

BRIEF DESCRIPTION OF PROJECT FOR WHICH CONSULTANCY IS REQUIRED ...... 3  
DEFINITION:- ........................................................................................................... 3  
SUBMISSIONOF TENDER:- ........................................................................................... 4  
SECTION 1: INSTRUCTIONS TO BIDDERS ................................................................. 7  
SECTION 2: ELIGIBILITY AND QUALIFICATION REQUIREMENTS ............................. 12  
SECTION 3: EVALUATION ............................................................................................ 14  
PRE QUALIFICATION ELIGIBILITY ................................................................. Error! Bookmark not defined.  
Proposal Evaluation: .................................................................................................. 15  
SCORING METHODOLOGY: TECHNICAL PROPOSAL ............................................. 17  
SECTION 4: SCOPE OF WORK ................................................................................. 19  
GENERAL .................................................................................................................... 19  
THE CONSULTANT’S SERVICES- .............................................................................. 19  
CONCEPT DESIGN [STAGE 1]: ................................................................................. 20  
PRELIMINARY DESIGN AND DRAWINGS [STAGE 2]: ........................................... 20  
DRAWINGS FOR CLIENT’S/STATUTORY APPROVALS [STAGE 3]: ......................... 20  
WORKING DRAWINGS AND TENDER DOCUMENTS [STAGE 4]: ......................... 21  
APPOINTMENT OF CONTRACTORS [STAGE 5]: .................................................... 21  
CONSTRUCTION [STAGE 6]: ...................................................................................... 21  
COMPLETION [STAGE 7]: .......................................................................................... 22  
THE DEPARTMENTS RESPONSIBILITIES .................................................................... 23  
OWNERSHIP OF ALL PROJECT DOCUMENTS ......................................................... 24  
RECORD DOCUMENTS: ............................................................................................. 24  
TERMS OF REFERENCE .............................................................................................. 24  
CONSTRUCTION PHASE ............................................................................................. 25
<table>
<thead>
<tr>
<th>Annexure</th>
<th>Details</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>– I</td>
<td>STRUCTURE AND ORGANISATION</td>
<td>31</td>
</tr>
<tr>
<td>– II</td>
<td>KEY PERSONNEL</td>
<td>32</td>
</tr>
<tr>
<td>– III</td>
<td>Details of similar important works completed as per the guidelines of archeology till date</td>
<td>33</td>
</tr>
<tr>
<td>– IV</td>
<td>Details of similar works in hand and performance till date of submission of bid documents</td>
<td>34</td>
</tr>
<tr>
<td>– V</td>
<td>General Approach and Methodology</td>
<td>35</td>
</tr>
<tr>
<td>– VI</td>
<td>FINANCIAL STATEMENT</td>
<td>36</td>
</tr>
<tr>
<td>– VII</td>
<td>COVERING LETTER</td>
<td>37</td>
</tr>
<tr>
<td>– VIII</td>
<td>INFORMATION REGARDING CURRENT LITIGATION</td>
<td>38</td>
</tr>
<tr>
<td>– IX</td>
<td>ADDITIONAL INFORMATION</td>
<td>39</td>
</tr>
<tr>
<td>– X</td>
<td>MEMORANDUM OF UNDERSTANDING (M.O.U.)</td>
<td>40</td>
</tr>
<tr>
<td>– XI</td>
<td>Draft Consultancy Agreement</td>
<td>41</td>
</tr>
</tbody>
</table>
1. INTRODUCTION

1.1. BRIEF DESCRIPTION OF PROJECT FOR WHICH CONSULTANCY IS REQUIRED

1.1.1. Jabalpur Smart City Limited intends to preserve the Identified Heritage properties which are functional and their surroundings. The properties identified are Town Hall, Municipal Corporation Building, Anujuman Islamiya School, Gokuldas Dharamshala, Kamaniya Gate, Ghanta Ghar and Sangram Sagar. The work for which tender is invited, comprises of repairs/ restoration and reconstruction by reassembling these Heritage Properties. The project involves careful repairs/reassembling, strengthening of woodwork, lime mortar work, adaptive reuse, landscape, electrical, plumbing etc. all relevant works required to restore the heritage properties to its complete glory with activities. Planning of Demolition work including sorting of usable material in coordination with Archeology Department of Madhya Pradesh, if required

1.1.2. The work involves site visits, preparation of accurate measured drawings with structural details once the site is safe and cleared of debris. Followed by a fabric status report which will highlight the conservation and reconstruction approaches, the proposal drawings for adaptive reuse with broad estimates. Once these are approved then working drawing and tender needs to be floated and work needs to be monitored from specialized agencies/skilled worker in such work.

1.2. DEFINITION:-

- The "Contract" means the documents forming the Notice inviting Tenders and tender documents submitted by the tenderer and the acceptance thereof including the formal agreement executed between the Executive Director, Jabalpur Smart City Limited (JSCL), Jabalpur, Office of the Jabalpur Smart City Limited, Jabalpur and the contractor.

- In the contract the following expressions shall unless otherwise required by the context, have the meaning, hereby respectively assigned to them:-

- The expression "works" or "work" shall, unless otherwise mean something either in the subject or context repugnant to such construction, be construed and taken to
mean the works or by virtue of the contract construed to be executed whether temporary or permanent, and whether original, altered, substituted or additional.

- The “Sites / site” shall mean the Identified Heritage Sites and its surroundings in and out.
- The “Executive Director” means the Executive Director, Jabalpur Smart City Limited (JSCL), and its successors in Office. Who is also the “client” also referred to as
- The term "site Engineer (Project) / Project officer" would refer to Project officer in charge of the site on behalf of the committee.
- The term "Committee" would refer to the “Technical advisory and monitoring committee” constituted by the Executive Director, chaired by the CEO JSCL to advise and monitor the works entrusted.
- The term "Engineer-in-Charge / Engineer" would refer to Project officer in charge of the site on behalf of the committee to certify interim and final certificates and bills.
- “S.O.R.” Shall refer to M.P. PWD and CPWD SOR with up to date amendments. This will be used for all ordinary civil and other works. For specialized works, item rate tenders can be used or work can be executed with skilled craftsmen on daily basis if the need arises.
- Note: - "Words" imparting the singular number include plural number and vice versa.
- The term “consultant” / “Architect” shall be the project architects appointed for the project.
- “The contractor” would mean the firm / Tender finalized by the committee to execute the contrast.
- “The Tender” would mean the Firm / Individual Appling for the N.I.T.
- The term department would mean the Jabalpur Smart City Limited, Jabalpur.

1.3. SUBMISSION OF TENDER:-

The Tender document in prescribed forms duly completed and signed shall be submitted with this offer with Technical proposal Envelope-A and Financial bids Envelope-B as per key dates mentioned in tender document in sealed covers and “Technical proposal and financial bid.
Documents submitted in connection with the Technical proposal will be treated as confidential and will not be returned. Over-Writing should be avoided, correction if any, shall be made by crossing out, initialing, dating and rewriting.

References / information and certificates from the respective clients certifying suitability, technical Know-how or capability of the applicant should be signed by the client.

The applicant is advised to attach any additional information, which he thinks fit and necessary in regard to his capability. No further information will be entertained after opening the tender document, unless the Executive Director, JSCL Jabalpur, calls for it.

The cost incurred by the applicant in preparing the post-qualification information, in preparing clarification or attending the discussions, conferences in connection with this document will be borne by the applicant and the Employer will in no case be responsible or liable for these costs, regardless of the conduct of the outcome of the post-qualification process.

<table>
<thead>
<tr>
<th>Structure organization</th>
<th>Annexure- I</th>
</tr>
</thead>
<tbody>
<tr>
<td>Key personnel</td>
<td>Annexure- II</td>
</tr>
<tr>
<td>Works completed</td>
<td>Annexure- III</td>
</tr>
<tr>
<td>Works in hand</td>
<td>Annexure- IV</td>
</tr>
<tr>
<td>Methodology</td>
<td>Annexure – V</td>
</tr>
<tr>
<td>Financial statement</td>
<td>Annexure – VI</td>
</tr>
<tr>
<td>Additional information</td>
<td>Annexure – VII</td>
</tr>
<tr>
<td>Covering Letter</td>
<td>Annexure – IX</td>
</tr>
</tbody>
</table>

**Forms for Technical Proposal –See Annexure – I to IX**

All information requested should be furnished in the enclosed forms against the respective columns in the forms. If the information is furnished in a separate document, reference to the same should be given against respective columns. If information is ‘NIL’; it should also be mentioned as ‘NIL; or ‘No such case’, If any particulars / query is not applicable in case of the applicant, it should be stated as ‘Not Applicable’. However, the applicants are cautioned that giving incomplete information in the prescribed forms or not giving it in clear terms or making any change in the prescribed forms may result in the applicant being summarily disqualified. Request made by telegram or by fax and those received after due date shall not be considered.
The information in the prescribed forms (Annexure – 1 to IX) should be type written. The applicant’s name should appear on each page of the Technical Proposal.

1.4. METHOD OF APPLYING

If the application is made by the individual/ or by a “Consortium”, the individual / consortium shall sign it above with his full typewritten name and current address shall sign it.

If the application is made by a proprietary firm, it shall be signed by the proprietor above his full typewritten named and the full name of his firm with its current address.

If a firm is in partnership makes the application, all the partners of the firm above their full written name and current addresses shall sign it or alternatively by a partner holding power of attorney for signing the post-qualification document, in which case, a certified copy of power of attorney shall be enclosed with the post-qualification document. A certified copy of partnership deed and current address of all the partners of the firms shall also be enclosed with the prequalification document.

If it’s a consortium then an agreement/undertaking between the two or more parties should be submitted. If a Company or a corporation makes the application, a duly authorized person shall sign it. The application submitted by a joint venture of two or more firms as partners shall Company with the following requirements:

One of the partners shall be nominated, as submitting a power of attorney signed by legally authorized signatures of all the partners shall evidence being in charge and this authorization. Detailed information and satisfactory evidence pertaining to the participation of the applicant in the post-qualification (in Performa given in Annexure –I) shall be furnished along with the post-qualification document and this should be acceptable to the Executive Director, JSCL, Jabalpur.

1.5. OPENING OF APPLICATION

The Post-qualification documents will be opened at Jabalpur as mentioned in tender document by the technical committee in the presence of the representatives of applicants, who choose to be present.

1.6. FINAL DECISION MAKING AUTHORITY

The Technical committee constituted by the Executive Director, JSCL will scrutinize the applications and reserves the right to recommend for enlisting of the applicant or for rejecting any of the Post-qualification documents without assigning any reasons thereof.
1.7. PARTICULARS PROVISIONAL

The particulars of the proposed work given are provisional and must be considered only as advance information to assist the applicant.

1.8. INSTRUCTIONS TO BIDDERS

1.8.1. The Proposal would be evaluated on the basis of the evaluation criteria set out in this RFP document in order to identify the successful bidder (“Successful Bidder”). The Successful Bidder is required to enter into a Consultancy Agreement with JSCL, Jabalpur and the draft of the same is set out in tender document. The fees shall be paid to the Successful Bidder by JSCL, Jabalpur in the manner as set out in the Draft Consultancy Agreement.

1.8.2. JSCL intends to adopt a single stage bidding process for selection of Consultant for the Assignment. The scope of services is set out in RFP.

1.8.3. The Proposals received from eligible Consultants shall be evaluated on the basis of the criteria set out in this RFP document. Each Bidder shall submit a maximum of one (1) Proposal for the Assignment, in response to this RFP document. Any Bidder who submits more than one Proposal for the Assignment shall be disqualified.

1.8.4. At any time prior to the Proposed Due Date, JSCL may, for any reason, whether at its own initiative or in response to clarifications requested by any Bidder, modify the RFP document by the issuance of Addendum.

1.8.5. The Proposal shall remain valid for a period not less than 120 days from the Proposal Due Date (Proposal Validity Period). JSCL reserves the right to reject any Proposal, which does not meet this requirement.

1.8.6. A prospective Bidder requiring any clarification on the RFP document may notify JSCL in writing to the address as specified in RFP. The Bidders should send in their queries to address mentioned in the RFP latest by the Last Date for Receiving Queries mentioned in the tender document. JSCL, may, on its own discretion, forward its responses to all Bidders and would include a description of the enquiry without identifying its source at its sole discretion.

1.9. Format and Signing of Proposal

1.9.1. The Bidder would provide all the information as per this RFP document. JSCL would evaluate only those Proposals that are received in the required format.
and are complete in all respects. Each Proposal shall comprise the following:

A. Part I Submission

a. Covering letter
b. Details of the Bidder
c. Power of Attorney, authorizing the signatory of the Proposal to commit the Bidder.
d. Technical Proposal comprising
   i. Project Data Sheets, with supporting proof
   ii. Approach to the study and methodology
   iii. Curriculum Vitae of persons who would be working on the Assignment

B. Part II Submission

Financial proposal in the format as set out in RFP. The Financial Proposal of the Bidder shall be lump-sum fee which the Bidder proposes to charge for undertaking the Assignment. The Financial Proposal is including all out pocket expenses incurred by the bidder towards travel, documentation and communication. The Financial Proposal shall not include Service Tax, which shall be payable extra, as per the current norms. The terms of payment are set out in the RFP and Draft Consultancy Agreement

1.9.2. The Bidder shall seal the Part I Submission and the Part II Submission separately in two Envelopes, duly marking the Envelopes as “PART I SUBMISSION” and “PART II SUBMISSION”. These Envelopes shall then be sealed in a single outer Envelope.

1.9.3. The Bidder shall prepare (1) one original and (1) duplicate copy of the Proposal, clearly marked “ORIGINAL” and “DUPLICATE” respectively. In the event of any discrepancy between the original and the duplicate, the original shall prevail.

1.9.4. The Proposal, both the original and the duplicate shall be typed or written in indelible ink and each page shall be initialed by an authorized signatory of the Bidder. All the alterations, omissions, additions, or any other amendments made to the Proposal shall also is initialed by the person(s) signing the Proposal.

1.10. Sealing and Marking of Proposal

1.10.1. The Bidder shall seal the original and duplicate of the Proposal in separate Envelopes, duly marking the Envelopes as “ORIGINAL” and “DUPLICATE”. The Envelopes shall then be sealed in a single outer Envelope.

1.10.2. Each of the Envelopes, both outer and inner, must be super scribed with the
following information:

a. Name and Address of Bidder
b. Contact person and phone numbers
c. Tenders for the renovation, restoration & redevelopment of Heritage Buildings and its surroundings at Jabalpur

1.10.3. All Envelopes shall be addressed to:

[Address] Executive Director,  
Office of the Jabalpur Smart City Limited,  
Manas Bhawan, Wright Town  
Jabalpur, 482002

1.10.4. If the Envelope is not sealed and marked as instructed above, JSCL Jabalpur assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted and such Proposal may, at the sole discretion of JSCL, Jabalpur.

1.10.5. The Bidder is expected to examine carefully the contents of all the documents provided. Failure to comply with the requirements of RFP shall be at the Bidder’s own risk.

1.10.6. It shall be deemed that prior to the submission of the Proposal, the Bidder has:
   a. Made a complete and careful examination of site condition, existing structure terms and conditions/requirements, and other information as set forth in this RFP document;
   b. received all such relevant information as it has requested from JSCL, Jabalpur; and
   c. Made a complete and careful examination of the various aspects of the Project. Made a detailed site visit of proposed project.

1.10.7. JSCL shall not be liable for any mistake or error or neglect by the Bidder in respect of the above.
1.11. Proposal Due Date

<table>
<thead>
<tr>
<th>Pre Bid Meeting</th>
<th>30/03/2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Last date of purchase of Tender Document</td>
<td>05/04/2017</td>
</tr>
<tr>
<td>Last date of submission of document online</td>
<td>09/04/2017</td>
</tr>
<tr>
<td>Last date of submission of document Hardcopy</td>
<td>14/04/2017 Before 05:30 Pm</td>
</tr>
<tr>
<td>Date of opening of Technical Bid</td>
<td>17/04/2017</td>
</tr>
<tr>
<td>Date of opening of Financial Bid</td>
<td>20/04/2017</td>
</tr>
<tr>
<td>Tender Document Cost</td>
<td>Rs. 5000.00</td>
</tr>
<tr>
<td>Earnest Money Deposit</td>
<td>Rs. 40,000.00</td>
</tr>
</tbody>
</table>

1.11.1. Proposals should be submitted before Proposal Due Date as indicated in the Schedule of Bidding Process, at the address provided in RFP, in the manner and form as detailed in this RFP document. Proposals submitted by either facsimile transmission or telex will not be accepted.

1.11.2. JSCL, Jabalpur may, in exceptional circumstances, and at its sole discretion, extend the above Proposal Due Date by issuing an Addendum.

1.12. Opening of Proposals and Clarifications

1.12.1. JSCL, Jabalpur would open the Part I Submission of the Proposals on Due Date as mentioned in the Section 1. Schedule of Bidding Process for the purpose of evaluation. The Part II Submission of the shortlisted Bidders shall be opened after intimation of the date, time and venue of such opening.

1.12.2. JSCL, Jabalpur reserves the right to reject any Proposal not submitted on time and which does not contain the information/documents as set out in this RFP document.

1.12.3. To facilitate evaluation of Proposals, JSCL, Jabalpur may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Proposal.

1.13. Evaluation

1.13.1. The criteria for eligibility, qualification, evaluation and selection of Bidders are set out in Section 3.

1.13.2. As part of the evaluation, the Part I Submission shall be checked for responsiveness with the requirements of the RFP and only those Proposals which are found to be responsive would be further evaluated in accordance with the criteria set out in this RFP document.

1.13.3. The Part I Submission would be considered to be responsive if it meets the following conditions:
a. It is received / deemed to be received by the Proposal Due Date including any extension thereof.
b. It is signed, sealed and marked as stipulated in RFP
c. It contains information in formats specified in this RFP.
d. It mentions the validity period as set out in RFP.
e. It provides information in reasonable detail. (“Reasonable Detail” means that, but for minor deviations, the information can be reviewed and evaluated by JSCL without communication with the Bidder). JSCL, Jabalpur reserves the right to determine whether the information has been provided in reasonable detail.

1.13.4. The responsive Proposals shall be evaluated as per the criteria set out in Section 3.

1.13.5. Quality cum Cost Based Selection method shall be adopted for selection of Consultant for the Assignment, as described in this RFP document. The Bidder obtaining the highest composite score would be declared as the Preferred Bidder. JSCL may accept the Proposal of the Preferred Bidder with or without negotiations.

1.13.6. In case there are two or more Bidders obtaining the Highest score JSCL, may in such case call all such Bidders for negotiations and select the Preferred Bidder on the outcome of the negotiations. The selection in such cases shall be at the sole discretion of JSCL, Jabalpur.

1.13.7. JSCL, Jabalpur reserves the right to reject any Proposal, if:
   a. At any time, a material misrepresentation is made or discovered; or
   b. The Bidder does not respond promptly and diligently to requests for supplement all information required for the evaluation of the Proposal.

1.13.8. In the event of acceptance of the Proposal of the Preferred Bidder with or without negotiations, JSCL, Jabalpur shall declare the Preferred Bidder as the Successful Bidder. JSCL, Jabalpur will notify the Successful Bidder through a Letter of Acceptance (LoA) that its Proposal has been accepted.

1.13.9. The Successful Bidder(s) shall execute the Consultancy Agreement within one week of the issue of LoA or within such further time as JSCL may agree to in its sole discretion.

1.13.10. Notwithstanding anything contained in this RFP, JSCL, Jabalpur reserves the right to accept or reject any Proposal, or to annul the bidding process or reject all Proposals, at any time without any liability or any obligation for such rejection or annulment.
SECTION 2

2. ELIGIBILITY AND QUALIFICATION REQUIREMENTS

2.1. ELIGIBILITY CRITERIA

2.1.1. To be eligible, the applicant shall provide satisfactory evidence to the department of their eligibility and their capability and adequacy of the resources to carry out the contract effectively.

2.1.2. The consultant shall associate Conservation Architect to execute this Conservation and adaptive reuse by restoration and redevelopment work of various Heritage Sites. Conservation Architect should have experience of at least 3 similar natures of work costing Rs. 2.0 crs. In such case, Consultant will act as lead partner and conservation architect shall act as associate consultant. A mutual agreement on Rs 100/- stamp paper regarding his association with Conservation Architect shall be submitted along with technical bid, clearly mentioning the scope of work, terms of payment etc. of Conservation Architect.

2.1.3. All applications shall include the following information:-

Instructions to Tenderer (s)

i. The Tenderer is expected to submit his offer with, Technical proposal and financial bid. The financial bid shall be in the form lump sum amount.

ii. The technical proposal should demonstrate the applicant's knowledge of the project requirements, understanding of the requisite, tests set forth in the scope of work, terms and references and capability to carry them out. Provision of the requested information in full must be set forth in the following sequence:-

i. Background of organization and experience of the firm for the purpose of providing the services for this project – Annexure - I.

ii. Key personnel- Name, age, background, and professional experience of the personnel to be assigned for the project in Annexure -II.

iii. (a) A list of works of similar nature – carried out on heritage monuments in the past is to be submitted along with supporting photographs. Annexure-III

iv. A list of similar works in hand along with no of approved DPR which have not been executed by consultant in Annexures-IV.
v. General approach of methodology that the applicant proposes for carrying out the services for different phases is to be given in formats as per Annexures-V.

vi. Financial statement & annual turnover of last 3 Year in Annexures-VI.

vii. Covering Letter Annexures-VII

viii. List of litigation in Annexures-VIII.

ix. The applicant may also give a brief note indicating how the applicant considers himself as eligible for prequalification for the work in Annexures-IX.

x. MOM Annexure –X.
SECTION 3

3. EVALUATION OF PROPOSAL

3.1. GENERAL

3.1.1. The Consultant which fulfilled the following qualification criteria should be considered eligible consultant. Failure to comply with pre qualifications Criteria’s shall render the consultant in-eligible. The financial proposal of ineligible consultants shall not be considered and shall be unopened.

a. It should be a reputed and experienced firm of Consulting Architects having at least 7 years standing with an experienced qualified conservation professional in its team
b. In case of a firm or company the Principal of the firm/Company shall be a Conservation Architect and Member of Council of Architecture.
c. The Firm should submit details of an average annual turnover in the last 3 financial years. (Copy of P & L accounts/ balance sheet for last three years clearly indicating distribution has to be furnished.)
d. They should have satisfactorily given consultancy services for at least three completed project of similar nature of heritage works costing Rs. 2.5 Crs in last 5 years.

e. The project cost means the cost of project and does not mean the consultancy charges claimed for the project for which they have imparted their services.
f. Similar nature works means consultancy for restoration, conservation and adaptive re-use of heritage properties such as historical buildings, structures, forts etc. Certified documents, in support of this must be submitted (completion Certificate / work orders from the Client for the same shall be included in the Bid as Supporting Documents).
g. They should have adequate organizational structure / associates comprising of qualified conservation architects/ architects, engineers, specialists like civil, structural, plumbing, electrical, landscape etc., other technical officers and staff to designing work to execute the work of such nature and magnitude.
h. They should furnish plans / drawings / photographs and salient features of major jobs handled by them now and in the recent past along with cost, time period, name and address of clients etc.
i. They should be fully aware of various guidelines, systems and procedures issued by Central Vigilance Commission, Archeology department, local building bye-laws, Applicable Bhumi Vikas Adhinium and Town and country planning norms, IS Code and relevant manuals etc. for execution of such major projects.
j. The Bidder should not be black listed by any Central/State Govt.
Institution. An undertaking (self-certificate) that the Bidder hasn’t been blacklisted by a Central/State Govt. Institution must be submitted.

k. Subcontracting/Outsourcing shall not be allowed without the consent of the Executive Director.

All the above qualifications should be supporting by the relevant documents, failure on which, the Bidder will deemed to be in-eligible.

3.2. Proposal Evaluation:

i) The Outer Envelope and Envelope 1 & 2 shall be opened by the ED or any officer authorized by him after the bid due time on the Proposal Due Date in the presence of the Bidders who choose to attend.

ii) Envelope “A” shall be opened first online at the time and date notified and its contents shall be checked. In cases where Envelope “A” does not contain all requisite documents, such bid shall be treated as non-responsive, and Envelope B and / or C of such bid shall not be opened.

iii) Wherever Envelope ‘B’ (Technical Bid) is required to be submitted, the same shall be opened online at the time and date notified. The bidder shall have freedom to witness opening of the Envelope ‘B’

iv) The Technical Proposal would be evaluated on the various aspects set out in this Section. As part of the evaluation of the Technical Proposal, JSCL, Jabalpur may also request the Bidder to submit clarifications.

v) The Envelope “C” Submission shall be opened for evaluation of those bidders who achieve a minimum score of 60 marks out of a total 100. The evaluation of the Part II Submission would be taken up only after the contents of the Technical Proposal are found to meet the requirements of this RFP. JSCL, Jabalpur reserves the right to reject the Proposal of a Bidder without opening the Part II Submission if, in its opinion, the contents of Part I Submission are not substantially responsive with the requirements of this RFP.

vi) Envelope ‘C’ (Financial Bid) shall be opened online at the time and date notified. The bidder shall have freedom to witness opening of the Envelope ‘C’

vii) After opening Envelope ‘C’ all responsive bids shall be compared to determine the lowest evaluated bid.

- The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all the bids at any time prior to contract award, without incurring any liability. In all such cases reasons shall be recorded.
- The employer reserves the right of accepting the bid for the whole work or for a distinct part of it.

3.3. CONTENTS OF TECHNICAL PROPOSAL

i. Details of Team: Bidders must include the following key professionals in the Team:
Renovation, Restoration & Redevelopment of Heritage Buildings and surroundings at Jabalpur.

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Position</th>
<th>Experience</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Principal Architect</td>
<td>M.Arch (Conservation Architecture) shall be a Registered with Council of Architecture. At least 7 years of experience: Should have worked on at least 1 project of cost minimum 7 Cr in last 5 years or 2 projects each of cost minimum 4 Cr in last 5 years or 3 projects each of cost minimum 2.5 Cr in last 5 years</td>
</tr>
<tr>
<td>2</td>
<td>Structural Engineer</td>
<td>Should be an M.E./M.Tech. In Structure with minimum 7 years of experience.</td>
</tr>
<tr>
<td>3</td>
<td>Architect</td>
<td>Registered with Council of Architecture. At least 7 years of experience.</td>
</tr>
<tr>
<td>4</td>
<td>Landscape Architect</td>
<td>M. Arch (Landscape Architecture) shall be a Registered with Council of Architecture. At least 5 years of experience.</td>
</tr>
<tr>
<td>5</td>
<td>Electrical Engineer</td>
<td>B.E/B.Tech. Electrical with 5 years’ experience.</td>
</tr>
<tr>
<td>6</td>
<td>Quantity surveyor</td>
<td>Should be a graduate/diploma Civil Engineer with minimum 5 years of experience in quantity survey</td>
</tr>
</tbody>
</table>

Other than the required Key personnel the Consultant should engage other architects, structural designers, HVAC consultant, Electrical consultant etc. for successful completion of the project with prior approval of JSCL.

The following conditions would apply:

a. A fulltime team (consisting of An Architect & a Civil Engineer) shall be positioned at the site for the entire period of the project.

b. Conservation Architect shall be position at the site for the entire period of the project till the tender for execution is awarded.

c. Conservation Architect with others shall attend periodic site meetings and work progress review meetings as requested by JSCL & PMC appointed.

d. At least two key professional staff including the Principal Architect proposed must be employees of the Bidder.

e. Only one Curriculum Vitae (CV) may be submitted for each position and relevant experience which is similar to this Project, must be demonstrated using the formats set out in Section III and documentary evidence provided. Signed and dated CVs by the proposed key professional staff must be provided.
f. No alternative to key professional staff can be proposed

g. Maximum of two key persons listed above can be replaced during the tenure of the assignment with equivalent or higher qualification and experience with prior permission from the Authority. Any change in more than two of the key persons during the tenure of the assignment would attract an one-time penalty of 1% of the professional fees for the assignment for each such change.

h. It is to be noted that in any case, Principal Architect of the Project cannot be substitute. Only completed project experience would be considered for evaluation.

i. A good working knowledge of English is essential for key professionals.

j. The team will be supported by the entire required professional for the successful completion of the project.

Any external consultant/sub consultant will have to approve by JSCL.

3.4. SCORING METHODOLOGY: TECHNICAL PROPOSAL

i) The total maximum point for evaluation of Technical Proposal is 100 marks.

ii) This score shall be based on an assessment of the Technical Proposal of the Bidder. The Technical Proposal for each Proposal submitted by the Bidder would be assessed through rating of various parameters set out in the tender document.

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Evaluation Criteria</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Background of organization and experience of the firm for the purpose of providing the services for this project.</td>
<td>10</td>
</tr>
<tr>
<td>B</td>
<td>Key personnel- Name, age, background, and professional experience of the personnel to be assigned for the project. Minimum requirement of Key persons is as below- Conservation Architect : 7 years’ experience and member of COA</td>
<td>30</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

|                     | 10 |
|                     | 5 |
Structural Engineer : ME (structure) 7 years’ experience
5

Electrical engineer : BE( Elect) 7 years’ experience
5

Landscape Architect: 5 years’ experience
5

| C | (a) A list of works of similar nature – carried out on heritage monuments in the past is to be submitted along with supporting photographs. | 25 |
|   | (b) Recipient of prestigious awards such as, UNESCO or any other prestigious awards. | 5 |

| D | General approach of methodology that the applicant proposes for carrying out the services for different phases. | 20 |

| E | Financial statement & annual turnover of last 3 Year. | 10 |

**Total** | 100 |

The Bidder shall mention clearly the team members to be committed to the Assignment. The Bidder shall provide CVs of only the proposed team members and CVs of only those team members would be evaluated.

The score (Pe) for Technical Proposal would be the arithmetic sum of the marks assigned to the Bidders under each of the parameters listed in RFP.

The Bidder is required to achieve a minimum score of 60 marks (Benchmark Score).

The Financial Proposals of only Proposals that have achieved the Benchmark Score will be opened for evaluation (Stage III evaluation).

**EVALUATION PROCESS**

- The Financial Proposals of the Bidders who qualify in Stage II Evaluation shall be opened.
- After opening Envelope ‘C’ all responsive bids shall be compared to determine the lowest evaluated bid.
- The Bidder obtaining the Lowest Financial Score would be declared as the Preferred Bidder.
SECTION 4

4. SCOPE OF WORK

4.1. GENERAL

The scope of services includes: Survey, measured drawing, "Planning, Architectural designing, Structural designs & working drawings necessary for the appropriate conservation by reconstruction, restoration of the various Heritage Sites in compliance with the accepted national and international rules/principles, and the Reconstruction, strengthening of the surrounding areas of the monument to enhance the character of the heritage building, including physical survey, preparation of existing measured drawings (if required), collection of required data (if any) from Archeology or concerning departments, Preparation of careful dismantling for reuse unsafe area, if required including sorting of usable and salvageable material in coordination with Archeology department (if essential), preparation of detailed estimates of quantities and costs, item rate tenders, tender documents for tendering by prospective contractors giving necessary guidance and explaining the drawings to the construction contractor.

4.2. THE CONSULTANT’S SERVICES-

This Consultancy service shall include preparation of DPR including dismantling of unsafe or dilapidated area demolition planning, Planning for renovation, designing & detailing of architectural, Structural, Electrical and allied services, Interiors, Bid Process Management of the proposed project etc. required to complete the work successfully.

Allied fields of the consultancy shall include the following –

i) Taking Client’s instructions and preparation of design brief.

ii) Site evaluation, analysis and impact of existing and/or proposed development on its immediate environs.

iii) Design and site development drawings.

The Consultant is required to prepare full DPR of conservation, restoration and rehabilitation of the Heritage Properties as per the field requirements. In preparation of DPR the estimated cost as mentioned in this document will not be a constraint and phase wise development (conservation by reconstruction, restoration, strengthening etc.), can be proposed in the DPR after taking instructions from Executive Director, JSCL and the client.

The Consultant’s Basic Services shall consist of the works identified above for restoration & conservation ensuring the compliance of rules of archeology dept. as per the schedule
of services given as under.

The Consultant shall, after taking instructions from the Client, render the following services: Submit planning to prop up all the unsafe area with the help of structural engineer and according to planning consultant shall submit proposal for appointment of contractor to execute dismantling, assembly of salvage in one place and disposal of debris etc. work so that site can be cleared for measurements etc. works. Consultant shall prepare complete measured drawings of the structure, site, open spaces, trees, drains, levels etc. with constructional details if possible. The measures drawings should have plans elevations, sections, sectional elevations, (1:100 scale or 1/8”=1’) and detail drawings to an agreed scale.

**Stage Ia**: Fabric status report which shall spell the conservation approach of what’s to be retained, what’s to be salvaged and reused and what’s to be reconstructed and how.

### 4.3. CONCEPT DESIGN [STAGE 1]:

Ascertain Client’s requirements, conduct field Survey, prepare dismantling plan demolition plan, sorting of material in coordination with archeology department, examine site constraints & potential; and prepare a concept plan with design brief as per norms for Client’s approval.

Prepare report on site evaluation, state of conservation of existing buildings identifying the factor affecting the property, if any; and analysis and impact of existing and/or proposed development on its immediate environs. To provide a site plan, to a suitable scale, showing boundaries, contours at suitable intervals, existing physical features including any existing roads, paths, trees, existing structures, existing service and utility lines, ongoing construction etc. and such lines to which the proposed service can be connected in case such information is not readily available.

Prepare drawings and documents for the relevant conceptual design. Prepare conceptual designs with reference to requirements given and prepare rough estimate of cost on area basis.

### 4.4. PRELIMINARY DESIGN AND DRAWINGS [STAGE 2]:

Modify the conceptual designs incorporating required changes and prepare the preliminary drawings, elevation, section, sketches, views, for civil, electrical, plumbing, landscape etc. for the Client’s approval along with preliminary estimate of cost on area basis. Preparation of 3D views.

### 4.5. DRAWINGS FOR STATUTORY APPROVALS [STAGE 3]:

Prepare drawings necessary for permissions if required. However the charges for the permission drawings, liasioning with the relevant Government bodies, fees for the
permissions etc. shall be paid directly by the department. Submitting required Designs and drawings to Municipality and other local authorities and obtaining their approval if required. Structural and allied services design shall be certified from the Govt. Engineering College.

4.6. WORKING DRAWINGS & TENDER DOCUMENTS [STAGE 4]:

Preparing draft Bid document and approval of draft Bid Document preparing detailed composite tender documents after approval of draft Bid Document for various services viz., civil work and specialist services such as water supply and sanitary installations, electrical installation, landscape etc., complete with articles of agreement, special conditions, conditions of contract, specification, bill of quantities based on the respective SOR / Item Rate including detailed analysis of rates based on market rates if require, time and progress charts, etc. and assisting JSCL in finalization of Construction agencies. If essential, Specialize work can be awarded to sub agencies with the permission of the Executive Director.

Stage 4b: Prepare working drawings, specifications and schedule of quantities sufficient to prepare estimate of cost and BOQ covering aspects like mode of measurement, method of payments, quality control procedures on materials and works and other conditions of contract. Preparing for the use of the employer, 4 copies of contract documents including all drawings, specifications and other particulars

4.7. APPOINTMENT OF CONTRACTORS [STAGE 5]:

Invite, receive and analyze tenders, advise Client on appointment of specialized contractors, and skilled craftsmen

4.8. CONSTRUCTION [STAGE 6]:

- Supervision of the conservation, restoration and adaptive re-use work executed by the contractor to make sure that the contractor follows the design drawings, specifications and other technical instructions issued by the consultant, and with regard to the quality and workmanship.
- Prepare and issue additional drawings and details for proper execution of works during construction.
- Approve samples of various elements and components made by the contractor, as and when specified by the consultant.
- Check and approve shop drawings submitted by the contractor/vendors.
- To clarify any decision, offer interpretation of the drawings/specifications, attend conferences and meetings to ensure that the project proceeds generally in
accordance with the conditions of contract and keep the Client informed and render advice on actions, if required.

- The consultant shall be fully responsible for calculations, the detailed design, structural stability and evaluation of the Construction Works in order to ensure that the work at site proceeds in accordance with the contract documents/drawings. JSCL shall depute an supervision quality control agency to supervise of work on site and who shall keep the office inform about the progress of work on site by proper documentation and photographs at regular interval. The consultant or his partner shall visit the site as and when required approximately once every week.

- The consultant will advise department on the Time Schedule (Bar Chart/PERT/CPM Network) prepared by the contractors for the completion of work, if required. Identify construction delay and recommend to JSCL remedial measure to expedite the progress.

- To assist in issuing Certificate of Virtual Completion of works to assist the JSCL in arriving at any cost variation and its impact on design during construction stage, related to drawing and design.

### 4.9. COMPLETION [STAGE 7]:

Check the as built drawings including services and structures as submitted by the contractor. To prepare and submit completion reports as per drawings. The Consultant shall conduct inspections with the assistance of the project officer to determine the date or dates of Substantial Completion and the date of final completion, shall receive and forward to the Owner for the Owner’s review and records written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for payment upon compliance with the requirements of the Contract Documents. On completion of the project, certify “as made “completion drawings prepared by the Contractor for architectural, structural, water supply and drainage works, electrical and other services along with a brief report on the project and relevant structural design calculations and submitting 4 copies of the same for the records of the employer.

The consultant shall assist the JSCL in all arbitration proceedings between the contractors and JSCL.

Any other services connected with the works usually and normally rendered by the architect, but not referred to herein above will also be in
Scope of work for Consultant

The consultant shall engage qualified and competent / reputed civil, structural, electrical and landscape consultants as required to assist them in the preparation of design and details of the services. The service consultants, if required, will be appointed with the approval of the JSCL. The fees payable to these consultants shall be borne by the principal consultant out of the fees received by them. The appointed consultants are however fully responsible for the design and soundness of the activities.

In addition to the above, the consultants shall advise and assist the JSCL in preparing suitable replies to the Chief Technical Examiner of Central Vigilance Commission and also in arbitration proceedings if any, in case of need.

4.10. THE DEPARTMENTS RESPONSIBILITIES

The client shall discharge all his obligations connected with the project and engagement of the Consultant as follows:

- To provide detailed requirements of the project.
- To provide a copy of property lease/ownership documents, old drawings (if available), archival images and other details etc. If required for drawings or research.
- To pay all the fees, levies, security deposits and expenses in respect of statutory sanction.
- To give effect to the professional advice of the Architect and cause no changes in the drawings and documents without the consent of the Architect.
- To appoint a project officer to coordinate construction work and other related issues with all the agencies and concerning departments.
- Any professional services to be rendered by the Architect at the instance of the Client after the agreed project completion period shall be compensated for on mutually agreed terms.
- To give a written brief on adaptive reuse, activity proposed

SPECIAL NOTES

- Basic data required for finalization of project shall be prepared in consultation with client or client’s representative. It is expected that this information shall remain firm to the extent possible. However if any change is decided in above information; it shall be immediately brought to the architects knowledge.

- Service tax will be paid by the client as per norms if applicable.
Testing for soil stability shall be done as and if required by the Architect.

If in a condition the project undergoes a major structural or planning change which require retendering of the project, separate fee shall be payable as per mutual consent.

4.11. OWNERSHIP OF ALL PROJECT DOCUMENTS

All design documents, including electronic data, required by this Agreement, as instruments of service are the property of the Owner whether the work for which they are made be executed or not and if they are paid for.

4.12. RECORD DOCUMENTS:

The Consultant shall provide the department with a set of record documents (drawings and specifications) including revisions made during construction; these Drawings will be supplied to the consultant by the contractor & validated & organized by the consultant within thirty (30) days following final completion of the project. Said documents shall be labeled as “Record Documents”.

The format for Record Documents shall be as follows:

- The Consultant shall provide the Owner with two (2) printed copies and 2 soft copies of record documents (as-built.)

Reporting documents:

The consultant shall prepare and submit to JSCL, three copies each of the following reports:
- Design Phase: Monthly Progress Report
- Construction Phase: Monthly and Quarterly Inspection report covering all aspects such as progress monitoring, Quality assurance etc.

4.13. TERMS OF REFERENCE

1. The total contract period will exclude the period consumed by the department in giving approval at different stages and the time consumed in fixing of the agency for construction

2. Detailed cost estimates to be prepared on the basis of prepared detailed working drawing of structures & rates in SOR/prevailing item rates market based on the DPR and fair market rates for specialized items.
4.14. CONSTRUCTION PHASE

i) The Consultant’s responsibility to provide Services for the Construction Phase under this Agreement commences with the award of the Contract for Construction and terminates at the time of the issuance to the Owner of the final Certificate for Payment or 60 days after the date of Substantial Completion of the Work.

ii) The Consultant shall be a representative of and shall advise and consult with the Owner (1) during construction until final payment to the Contractor is due, and (2) as an Additional Service at the Owner’s direction from time to time during the correction period described in the Contract for Construction. The Consultant shall have authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written instrument.

iii) Visit the site of work, at intervals, mutually agreed upon, to inspect and evaluate the Construction Works and where necessary clarify any decision, offer interpretation of the drawings/specifications, attend conferences and meetings to ensure that the project proceeds generally in accordance with the conditions of contract and keep the Client informed and render advice on actions, if required.

iv) The Consultant shall at all time have access to the Work wherever it is in preparation or progress. Except as may otherwise be provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall communicate through the Consultant.

v) Based on the observations and evaluations of the Contractor’s / specialized consultants Applications for Payment, the architect shall review and certify the amounts due the Contractor and various consultants to be paid by the client.

vi) The Consultant’s certification with the assistance of the project officer for payment shall constitute a representation to the Owner, based on the Consultant’s observations at the site and on the data comprising the Contractor’s Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Consultant’s knowledge, information and belief, quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, deviations as per specification from the Contract Documents correctable prior to completion and to specific qualifications expressed by the Consultant. The issuance of a Certificate for Payment shall further constitute a representation that the Contractor is entitled to payment in the amount certified.
vii) The Consultant shall have authority to reject Work which does not conform to the Contract Documents. Whenever the Consultant considers it necessary or advisable for implementation of the intent of the Contract Documents, the Consultant will have authority to require additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Consultant nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Consultant to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons performing portions of the Work.

viii) The Consultants advice may be taken by the project officer who shall review and approve or take other appropriate action upon all Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Consultant's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the construction of the Owner or of separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the Contractor, all of which remain the responsibility of the Contractor, to the extent required by the Contract Documents. The Consultant’s review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Consultant, of construction means, methods, techniques, sequences or procedures. The Consultant’s approval of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, the Consultant shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.

ix) The Consultants advice may be taken by the project officer who shall prepare Change Orders and Construction Change Directives, with supporting documentation and data if deemed necessary by the Consultant, for the Owner's approval and execution in accordance with the Contract Documents, and may authorize minor changes in the Work not involving any financial variations or an extension of the Contract Time, which are not inconsistent with the intent of the Contract Documents and or the intended functional use of the Facilities.
x) The Consultant shall conduct inspections with the assistance of the project officer to determine the date or dates of Substantial Completion and the date of final completion, shall receive and forward to the Owner for the Owner's review and records written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for payment upon compliance with the requirements of the Contract Documents.

xi) The Consultant's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

xii) The Consultant shall render written decisions within a reasonable time on all claims, disputes or other matters in question between the Owner and Contractor relating to the execution or progress of the Work as provided in the Contract Documents.

### SCHEDULE OF DELIVERABLES TIME & FEES,

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Activity/ Deliverable</th>
<th>Elapsed time</th>
<th>Fees Payable</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Time schedule for Architectural and allied services</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Complete measured drawings of the structure, site, open spaces, trees, drains, levels</td>
<td>30 Days from date of signing of this</td>
<td>5% of the fee</td>
</tr>
<tr>
<td></td>
<td>with constructional details if possible. The measured drawings should have plans</td>
<td>Agreement</td>
<td></td>
</tr>
<tr>
<td></td>
<td>elevations, sections.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Stage 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Submission of conceptual designs, planning and stage 1 estimate of cost for approval</td>
<td>45 Days from date of signing of this</td>
<td>5% of the fee</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Agreement</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Stage 2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Stage</td>
<td>Description</td>
<td>Time Frame</td>
<td>Fee Percentage</td>
</tr>
<tr>
<td>-------</td>
<td>------------------------------------------------------------------------------</td>
<td>--------------------------------------------------------------------------</td>
<td>----------------</td>
</tr>
<tr>
<td>3</td>
<td>Submission of the final preliminary drawings and designs.</td>
<td>30 days from the date of approval of conceptual drawings.</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Submission of draft DPR drawing, design. estimate etc.</td>
<td>15 days from the date of approval of final preliminary.</td>
<td>10% of the fee</td>
</tr>
<tr>
<td>5</td>
<td>Submission of Final DPR Master plan on specified scale, drawing, design. Estimate etc. with all necessary Technical sanctions and statutory approvals to invite tender.</td>
<td>15 days from the date of approval of Draft DPR</td>
<td>15% of the fee</td>
</tr>
<tr>
<td>6</td>
<td>Submission of Draft Tender Document for construction and allied services.</td>
<td>30 days from the date of approval of Final DPR</td>
<td>5% of the fee</td>
</tr>
<tr>
<td>7</td>
<td>Submission of Final Tender Document for construction and allied services.</td>
<td>10 days from the date of approval of draft tender document</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Evaluation and signing of agreement with construction agency.</td>
<td>15 days from opening of Tender.</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Submission of complete set of drawings and details sufficient for the work to commence at site.</td>
<td>Before issue of work order to construction agency</td>
<td>10% of the fee</td>
</tr>
</tbody>
</table>

2 **Time schedule for Construction & Execution**
## Renovation, Restoration & Redevelopment of Heritage Buildings and surroundings at Jabalpur.

### Time Schedule for Periodic Supervision and issue of working drawings as per site requirements.

<table>
<thead>
<tr>
<th>Stage</th>
<th>Event Description</th>
<th>Time Frame</th>
<th>Payment Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stage 10</td>
<td>On execution of work worth 20% of its estimated cost</td>
<td>12 months</td>
<td>10% of the fee</td>
</tr>
<tr>
<td></td>
<td>On execution of work worth 40% of its estimated cost</td>
<td></td>
<td>10% of the fee</td>
</tr>
<tr>
<td></td>
<td>On execution of work worth 60% of its estimated cost</td>
<td></td>
<td>10% of the fee</td>
</tr>
<tr>
<td></td>
<td>On execution of work worth 80% of its estimated cost</td>
<td></td>
<td>10% of the fee</td>
</tr>
</tbody>
</table>

### Submission of as built drawings and final bill

| Stage 11 | Submission of as built drawings and final bill | 30 days from the date of completion of construction | 10% of the fee |

### Submission of final bill of contractor.

| Stage 12 | Submission of final bill of contractor. | Within 45 days of the submitting of | 10% of the fee |

### Note:

1. Once any design is approved by the Architect, Proof Consultant, PMC and JSCL any changes in the design specifications shall be initiated only with prior approval of JSCL.

2. 5% will be deducted from each of the payments as performance security which will be refunded without interest after three months of successful completion of project subject to conditions enclosed in the Draft Contract.
3. Authority shall deduct taxes at source, from the amounts payable as per applicable laws.

4. The Authority would endeavor to provide its comments or approval on documents submitted by the consultant within 15 days from the date of submission and would endeavour to make the payments within fifteen days thereafter of the submission or approval as the case may be. The above timeline is independent of the time that may be required for approval and providing comment on the document submitted.
Annexure – I

STRUCTURE AND ORGANIZATION

i) Name of the Applicant:
ii) Office Address:
iii) Telegraphic Address:
iv) Telephone Numbers:
v) Fax Number
vi) Date and location of establishment
vii) The applicant is
   a. An individual
   b. A proprietary firm
   c. A partnership firm (if yes, give name and address of each of the partners)
   d. A limited company (Attach the organizational chart showing the structure of the organization including the names of the Directors and position of the Officers.)
viii) Number of years of experience.
ix) How many years have your organization been in this business of Consultancy under the present name? What were the fields when your organization was established? Whether any new fields were added in your organization? And if so, when?
x) Were you ever required to suspend the Consultancy of a work for a period of more than six months continuously after you started? If so give the names of projects and reasons.
xi) Have you ever not completed any assignment given to you? (If so, give name of project and reasons for not completing the work)
xii) In how many of your project were penalties imposed for delays? Please give details.
xiii) In which field of architecture do you claim specialization and interest? Any nominations for prestigious awards for the same? Member of any organization working on your specialization?
xiv) Give details of your experience in conceptualizing, planning, designing and completing restoration, rebuilding and redevelopment of projects of similar nature, maintaining the guidelines of state archeology.

Signature of the Applicant
Annexure - II

KEY PERSONNEL

i) Details of key technical and Administrative Personnel with the applicant and those that would be assigned to the work.

ii) Details of the Board of Directors / Partners

iii) Name of the Director / partner

iv) Organization

v) Address

vi) Remarks

vii) Key Technical personnel

viii) Individual’s name

ix) Qualifications with experience in related field and the COA membership number.

x) Present position of office

xi) Professional experience and details of works carried out xii. Year with the applicant

xii) How the individual would be involved in the contract?

Signature of the Applicant
Annexure – III

Details of similar important works completed as per the guidelines of archeology till date.

(a) Part – A

<table>
<thead>
<tr>
<th>Name of work:</th>
<th>Place:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Client name:</td>
<td>Built up area:</td>
</tr>
<tr>
<td>Type of intervention:</td>
<td>Services rendered:</td>
</tr>
<tr>
<td>Total cost of project in INR:</td>
<td>Brief description of the project and the challenges involved:</td>
</tr>
<tr>
<td>Period of completion of the entire project. Design period:</td>
<td>Actual time taken to complete the work</td>
</tr>
<tr>
<td>Reasons for non-completion of work in stipulated time limit / extended time limit. Photographs of the project before and after</td>
<td></td>
</tr>
<tr>
<td>Design approach</td>
<td></td>
</tr>
</tbody>
</table>

(b) Parts :- Nominations to awards such as the UNESCO or such similar prestigious awards.

Signature of the Applicant
Annexure – IV

Details of similar works in hand and performance till date of submission of bid documents

<table>
<thead>
<tr>
<th>Name of work</th>
<th>Place</th>
<th>Client name</th>
<th>Built up area</th>
<th>Type of intervention</th>
<th>Services rendered</th>
<th>Total cost of project in INR</th>
<th>Brief description of the project and the challenges involved</th>
<th>Period of completion of the entire project. Design period</th>
<th>Actual time taken to complete the work</th>
<th>Reasons for non-completion of work in stipulated time limit / extended time limit.</th>
<th>Photographs of the project before and after</th>
<th>Design approach</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Signature of Applicant
Annexure - V

General Approach and Methodology

General approach of methodology that the applicant proposes for providing the Consultancy services for the conservation, rebuilding and the redevelopment.

Signature of Applicant
Annexure–VI

FINANCIAL STATEMENT

Information regarding financial standing of the applicant.

<table>
<thead>
<tr>
<th>S No.</th>
<th>Details</th>
<th>Amount Rs. in Lacs</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
</tr>
</tbody>
</table>

Balance Sheet

Auditor’s Report
COVERING LETTER

(On the Letterhead of the Bidder)

Date: To:

_________________________________

__________________________________

Ref: Consultancy for Repairs/ restoration & reconstruction works of Heritage Properties & its surrounding at Jabalpur

Dear Sir:

Being duly authorized to represent and act on behalf of ……………………. (hereinafter referred to as “the Bidder”), and having reviewed and fully understood all of the Proposal requirements and information provided and collected, the undersigned hereby submits the Proposal on behalf of ___________ (Name of Bidder) for the captioned Project with the details as per the requirements of the RFP, for your evaluation. We confirm that our Proposal is valid for a period of 120 days from ______ (insert Proposal Due Date).

I/ We also hereby agree and undertake as under:

Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Proposal we hereby represent and confirm that our Proposal is unqualified and unconditional in all respects and we agree to the terms of the proposed Agreement, a draft of which also forms a part of the RFP document provided to us.

We hereby certify and confirm that in the preparation and submission of our Proposal, we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.

Yours faithfully,

For and on behalf of (Name of Bidder)

Duly signed by the Authorized Signatory of the Bidder

(Name, Title and Address of the Authorized Signatory)
INFORMATION REGARDING CURRENT LITIGATION

<table>
<thead>
<tr>
<th>(1)</th>
<th>(2)</th>
<th>(3)</th>
<th>(4)</th>
<th>(5)</th>
</tr>
</thead>
<tbody>
<tr>
<td>S. No.</td>
<td>Name of the Contract</td>
<td>Year of Contract</td>
<td>Organization</td>
<td>Details of litigation</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Signature of applicant
Annexure – IX

ADDITIONAL INFORMATION

(Please give a brief note indicating why the applicant considers himself eligible for award of this work).

Signature of Applicant
MEMORANDUM OF UNDERSTANDING (M.O.U)

JOINT VENTURE BETWEEN

Name of Lead Consultant: Address:

AND

Name of Conservation Consultant: Address:

For the Renovation, Restoration & Redevelopment of Heritage Buildings and its surroundings at Jabalpur. M/s ……………………………is participating in the Tender for Consultants / Architects floated by JSCL, Jabalpur If the said work is awarded to our firm, …………………………………………will act as Lead Consultant and ……………………………………………………..will be participating as Conservation consultant.

We have jointly agreed to participate for Renovation, Restoration & Redevelopment of Heritage Buildings and its surroundings at Jabalpur.

Signature  

Signature

Lead Consultant  

Conservation Consultant
Draft Consultancy Agreement

Name of work: Renovation, Restoration & Redevelopment of Heritage Buildings and its surroundings at Jabalpur

THIS AGREEMENT (“Consultancy Agreement”) is made on the _______th day of __________________, 2017 at Jabalpur.

BETWEEN:

JSCL a govt owned subsidiary constituted under the companies Act. 1956, (hereinafter referred to as “JSCL, Jabalpur”) which expression shall, unless it be repugnant to the context or meaning thereof, include its administrators, successors and assigns) of One Part

AND

_________________________________________________ [the Firm], a company incorporated under the provisions of the Companies Act, 19561 and having its registered office at _________________________________________________________________ (hereinafter referred to as the “Consultant”) which expression shall, unless it be repugnant to the context or meaning thereof, include its administrators, successors and permitted assigns) of the Other Part

JSCL, Jabalpur and the Consultant are collectively referred to as 'Parties' and individually as “Party”.

WHEREAS:

A. JSCL, Jabalpur has undertaken restoration & reconstruction works of The GopalMandir Complex at Jabalpur.

B. JSCL, Jabalpur invited detailed proposals from Consultants by open invitations through publishing NIT in various newspapers.

C. In response thereto proposals were received from several persons including the Consultant. After evaluating them, the Proposal submitted by the Consultant has been accepted and Letter of Acceptance No.                  dated was issued.

D. The Consultant covenants to undertake the Assignment as set forth in scope of work as per Annexure X (hereinafter referred to as “the Services”) and to perform, fulfill, comply with and observe all and singular provisions, conditions and requirements
of this Agreement.

E. In consideration thereof, JSCL, Jabalpur will pay to the Consultant fee (hereinafter referred to as “the Fee”) and more particularly described in Clause 2 and will perform, fulfill, comply with and observe all singular provisions, conditions and requirements to the Agreement.

NOW, THEREFORE, in view of the foregoing and in consideration of the mutual covenants and agreements hereinafter set forth, the Parties agree as follows:

1. RELATIONSHIP BETWEEN THE PARTIES

Nothing contained herein shall be construed as establishing a relation of employer and employee or agent as between JSCL, Jabalpur and the Consultant. The Consultant, subject to this Agreement, has complete charge of personnel performing the Services and shall be fully responsible for the Services performed by it or on its behalf hereunder. The Agreement shall commence on the date it is executed by the Parties. All the provisions and terms and conditions of the RFP documents shall be part of this agreement and shall be binding on both the parties.

2. TIME SCHEDULE AND PAYMENT OF FEES

2.1 The key deliverables, time schedule and fee payable would be as per the following table:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Activity/ Deliverable</th>
<th>Elapsed time</th>
<th>Fees Payable</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Time schedule for Architectural and allied services</td>
<td>30 Days from date of signing of this Agreement</td>
<td>5 % of the fee</td>
</tr>
<tr>
<td></td>
<td>Complete measured drawings of the structure, site, open spaces, trees, drains, levels etc. with constructional details if possible. The measured drawings should have plans elevations, sections.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Stage 2</td>
<td>Submission of conceptual designs, planning and stage 1 estimate of cost for approval</td>
<td>45 Days from date of signing of this Agreement</td>
<td>5 % of the fee</td>
</tr>
<tr>
<td>Stage 3</td>
<td>Submission of the final preliminary drawings and designs</td>
<td>30 days from the date of approval of conceptual drawings.</td>
<td></td>
</tr>
<tr>
<td>Stage 4</td>
<td>Submission of draft DPR drawing, design. estimate etc.</td>
<td>15 days from the date of approval of final preliminary.</td>
<td>10 % of the fee</td>
</tr>
<tr>
<td>Stage</td>
<td>Task Description</td>
<td>Time Frame from Date</td>
<td>Fee Provision</td>
</tr>
<tr>
<td>-------</td>
<td>------------------</td>
<td>----------------------</td>
<td>---------------</td>
</tr>
<tr>
<td>5</td>
<td>Submission of Final DPR Master plan on specified scale, drawing, design. Estimate etc. with all necessary Technical sanctions and statutory approvals to invite tender.</td>
<td>15 days from the date of approval of Draft DPR</td>
<td>15% of the fee</td>
</tr>
<tr>
<td>6</td>
<td>Submission of Draft Tender Document for construction and allied services</td>
<td>30 days from the date of approval of Final DPR</td>
<td>5% of the fee</td>
</tr>
<tr>
<td>7</td>
<td>Submission of Final Tender Document for construction and allied services</td>
<td>10 days from the date of approval of draft tender document</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Evaluation and signing of agreement with construction agency.</td>
<td>15 days from opening of Tender.</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Submission of complete set of drawings and details sufficient for the work to commence at site.</td>
<td>Before issue of work order to construction agency</td>
<td>10% of the fee</td>
</tr>
</tbody>
</table>

### 2 Time schedule for Construction & Execution

<table>
<thead>
<tr>
<th>Stage 10</th>
<th>Task Description</th>
<th>Time Frame</th>
<th>Fee Provision</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Time Schedule for Periodic Supervision and issue of working drawings as per site requirements.</td>
<td>12 months</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• On execution of work worth 20% of its estimated cost</td>
<td></td>
<td>10% of the fee</td>
</tr>
<tr>
<td></td>
<td>• On execution of work worth 40% of its estimated cost</td>
<td></td>
<td>10% of the fee</td>
</tr>
<tr>
<td></td>
<td>• On execution of work worth 60% of its estimated cost</td>
<td></td>
<td>10% of the fee</td>
</tr>
<tr>
<td></td>
<td>• On execution of work worth 80% of its estimated cost</td>
<td></td>
<td>10% of the fee</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Stage 11</th>
<th>Task Description</th>
<th>Time Frame from Date</th>
<th>Fee Provision</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Submission of as built drawings and final bill</td>
<td>30 days from the date of completion of construction phase</td>
<td></td>
</tr>
</tbody>
</table>
Renovation, Restoration & Redevelopment of Heritage Buildings and surroundings at Jabalpur.

Stage 12

<table>
<thead>
<tr>
<th>Submission of final bill of contractor.</th>
<th>Within 45 days of the submitting of the record documents.</th>
<th>5% of the fee</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Total 100%</td>
</tr>
</tbody>
</table>

2.2 The Consultant shall submit to JSCL, Jabalpur minimum three (3) hard copies (hard bound – not spiral) and two (2) soft copies on separate CDs of all reports/documents (designs, drawings, estimates, specifications, tender document, record measurements, test reports, bills, rate analysis etc.) to be delivered as per above.

2.3 The fee payable by JSCL, Jabalpur to the Consultant for the Services shall be a consolidated amount (the Consultancy Fee, as quoted by the consultant in its Financial Proposal) and the same shall be payable as per above.

2.4 JSCL, Jabalpur shall finalize all reports/documents to be submitted by the Consultant under this Agreement by itself or through an external agency appointed by JSCL, Jabalpur. JSCL, Jabalpur shall finalize such reports/documents within 10 days from the date of receipt of same from the Consultant.

2.5 Upon approval of deliverable by JSCL, Jabalpur/external agency appointed by JSCL, Jabalpur, the Consultant shall raise an invoice against JSCL, Jabalpur. Within 15 days from the date of receipt of such invoice. JSCL, Jabalpur shall make payment to the Consultant as per the schedule given above in 2.1.

3. TERMINATION OF THE AGREEMENT

This Agreement shall be effective on the date hereof and shall continue in full force until completion of the Services or terminated earlier as per the Clause (i), (ii) & (iii) below:

i. The Agreement may be terminated if any Party is in breach of any of its obligations under the Agreement and the breach has not been remedied within fourteen (14) days (or longer period as the notifying Party may allow) of the intimation to the Party in breach requiring the breach to be remedied.

ii. If JSCL, Jabalpur terminates the Agreement as a result of a default of the Consultant, the consultant shall be liable for the extra costs reasonably incurred by JSCL, Jabalpur in obtaining completion of that part of the services which remained incomplete as the date of termination.

iii. If JSCL, Jabalpur terminates the agreement, not as a result of any default by the Consultant, then JSCL, Jabalpur shall compensate the Consultant for the Services performed till the date of notice of termination.

iv. Consultant can also terminate the agreement by giving a 30 days’ notice.

The communication of termination of this Agreement shall be by means of written notice (“Termination Notice”)

4. RESPONSIBILITIES AND OBLIGATIONS OF THE CONSULTANT

The Consultant shall:
i. Provide the Services in accordance with Tender document.

ii. exercise the degree of skill, care and diligence normally exercised by members of the profession performing services of a similar nature;

iii. be bound to comply with any written direction of JSCL, Jabalpur to vary the scope sequence or timing of the Services; and

iv. Use all reasonable efforts to inform itself of JSCL, Jabalpur requirements for the Deliverables for which purpose the Consultant shall consult JSCL, Jabalpur throughout the performance of the Services.

5. CONFIDENTIALITY AND PUBLICITY

The Consultant shall treat the details of the output of the assignment and the Services as confidential and for the Consultant's own information only and shall not publish or disclose the details of the output, deliverables / milestones submitted to JSCL, Jabalpur or the Services in any professional or technical journal or paper or elsewhere in any manner whatsoever without the previous consent in writing of JSCL, Jabalpur

6. CONSULTANT’S REPRESENTATIVES

The Consultant shall deploy a representative at Jabalpur, and agree that the person appointed shall have authority to act on behalf of the Consultant for all purposes in connection with the Services and in accordance with all the provisions under the Agreement. The representative should be stationed at Jabalpur till the works are completed and shall be readily available for discussions with JSCL, Jabalpur officials.

7. OTHER CONDITIONS

7.1 In the event JSCL, Jabalpur desires the Consultant to perform such additional services which are not within the Terms of Reference, the Consultant shall agree to perform such additional services on such renegotiated, modified and new terms and conditions as may be mutually agreed by the Parties.

7.2 JSCL, Jabalpur shall provide to the Consultant documents/ information/ reports as may be required by the Consultant to enable it to provide the Services. JSCL, Jabalpur undertakes and agrees to furnish to the Consultant from time to time such other documents/ reports/ information in its possession and/or knowledge as it may consider relevant to perform the Services, as and when such information is received by/ available with the JSCL, Jabalpur.

7.3 All intellectual property conceived, originated, devised, developed or created by the Consultant, its agents, specifically for the purpose of rendering the Services, shall vest with JSCL, Jabalpur unless otherwise agreed, between JSCL, Jabalpur and the Consultant. JSCL, Jabalpur as sole beneficial owner shall be entitled to use such intellectual property for the purpose of the Project.

7.4 Unless otherwise agreed, JSCL, Jabalpur shall have the copyright on all the reports, documents, maps etc., authored, prepared or generated during the course of the Services to be provided by the Consultant.

8. COMPLIANCE WITH LAWS

The Consultant shall take due care that all its documents comply with all relevant laws.
related to consultancy work and statutory regulations and ordinances, guidelines in force which includes all laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India including judgments, decrees, injunctions, writs of or orders of any court of record, as may be in force and effect during the subsistence of this Agreement applicable to the Consultant.

9. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by the laws of India. The Courts at Indore shall have jurisdiction over all matters arising out of or relating to this Agreement.

10. DISPUTE RESOLUTION

10.1 Amicable Resolution
Any dispute, difference or controversy of whatever nature between the Parties, however arising under, out of or in relation to this Agreement (the “Dispute”) shall in the first instance be attempted to be resolved amicably through discussions between the Parties.

10.2 Arbitration

a. Procedure
Subject to the provisions of Clause 11.1 above, any Dispute which is not resolved amicably within 30 days, the same shall be referred to the sole arbitration of Divisional Commissioner, Indore Division whose decision shall be final and binding on both the Parties. Such arbitration shall be governed by the Arbitration and Conciliation Act, 1996 ("Arbitration Act").

b. Place of Arbitration
The place of arbitration shall ordinarily be Jabalpur but by agreement of the Parties, the arbitration hearings, if required, may be held elsewhere.

c. English Language
The request for arbitration, the answer to the request, the terms of reference, any written submissions, any orders and awards shall be in English and, if oral hearings take place, English shall be the language to be used in the hearings.

d. Enforcement of Award
The Parties agree that the decision or award resulting from arbitration shall be final and binding upon the Parties and shall be enforceable in accordance with the provision of the Arbitration Act subject to the rights of the aggrieved parties to secure relief from any higher forum.

e. Performance during Dispute Resolution
Pending the submission of and/or decision on a dispute and until the arbitral award is published; the Parties shall continue to perform their respective obligations under this Agreement, without prejudice to a final adjustment in accordance with such award.

11. SEVERABILITY
In the event that any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and effect.

12. WAIVER

Waiver by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Agreement:

i. shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligations under this Agreement;
ii. shall not be effective unless it is in writing and executed by a duly authorized representative of such Party; and
iii. Shall not affect the validity or enforceability of this Agreement in any manner.

Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation hereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver/breach of any terms, conditions or provisions of this Agreement.

13. MODIFICATION

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

14. NOTICES

Unless otherwise stated, notices to be given under this Agreement including but not limited to a notice of waiver of any term, breach of any term of this Agreement and termination of this Agreement, shall be in writing and shall be given by hand delivery, recognized international courier, mail, telex or facsimile transmission and delivered or transmitted to the Parties at their respective addresses mentioned here in above.

15. TRANSFER OR ASSIGNMENT

No Party may assign its interests in the Agreement without the prior written consent of the other Party. Unless specifically stated to the contrary, in any written consent to an assignment, no assignment shall release or discharge the assignor from any obligation under this Agreement.

16. VARIATIONS

JSCL, Jabalpur may, by written notice to the Consultant, direct the Consultant to vary the scope, sequence or timing of the Services with suitable compensation for such variation to be agreed mutually and the Consultant shall be bound to comply with that direction.
17. COMPENSATION FOR DELAY:

The time allowed for carrying out the work, as entered in the tender form, shall be strictly observed by the consultant and shall be deemed to be the essence of the contract and shall be reckoned from the date on which the order to commence the work is issued to the contractor.

The work shall throughout the stipulated period of contract, be proceeded with due diligence, keeping in view that time is the essence of the contract.

A penalty of 1/8% percent of the value of work per week shall be imposed due to delay in work and the total amount of the compensation under the provision of this clause shall be limited to 10 percent of the value of work i.e. probable amount of contract put to tender.

The delay in Executive Director, JSCL assistance ingrained in the contract will be taken duly into account while recovering any compensation for the delay in completing the work. Where the Engineer-in-Charge decides that the contractor is liable to pay compensation for not giving proportionate progress under this clause and the compensation is recovered during the intermediate period. Such compensation shall be kept in deposit and shall be refunded if the contractor subsequently makes up the progress for the last time within the period of contract including extension if any.

18. ACTION WHEN WORK IS LEFT INCOMPLETE, ABANDONED OR DELAYED BEYOND THE PERMITTED LIMIT ALLOWED BY THE ENGINEER-IN-CHARGE

In any case in which under any clause or clauses of this contract the consultant shall have rendered himself liable to pay compensation amounting to the whole of his security deposit, except in the case of abandonment of the work owing to permanent disability due to serious illness, or death of consultant the Engineer-in-Charge on behalf of the Executive Director, JSCL Jabalpur shall give notice, before 15 days and in the event of consultant failing to comply with directions contained in said notice shall have power to adopt and any one or more of the following courses as he may deem best in the interest of the Executive Director, JSCL Jabalpur:-

(a) To determine or rescind the contract (of which rescission notice in writing to the consultant under the hand of the Engineer-in-Charge shall be conclusive evidence and in which case the security deposit of the consultant shall stand forfeited, and be absolutely at the disposal of the Executive Director, JSCL Jabalpur (security deposit means 5 percent of the probable amount of contract put to tender).

(b) NA

(c) After giving notice to the consultant, to measure up the work of the consultant, and to take such part there of as shall be unexecuted out of his hand, and to give it to another consultant to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original consultant, if the whole work had been executed by him (of the amount of which excess certificate in writing of the Engineer-in-Charge shall be final and conclusive) shall be borne and paid by the
original consultant and may be deducted from any money due to him by the Executive Director, JSCL Jabalpur under this contract or otherwise.

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

19. CONSULTANT REMAINS LIABLE TO PAY COMPENSATION IF ACTION NOT TAKEN UNDER CLAUSE 18

In any case in which any of the powers conferred on the Engineer-in-Charge by clause 3 above, shall have become exercisable and the same shall not be exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such power not withstanding be exercisable in the event of any future case of default by the consultant for which by any clause or clauses hereof, he is declared liable to pay compensation amounting to the whole of his security deposit, and the liability of the consultant for past and future compensation shall remain unaffected in the event of the Engineer-in-Charge putting in force either of the power vested in him under the preceding clauses.

20. EXTENSION OF TIME:

If the consultant shall desire extension of the time for completion of the work on the grounds of his having been unavoidably hindered in its execution or any other ground, he shall apply in writing to the Engineer-in-Charge within thirty days of the date of the hindrance, on account of which he desires such extension as aforesaid, and the Engineer-in-Charge if in his opinion (which shall be final) reasonable grounds, be shown therefore, authorize such extension for a period not exceeding three months. Any further extension of the time shall be subject to the previous sanction of the Executive Director, JSCL Jabalpur. Provided always when the Engineer-in-Charge has recommended grant of extension of time/permitted the consultant to carry out work reserving right of the Executive Director, JSCL Jabalpur to recover liquidated damages (as provided in agreement) the running bills shall continue to be paid to the consultant. Provided that if any extension applied for is proposed to be refused, the competent authority shall give the consultant an opportunity to be heard before taking final decision.

21. WORK NOT TO BE SUBLET

The Contract shall not be assigned or sublet without the written approval of the Executive Director, JSCL Jabalpur.

22. CHANGES IN THE CONSTITUTION OF FIRM:
In the case of a tender by partners, any change in the constitution of the firm shall be forthwith notified by the contractor to the Engineer-in-Charge, for his information.

23. TAX:

The consultants and their personnel shall be liable to the taxes, duties, fees, levies as per applicable law. However, Service tax will be paid to the Consultant extra at applicable rates.

24. CHANGES IN THE CONSTITUTION OF FIRM:

1. In the case of a tender by partners any change in the constitution of the firm shall be forthwith notified by the Consultant to the Technical committee for his information.

2. All services to be provided under the contract shall be delivered under the direction and subject to the approval in all respects of the technical committee of the Project who shall be entitled to direct at what point or points and in what manner they are to be commenced, and from time to time carried on.

25. DEATH OR PERMANENT INVALIDITY OF CONSULTANT:

If the Consultant is an individual or a proprietary concern, partnership concern, dies during the currency of the contract or becomes permanently incapacitated, where the surviving parties are only minors, the contract shall be closed without levying any damages / compensation.

26. INDEMNIFICATION:

In the event that a claim or suit is brought against the Architect or the Consultants by any third party for damages arising from personal injury or property damage caused wholly by the Client, contractor or anyone employed by the Client, contractor or anyone for whose acts the Client, contractor may be held responsible, then the Client shall indemnify the Architect and fully reimburse any loss, damage or expenses, including the attorney’s fees, which the Architect may incur in connection therewith.

EXECUTED BY

JSCL, Jabalpur by being signed by a duly authorized officer in the presence of:

Title: __

Witness:

EXECUTED BY
by being signed by a duly authorized officer in the presence of:

Title: _

Witness:
Annexure – XII

DETAILS OF BUILDINGS

LIST OF SITES SELECTED FOR HERITAGE CONSERVATION & RESTORATION

1. Town Hall
2. Municipal Corporation Building
3. Anjuman Islamiya School
4. Gokul Das Dharamshala
5. Ghanta Ghar
6. Kamaniya Gate
7. Sangram Sagar

PRINCIPAL CHARACTERISTICS OF THE BUILDINGS SELECTED

1. Onion domes
2. Overhanging eaves (Chajja)
3. Pointed arches, cusped arches or scalloped arches
4. Vaulted roofs many miniature domes or domed chhatris
5. Tower or Minarets
6. Open pavilions
7. Pierced open arcading
8. Jalis

MATERIALS & CONSTRUCTION TECHNOLOGY

1. Expose brick work
2. Stone columns
3. Vaulted roof (Brick) with I-section
4. Stone chajja
5. Stone & cement pre-cast jalli

TOWN HALL

Presently known as Gandhi Bhawan Library, inaugurated on September 2, 1892, to commemorate the Jubilee of Queen Victoria's reign. The Town hall or Gandhi Bhawan as it was re-named in the year 1968, came in the wake of crisis. Although it was constructed to mark the Jubilee year, it was handed over to the public and the office of the Municipality was shifted to this building, immediately after its inauguration.
The library has been popular among the academic scholars for its availability and accessibility. Gandhi Bhawan, besides the library accommodates the University study centre and Swatantrata Senani reading cell.

More than 120 year old structure made up of brick and lime mortar. The structure is in fair condition, but many improper interventions have ruined the glory of the building.

**PROBLEM IDENTIFIED**
- Micro biological growth: algae and micro biological growth over walls and ceiling
- Plaster deteriorated: due to dampness plaster is getting damaged
- Rising dampness: it is damaging the building plinth and lime plaster
- In appropriate additions: New doors and windows are introduce
- Damaged & missing elements
- Services: open wires, cables and water pipes
- Layers of lime & distemper over expose brick work
- Cracks: minor cracks due to water leakages and rust over steel sections

**MUNICIPAL CORPORATION BUILDING**
The office of Jabalpur Municipal Corporation is one the identified structure that is to be preserve. The corporation building is more than 70 years old and requires preservation. The building is functional and all the Offices of JMC are located in the premises.

**PROBLEM IDENTIFIED**
- Plaster deteriorated
- Inappropriate additions: New doors and windows are introduce
- Services: open wires, cables and water pipes
- Layers of lime & distemper over expose brick work

**ANJUMAN ISLAMIYA SCHOOL**
The famous educational institution of Madhya Pradesh, Anjuman Islamia completed more than 135 years of its educational and social service. This institution was founded in 1876 by Khan Bahadur Sayyed Ali Ahmad.

135 year old structure is made up of expose brick work with lime mortar. The structure is in good state of condition, but many inappropriate interventions have been done
which need to be removed.

**PROBLEM IDENTIFIED**

- Plaster deteriorated: due to dampness plaster is getting damaged
- Damaged & missing elements
- Vegetation: structure cover with vegetation on walls and roof
- Micro biological growth: algae and micro biological growth over walls and ceiling
- Rising dampness: it is damaging the building plinth and lime plaster
- In appropriate additions: New doors and windows are introduce
- Services: open wires, cables and water pipes
- Layers of lime & distemper over expose brick work
- Cracks: minor cracks due to water leakages and rust over steel sections
- Deteriorated flooring on corridors

**GOKULDAS DHARAMSHALA**

Located in the vicinity of Jabalpur Railway Station, Gokul Das Dharamshala is more than 100 year old structure. Built by Raja Gokul Das in 19th century is one of the identified Heritage Site. The structure is made up of expose brick work with lime mortar is still in fairly good Condition.

**PROBLEM IDENTIFIED**

- Micro biological growth: algae and micro biological growth over walls and ceiling
- Rising dampness: it is damaging the building plinth and lime plaster
- Plaster deteriorated: due to dampness plaster is getting damaged
- In appropriate additions: New doors, windows and opening was block with jail or brick work
- Damaged & missing elements
- Services: open wires, cables and water pipes
• Layers of lime & distemper over expose brick work

GHANTA GHAR
The Clock Tower of Jabalpur is one of the oldest possessions of the city. It is located in the heart of the city. The Clock Tower has four clock faces. In the early days it served as a public clock since most of the people did not have wrist watches or clocks at home like today. But at present it is merely admired for its aesthetics. The Clock Tower is regarded as a famous historical monument of Jabalpur.

PROBLEM IDENTIFIED
• Layers of lime & distemper over expose brick work
• Services: open wires, cables and water pipes
• Plaster deteriorated
• Micro biological growth: algae and micro biological growth over walls and ceiling
• Rising dampness: it is damaging the building plinth and lime plaster
• In appropriate additions: New doors, windows and opening was block with jail or brick work

KAMANIA GATE
An important landmark event was the holding of the Tripuri Congress session in 1939 that was presided over by Subhash Chandra Bose. Politically under Lokmanya Tilak’s direction Jhanda Satyagraha was launched with success (who visited 3 times) Mahatma Gandhi visited 4 times and famous Congress session was held at Tripuri (Jabalpur) in 1939 when Subhash Chandra Bose was elected the Congress President against the wishes of Mahatma Gandhi. Methodology of two thoughts to achieve freedom was formulated in the session. A memorial Kamania gate was erected in city.
Renovation, Restoration & Redevelopment of Heritage Buildings and surroundings at Jabalpur.

PROBLEM IDENTIFIED

- Layers of lime & distemper over expose brick work
- Services: open wires, cables and water pipes
- Plaster deteriorated
- Micro biological growth: algae and micro biological growth over walls
- Rising dampness: it is damaging the building lime plaster
- In appropriate additions: New doors, windows and opening was block with jail or brick work

SANGRAM SAGAR

The Sangram Sagar Lake is situated 15 km from the city of Jabalpur and is one of the most sorted tourist destinations of Jabalpur. This lake is situated near a fort named Bajnamath, which is popular for its medieval architecture given to it by king Sangram Shah. This king was a renowned Gond ruler and he built many more such masterpieces during the years between 1480 and 1540. The structure situated on the island of lake is in very poor condition.

PROBLEM IDENTIFIED

- Micro biological growth: algae and micro biological growth over walls and ceiling
- Damaged & missing elements
- Wild vegetation growth

RESTORATION OF BUILDINGS

Since the buildings are already in use, it is best preserved by taking measures to ensure stability and structural safety. The approach to its conservation should be
based on sensitive restoration, with due respect to the original materials and the architectural vocabulary. The main aim should be make the building watertight and structurally safe. In any repair/ restoration work, priority should be given to the use of compatible materials of similar composition. Through prompt action, it is possible to make the buildings structurally safe and accessible to users.

The major works identified are as follows:

- Very careful dismantling of damaged building elements and inappropriate addition.
- Separation of serviceable and unserviceable materials
- Stone work for new members where ever required
- Re-assembling of structure
- Filling and grouting of gaps in the structure
- Brick work & lime concreting on dome and roof
- Reconstruction of external Chhajja
- Providing flooring for plinth platform
- Cleaning the structure of any debris or rank vegetation
- Cleaning of surface (Algae, biological growth)
- Providing plinth protection
- Protection layer for expose surfaces (Lime, brick and stone)
- Water proofing work.

End of Document