

भारतीय मानक ब्यूरो

"भारत के विभिन्न राज्यों और केंद्र शासित प्रदेशों में भूमि विकास और भवन निर्माण के नियमों और विनियमों के व्यापक अध्ययन और समीक्षा के लिए तथा भारत के राष्ट्रीय भवन निर्माण संहिता 2016 (एनबीसी 2016) के उपयोग को बढ़ावा देने के लिए मसौदा विनियमों, जो एनबीसी 2016 के प्रावधान के साथ संरेखित किए गए हो, को तैयार करने के लिए
सलाहकार की नियुक्ति
हेतु
प्रस्ताव निवेदन



जनवरी 2019

भारतीय मानक ब्यूरो

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BUREAU OF INDIAN STANDARDS

REQUEST FOR PROPOSAL

FOR

“Appointment of Consultant for Comprehensive Study and Review of Rules & Regulations Governing Land Development and Building Construction in Various States & Union Territories of India and Preparing Draft Regulations which are aligned with Provisions in National Building Code 2016 of India (NBC 2016) to Promote Use of NBC 2016”



JANUARY 2019

Bureau of Indian Standards

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New Delhi 110002

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RFP No. BIS/2018-19/CED 46/Gen-8/RFP

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BUREAU OF INDIAN STANDARDS

REQUEST FOR PROPOSAL

FOR

APPOINTMENT OF CONSULTANT FOR COMPREHENSIVE STUDY AND REVIEW OF RULES & REGULATIONS GOVERNING LAND DEVELOPMENT AND BUILDING CONSTRUCTION IN VARIOUS STATES & UNION TERRITORIES OF INDIA AND PREPARING DRAFT REGULATIONS WHICH ARE ALIGNED WITH PROVISIONS IN NATIONAL BUILDING CODE 2016 OF INDIA (NBC 2016) TO PROMOTE USE OF NBC 2016

Ref No.: BIS/2018-19/CED 46/Gen-8/RFP

Date: 15/01/2019

Bureau of Indian Standards (BIS), the National Standards Body, functioning under Ministry of Consumers Affairs, Food & Public Distribution, Government of India, **Requests for Proposals (RFP) online** from eligible Firms/Consortium of Firms having experience and sound background of consultancy assignments for carrying out work in the **Project for Promotion of Use of National Building Code of India 2016 (NBC 2016) in the States and Union Territories of India**, involving study of existing Rules and Regulations that govern land development and building construction in various States and Union Territories of India and to prepare draft Rules and Regulations which are aligned to the provisions in National Building Code of India 2016 (NBC 2016) to promote use of NBC 2016 by various statutory and regulatory bodies, etc.

Important Information	
Issue of RFP documents	RFP document (providing Notice Inviting Bid, Instructions to Bidders, Terms of Reference, Evaluation Process and Criteria, Annexures and Forms, General Conditions of Contract, Client's Requirements and Scope of Services, etc) can be downloaded from BIS website http://bis.gov.in and Central Public Procurement Portal (CPPP) site, https://eprocure.gov.in/eprocure/app from 15.01.2019 to 12.02.2019 up to 16:00 h.
Bid Security (Exempted for MSEs and Start-ups)	₹5.00 lakhs (Rupees Five lakhs only)
Tender Processing Fee (Non-refundable) (Exempted for MSEs and Start-ups)	₹10,000 (Rupees Ten thousand only)
Last Date & Time of Submission of Bids (Bid due date)	12.02.2019 up to 16:00 h
Date & Time of opening of Bids	14.02.2019 at 11:00 h

For any addendum/corrigendum to the RFP document on any aspect, prospective bidders are requested to visit BIS website and CPPP from time to time.

The BIS reserves the right to reject any or all the bids without assigning any reason.

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DISCLAIMER

The purpose of this RFP is to provide interested parties with information to assist in preparation of their bid.

While BIS has taken due care in the preparation of the information contained herein, and believe it to be complete and accurate, neither the Bureau nor any of its authorities or agencies nor any of their respective officers, employees, agents or advisors give any warranty or make any representations, express or imply as to the exhaustiveness/completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

Respondents to this RFP are required to make their own inquiries/surveys/studies and will be required to confirm, in writing, that they have done so and they did not rely solely on the information provided in RFP.

This RFP is neither an agreement, nor an offer or invitation to perform work of any kind to any party.

BIS reserves the right not to proceed with the Project or to change the scope of the Project, to alter the time-table reflected in this document or to change the process or procedure to be applied. Changes, if any, as may be made in the RFP will be uploaded on the Central Public Procurement Portal (CPPP) and BIS Website, www.bis.gov.in. It also reserves the right to decline to discuss the Project further with any respondent.

No reimbursement of cost of any type on any account will be paid to persons or entities submitting their Bid in response to this RFP.

DEFINITIONS

“**BIS**” shall mean Bureau of Indian Standards having its office at Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi 110002 established under the Bureau of Standards Act, 2016.

“**Assignment Fee**” shall mean the fee to be paid by the Client to the Consultant for providing the services for the Project as per scope of works mentioned in the Contract Agreement.

“**Bid**”/“**Proposal**” shall mean the signed technical or financial offer submitted by the bidder in response to this RFP.

“**Bidder(s)**” shall mean all parties participating in the bidding process pursuant to and in accordance with the terms of the RFP.

“**Bid Security**” shall mean the amount to be deposited by the Bidders with the Bid as per clause 2.6.7

“**Bid Validity**” shall mean the period for which the Bids shall remain valid as per clause 2.6.8.

“**Client**” means BIS, its authorized agency(ies) and assignee(s).

“**Client's Requirements**” means the document named Client’s Requirements, attached in the Volume-3 of RFP.

“**Contract Agreement**” shall mean the agreement to be signed between the Successful Bidder and the Client for the execution of the Project.

“**Consultant**” shall have the same meaning as Successful Bidder with whom the Contract Agreement has been signed.

“**Scope**” means comprehensive study of existing rules and regulations, various other statutory provisions required to be complied with in the field of land development and building construction on pan-India basis, comparing these with provisions as made in the National Building Code of India 2016 (NBC 2016) brought out by BIS, identifying commonalities and differences, preparing draft fresh set of Rules and Regulations which can be considered for adoption by various statutory bodies/Urban Local Bodies/Municipal Bodies/Development Authorities, so that there is generally a similar/uniform framework which governs all building construction activity, which will include planning/construction of fixed assets so that they can be built faster, are safe, efficient, durable, resilient, accessible and sustainable and they are maintained and operated in a manner so that they continue to perform satisfactorily throughout their design life. It shall also include identification of various best practices, which may currently not be part of NBC 2016 and making specific recommendations whether these can be included in the draft Rules and Regulations. The scope shall also include dissemination of the outcome to various statutory/Regulatory bodies through meetings, presentations at various locations. It shall further include creating documentation for an awareness campaign for general public to make them aware of their rights and duties and how they can get better services from authorities and/or professionals they engage, and

creating a simplified booklet on using NBC 2016 which can be used by all stakeholders-faculty members, students and also by professionals.

“Evaluation Committee” shall mean the committee as may be constituted by BIS for evaluation of the bids.

“Consortium of Firms/Consortium” shall mean the consortium/joint venture/association/collaboration formed by the bidder either previously or for the purpose of the Project, as the case may be.

“LOA”/“Letter of Award” shall mean the letter issued by the BIS to the Successful Bidder inviting him to sign the Contract Agreement.

“MSE” shall mean Micro and Small Enterprises.

“Performance Security” shall mean the amount to be paid by the Successful Bidder as per Clause 3.5 of RFP.

“Project” shall mean the Project for Promotion of Use of National Building Code of India 2016 (NBC 2016) in the States and Union Territories of India as per the scope defined above.

“RFP” shall mean the document named “Request for Proposal” invited by BIS from all eligible Firms/Consortium of Firms inviting submission of Bids for the Project.

“₹” means Indian National Rupee (INR).

“Start of Work” shall mean the date of commencement of works by the Consultant as defined in Clause 1.2 of Notice Inviting Bid.

“T-1” shall mean the Bidder who is technically most suitable as per the results of evaluation conducted according to this RFP document.

“Tender Processing Fee” shall mean the amount to be paid by the Bidders with the bid as per Clause 2.6.4.

“Terms of Reference” (TOR) means the document included in the RFP as Section 3 of Volume-1 which explain the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the Assignments/job.

NOTE — All times in this Document refer to Indian Standard Time (IST) [UTC + 05:30]

BACKGROUND

1.1 About BIS and NBC

- 1.1.1 The Bureau of Indian Standards (BIS) was established under the BIS Act, 1986 for the harmonious development of the activities of standardization, marking and quality certification of goods and for matters connected therewith or incidental thereto. A new Bureau of Indian Standards Act, 2016 which was notified on 22nd March 2016, has been brought into force with effect from 12 October 2017 that formally establishes BIS as the National Standards Body of India and reinforces the activities of BIS in respect to standardization and certification of goods, articles, processes, systems and services.
- 1.1.2 The National building Code of India (NBC), a comprehensive building Code, is a national instrument providing guidelines for regulating the building construction activities across the country. The Code was first published in 1970 at the instance of the then Planning Commission and was subsequently revised in 1983 and 2005. The Code has now been revised again as NBC 2016 and formally released on 15 March 2017.

The National Building Code of India is one of the most prestigious publications of BIS which lays down a set of minimum provisions designed to achieve orderly, safe, sustainable and accessible building construction and development. The Code as now published represents the present state of knowledge on various aspects of building construction.

The whole Code is built around four pillars of safety, namely, (i) structural safety, (ii) health safety, (iii) fire safety, and (iv) public safety (encompassing safety during construction and during use of building services), and sustainability. The various provisions of this Code have been specified after checking them against these safety requirements and requirements for sustainable development.

The Code also covers aspects of administrative provisions, development control rules and general building requirements; fire safety requirements; stipulations regarding materials and structural design; structural use of glass; rules for design of electrical installations, lighting, air conditioning and heating, installation of lifts, escalators and moving walks; provisions for ventilation, acoustics, information and communications enabled installations, and plumbing services, such as water supply, drainage, sanitation, solid waste management and gas supply; measures to ensure safety of workers and public during construction; landscape planning and design and rules for erection of signs and outdoor display structures and asset and facility management. The Code contains provisions which can be immediately adopted or enacted for use by various departments, municipal administrations, Urban Local Bodies and various public bodies.

As this Code is intended to help regulate the building construction activity for the whole country, this would be helpful to municipal corporations, municipalities and other local bodies, public works departments and other construction departments and agencies dealing with construction. Therefore, the administrative byelaws and technical provisions, which are required in these regulatory media, are both included in the Code.

1.2 Proposed Work, Aims & Objectives

As the National Building Code of India 2016 (NBC 2016) is intended to serve as a model for adoption by PWDs and other construction departments, local bodies and other construction agencies, the existing PWD codes, municipal byelaws and other regulatory media could either be replaced by NBC 2016 or suitably modified to cater to local conditions.

In the case of municipal corporations, municipalities and other local bodies which are the main agencies to regulate the building activity within their jurisdictions, it is the administrative requirements and byelaw provisions for the health & safety aspects which should mainly constitute the coverage of their byelaws. Guidelines on all these aspects are included in NBC 2016. This information is mainly covered in Part 2 and Part 3 of the Code. As the other parts of the Code are equally valid and important for construction of safe and sustainable buildings and for management of built assets and facilities, these should also be referred to in the byelaws.

In the case of Public Works Departments of the States and Centre, MES, Railways and other government construction agencies who would regulate the construction within their jurisdiction with the help of their handbooks, codes and specifications of works, it is the information contained in Part 0, 4, 5, 6, 7, 8, 9, 10 and 11 of the Code which should mainly be used/adopted to modernize their regulatory media. The PWD specifications and handbooks dealing with the materials specifications and the construction procedures for various items of work, should utilize the provisions given in Parts 5, 7 and 11 of the Code to update these documents. The structural design requirements and procedure for the design and installation of various services, etc. are not covered in detail in the above codes and detailed information on the same is given in Parts 6, 8, 9 and 11 of the Code. Even though the essential contents of the departmental code should be aimed only for the design and construction of the buildings, there are certain planning requirements which should also be included in these codes, which are covered in Parts 3 and 4; depending upon the setup in each department, information from the above parts should be included in their regulations.

The objective of this Project is to improve regulatory mechanisms governing building construction, aligning these to various best practices and provisions existing in NBC 2016 to ensure better, time bound and transparent services to people and help create faster, better, more durable, resilient, accessible and sustainable buildings, generally improve ease of doing business in field of construction.

Aim is also to bring about commonality, where possible, in rules/regulations/acts being followed by various regulatory bodies and to align these regulations to latest developments in the building industry to ensure that the regulatory bodies become more transparent, efficient and people are able to access services of registered construction professionals. This will help in easing of doing business in various geographic areas as there will be sufficient commonality in Rules & Regulations all across the Country.

It is also an aim to identify any conflicts that may exist in various existing rules and suggest how these can be resolved. A major objective of the project is also to develop and frame a set of rules and regulations, which, if adopted by various regulatory bodies, will help improve ease of doing business in case of activities related to construction and allow people to build faster, safer and better buildings.

Another objective is to suggest how various regulatory bodies can integrate collection of verifiable data in the rules and regulations and how Information Technology can be leveraged to assist these bodies.

The Project therefore is intended to first carry out a comprehensive study of existing regulatory/statutory mechanisms, rules and regulations governing land development and building construction in the country, mapping these to the provisions available in NBC 2016 and other best practices and preparing improved standards which can be then presented for adoption by regulatory/statutory bodies to ensure better regulations to obtain safe and more sustainable, efficient and accessible buildings. It also includes dissemination of the outcome to various statutory/Regulatory bodies. It is further intended to create documentation for an awareness campaign for general public to make them aware of their rights and duties and how they can get better services from authorities and/or professionals they engage, and create a simplified booklet on using NBC 2016 which can be used by all stakeholders, faculty members, students and also by professionals.

Volume - 1

**NOTICE INVITING BID
INSTRUCTIONS TO BIDDERS
TERMS OF REFERENCE
EVALUATION PROCESS AND CRITERIA
ANNEXURES AND FORMS**

SECTION 1 NOTICE INVITING BID

1.1 General

BIS Requests for Proposals (RFP) from eligible Firms/Consortium of Firms having experience and sound background of consultancy assignments, **which shall be submitted online through CPPP**, for carrying out a comprehensive study of all existing Rules & Regulations that govern land development and building construction in various parts of the country and to prepare draft Rules & Regulations which are aligned to the provisions in National Building Code of India 2016 (NBC 2016) to promote use of NBC 2016 by various statutory and regulatory bodies, etc and such specific and allied works for promotion of use of NBC 2016 as detailed in the scope of work.

1.2 Important Information

1.2.1 Critical Dates and Other Important Points

Bid Security amount	₹5.00 lakhs (Rupees Five lakhs only)
Tender Processing Fee (Non-refundable)	₹10,000 (Rupees Ten thousand only)
Issue of RFP documents	RFP documents can be downloaded from BIS web site http://bis.gov.in (for reference only) and Central Public Procurement Portal (CPPP) site, https://eprocure.gov.in/eprocure/app from 15.01.2019 to 12.02.2019 up to 16:00 h.
Pre-Bid Meeting	24.01.2019 at 11:00 h at BIS Office, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi 110002
Last date for submission of queries	22.01.2019
Last Date & Time of Submission of Bids (Bid due date)	12.02.2019 up to 16:00 h
Date & Time of opening of Bids	14.02.2019 at 11:00 h
Dates for Bidders to make presentations to the Evaluation Committee	To be intimated later

Last Date and Time of submission of performance security	15 days from issue of LOA
Date and Time of signing of Contract Agreement	30 days from issue of LOA
Commencement of work	Date of signing of Contract Agreement
Completion period of the Work	Projected duration for the completion of the project is Eight (08) months from the date of signing the Contract Agreement. The consultant shall be associated with the project till its completion. Time period for key deliverables is given in Terms of Reference.
Bid Validity	180 days from the last date of submission of bid or any extension thereof.
Address for Communication	<i>Smt Madhurima Madhav Scientist 'C' (Civil Engineering) Bureau of Indian Standards Manak Bhavan, 9, Bahadur Shah Zafar Marg New Delhi 110002</i> <i>Telephone: 011-23608406 Email: madhurima@bis.gov.in</i>

- 1.2.2 RFP documents can be downloaded from BIS web site <http://bis.gov.in> (for reference only) and Central Public Procurement Portal (CPPP) site, <https://eprocure.gov.in/eprocure/app>, from 15.01.2019 to 12.02.2019 up to 16:00 h.

At any time prior to the last date of submission of bids, BIS may amend the RFP document by issuing an addendum/corrigendum by announcing it through its website and CPPP. The addendum/corrigendum shall be binding on all the bidders. To give the Bidders reasonable time in which to take an amendment into account in their bids, the BIS may, if the amendment is substantial, extend the deadline for the submission of bid.

- 1.2.3 Online Bids will be accepted only at CPPP (<https://eprocure.gov.in/eprocure/app>). Bidders shall follow the instructions for online submission of bid as given in **Annex 1**. If any bidder fails to submit online, then the bid shall be treated as “Non-Responsive”.
- 1.2.4 The Bidder shall bear all costs associated with the preparation and submission of their Bid. The Bureau shall, in no case, be responsible or liable for these costs, regardless of the conduct or the outcome of the Bidding process.
- 1.2.5 The language of the Bid shall be in English and all correspondence, etc, shall be in English language. All pages shall be signed and sequentially numbered by the bidders before uploading their bid.

1.3 Significant Points

- 1.3.1 Bidder must not have been blacklisted or debarred or penalized by any State Government, Central Government or any other Public Sector undertaking or a Corporation or any other Autonomous Organization of Central or State Government for breach of Contractual Conditions as on last date of submission of bid.
- 1.3.2 The bidder shall submit his bids in three parts, Technical Cover 1, Technical Cover 2 and Financial Cover 3. The details are provided under Clause 2.6.3 of this RFP Document.
- 1.3.3 Apart from Press Notice, Disclaimer, Definitions and Background, this RFP document consists of:

Volume-1

- Notice Inviting Bid
- Instructions to Bidders (Including Eligibility and Qualifying criteria)
- Terms of Reference
- Evaluation Process and Criteria
- Annexures and Forms

Volume-2

- General Conditions of Contract (GCC)

Volume-3

- Client's Requirements and Scope of Services

- 1.3.4 The Contract shall be governed by the documents listed in Para 1.3.3 above, the integrity pact to be signed by the selected bidder and NBC 2016.
- 1.3.5 Bidders may obtain further information/clarification in respect of these RFP document as per clause 2.5.3 or during the pre-bid meeting to be held as per clauses 1.2 and 2.5.2.

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- 1.3.6 All Bidders are hereby cautioned that Bids containing any material deviation or reservation as described in Clause 2.7.2 of “Instructions to Bidders” shall be considered as non-responsive and shall be summarily rejected.
- 1.3.7 BIS reserves the right to accept or reject any or all Bids without assigning any reasons. No Bidder shall have any cause of action or claim against BIS for rejection of their Bid.
- 1.3.8 *Period of Contract*
- The Bidder shall complete the Project in 08 months from the date of signing the contract agreement.

SECTION 2 INSTRUCTIONS TO BIDDERS

2.1 Important Points

- a) Bids shall be submitted online through at CPPP (<https://eprocure.gov.in/eprocure/app>). If any bidder fails to submit online, then the bid shall be treated as “Non-Responsive”. Bidders shall follow the instructions for online submission of bid as given in **Annex 1**.
- b) Pre-Bid Meeting shall be held on 24.01.2019 at 11:00 h at BIS Office, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi
- c) Date and time of opening of Bid (Clause 1.2 of Notice Inviting Bids) is 14.02.2019 at 11:00 h.
- d) Bid Security as per the Clause 1.2 of Notice Inviting Bids of ₹5.00 Lakhs (Rupees Five Lakhs Only) is to be submitted in accordance with 2.6.7. MSE units and Start-ups are exempted to pay the Bid Security, however, they shall enclose the valid exemption certificate in this regard.
- e) Tender Processing Fee (non-refundable) of ₹10,000/- is to be submitted in accordance with 2.6.4.
- f) Period for which the bid is to be kept valid (Clause 2.6.8) is **180 days** from the last date for submission of bid or any extension thereof.
- g) Date of Start of Work will be reckoned from the date of signing of the Contract Agreement.
- h) Period of completion: 08 months from the date of signing the contract agreement.
- i) Financial bids of only those bidders will be opened who have been technically successful as per the criteria given herein.
- j) CQCBS (Combined Quality Cost Based Selection), with separate marking for technical and financial parameters, would be done for the proposals received against the RFP. The details of CQCBS selection parameters are provided in the RFP.
- k) Deliverables and Timeline: The timeline for the deliverable shall be as given below:

SI No.	Deliverable (to be in consonance with the scope of work as defined in 3.2)	Time from the date of Start of Work (Months)
1	Compilation and study of existing processes, rules and regulations as existing in various States and UTs which govern the land development and building construction, and other statutory provisions which have to be complied with currently, etc	1.5 calendar months from date of signing of Letter of Agreement

2	Classification of the Provisions in various Rules and Regulations as mandatory/recommendatory, identification of commonalities/dissimilarities, conflicts, if any	02 calendar months from date of signing of Agreement
3	Mapping the existing Rules, Regulations, Processes against provisions given in NBC 2016	03 calendar months from date of signing of Agreement
4	Identification of other best practices which may currently not be a part of the existing rules or of NBC 2016, which may be aspirational but will help further the Aim/Objective of this project	04 calendar months from date of signing of Agreement
5	Preparation of a draft revised standardized/model Rules and Regulations aligned with the provisions of NBC 2016, for the consideration of BIS	05 calendar months from date of signing of Agreement
6	Preparing State/UT-wise standardized/model regulatory documents, including such required documents for some metro/mega cities, which can be adopted by various authorities & obtaining approval of BIS as per scope of work	06 calendar months from date of signing of Agreement.
7	Creating pamphlets for an awareness campaign for general public	07 calendar months from date of signing of Agreement.
8	Creating a simplified booklet on using NBC which can be used by all stakeholders- academicians, students and professionals	07 calendar months from date of signing of Agreement.
9	Dissemination to designated States/UTs, the knowledge base created and presenting to them advantages of adopting the same through meetings and workshops	08 calendar months from date of signing of Agreement

- l) Validity Period for Performance Security shall be **6 months** from the date of completion of the project.

2.2 Eligibility to bid

Single firm/consortium of firms (consortium to have maximum of 2 members only) with the firm/members having experience in similar nature of work and fulfilling the eligibility/qualifying requirements mentioned below are hereby invited to submit their proposal online through CPP Portal for participating in Competitive Bidding for this work. Similar nature of work means having done process/management studies and having proposed improvements in the same.

Only those firms/consortium of firms which have not been black listed by any State Government, Central Government or any other Public Sector undertaking or a Corporation or any other Autonomous Organization of Central or State Government for breach of Contractual Conditions as on last date of submission of bid can submit their bid. **Self-Declaration for non-blacklisting** (duly signed by the authorized signatory) shall be submitted by the bidder. In case of Consortium, relevant certificates will be required from both the partners).

2.2.1 Interested National/foreign independent legal entities/Consortia having a **registered office** in India meeting the following eligibility criteria may submit their proposal:

- a. Having experience of carrying out **at least three** consultancy assignments of comprehensive study of management processes, as exist under various bodies/firms and creating improved processes/standards which resulted in better services being rendered to recipients of the services being offered by the bodies under a single Work Order, in the last Five years (ending previous day to the day on which the RFP is invited). The proposal shall include the following as a proof of meeting the above qualifying criteria:
 - The completion certificate of the work(s) issued by the client shall be submitted along with RFP documents by the bidder. **(Form T-1B)**.
 - Firms shall also enclose copies of the Agreement/contracts entered into for the qualifying works or enclose copies of letters of award for the works duly certified (clearly mentioning the scope of the work handled by the sole firm/member of the consortium).
 - The above documents shall be duly authenticated. The Certifying Authority shall not be below the rank of Under Secretary for Government works and for Private Works a person holding valid Power of Attorney/Authorized signatory duly authorized to do so.
 - Scope of works of firms in above works should include (1) Study of processes, (2) Proposing of improved processes, (3) Introduction of/Improvement in IT enabled processes, and (4) Aligning the processes to best practices.
- b. Single firm/consortium of firms (Turnover of each member of consortium will be accounted for to arrive average annual financial turnover of consortium) having **average annual financial turnover, from consultancy assignments, of ₹ 05.00 crores (Rupees Five crores only)** (or equivalent US dollars as per exchange rate on the date of publication of RFP) in immediate preceding five financial years as applicable.
- c. In case of a consortium, each member shall have a minimum turnover, from consultancy assignments, of ₹ 2.50 crores **(Rupees Two crores fifty lakhs only)**

(or equivalent US dollars as per exchange rate on the date of publication of RFP) as average annual consultancy turnover in immediate preceding five financial years as applicable.

- d. Single Firm or member of consortium of firms must have past experience of executing similar nature of work as a single firm or as a member of consortium. The past experience should be in the name of the Single firm/Consortium/member of consortium.
- e. Experience and financial turnover of sub-consultants resources will not be considered for meeting the Qualifying financial/experience requirements and criteria.
- f. Own works shall not be considered for prequalification.
- g. In case of assignments completed abroad, the firm is required to submit completion certificate duly authenticated/ verified by the Indian mission/ embassy of the said place/country.
- h. Each member of the consortium shall be jointly and severally responsible (declaration to this effect to be submitted along with the RFP).
- i. The Bidders shall upload documentary evidence for all eligibility conditions mentioned in the RFP.

2.3 Disqualification

Even if a Bidder meets the criteria in clause 2.2, BIS may order disqualification of the Bidder if,

- a. The Bidder has:
 - i. Made misleading or false representations in the forms, statements and attachments submitted; or
 - ii. The Bidder has been blacklisted or debarred by any Government Agency even if this has happened after submission of this RFP; or
 - iii. The Bidder resorts to unethical practices or on whom investigation/enquiry proceedings have been initiated by Government investigating Agencies/Vigilance Cell; or
 - iv. The Bidder has submitted more than one Bid for the same work.
- b. No Bidder either individually or as part of a Consortium shall submit more than one proposal for the Assignment. A bidder, applying either individually or as part of a Consortium/Joint Venture shall not be entitled to submit another proposal either individually or as a member of any consortium, as the case may be.

2.4 Norms for Consortium of Firms

- 2.4.1 In cases where the Bidders are Consortium of Firms, they would need to comply with the following additional requirements:

- i. Unless the parties are shareholders in a Joint Venture which is an existing corporate entity constituted under the Companies Act, 2013, as on the date of submission of Bids, the parties shall enter into a Memorandum of Understanding (the “MoU”) for the purpose of making the Application/Proposal/Bid. The MoU shall, *inter-alia*, also convey the intent of formation of a Company (on award of the work) as per the Companies Act, 2013. It would be this Company which would enter into the Contract with the Client and subsequently carry out all the responsibilities as mentioned in the Contract, in case the Consortium is declared as the Successful Bidder. The MoU shall also clearly outline the proposed roles and responsibilities of each member at each stage in the lifecycle of the Project.
- ii. A copy of the MoU or the existing Shareholders’ agreement (providing the details as required from the MoU) as the case may be shall be submitted along with the Proposal/Bid. The MoU should contain the above requirements failing which, the Proposal/Bid shall be declared as non-responsive and summarily rejected. The MoU, or the Shareholders’ Agreement as the case may be, shall be governed by the laws, rules and regulations of India and would be subject to jurisdiction of Indian Courts only.
- iii. Members of the Consortium shall nominate one member as the Lead Member. The nomination shall be supported by a Power of Attorney as per **Form 3** and should be signed by both the members.
- iv. All the members of the Consortium shall be jointly and severally liable for the execution of the Project.

2.5 RFP Documents

2.5.1 Contents of RFP Documents

RFP Document shall consist of the documents listed in Clause 1.3.3 of Notice Inviting Bids along with any schedules, addendum or corrigendum etc issued by BIS for the purpose.

2.5.2 Pre-Bid Meeting

BIS shall conduct a pre-bid meeting at the time and venue mentioned in Clause 1.2 of Notice Inviting Bid to answer any queries the Bidders may have in connection with the Project and to give them relevant information regarding the same.

2.5.3 Clarifications on RFP Document

- i. From the time the bids are opened to the time the contract is awarded, the bidders should not contact BIS except for seeking clarification which shall be through the e-procurement portal. Any effort by the agencies to influence BIS in the evaluation, ranking of bids and recommendation for award of contract may result in the rejection of the agency’s bid.

- ii. Bidders can request for clarifications on any clause of the RFP document which shall be through the e- procurement portal only, on or before the deadline mentioned in Clause 1.2 of Notice Inviting Bid. Bidders may also seek clarifications during the pre-bid meeting scheduled as per clause 2.5.2. Bidders seeking clarification(s) online may also intimate regarding attending the pre-bid meeting in their request.
- iii. Bidder seeking clarifications must upload their queries in below mentioned format on CPPP before the last date of submission of queries:

RFP for “Project for Promotion of Use of National Building Code of India 2016 (NBC 2016) in the States and Union Territories of India”

RFP No. : BIS/2018-19/CED 46/Gen-8/RFP

Ref No.: -----

Dated _____

Name of Agency _____

Table 5: Query Format

Sl No.	Page No. of RFP	Section	Clause	RFP Statement	Query	Response/ Clarification

- iv. BIS will discuss the queries raised on the CPPP in the Pre Bid Meeting. BIS’ response (including explanations to the queries received but without identifying the source of inquiry) will be uploaded on the CPPP and BIS website. Should the BIS deem it necessary to amend the RFP as a result of a clarification, it will do so following the procedure given in clause 2.5.4.

2.5.4 Amendments to the RFP Document

- i. At any time prior to the deadline for the submission of Bids, BIS may, for any reason, whether at its own initiative or in response to a clarification or query raised by a prospective Bidder, modify the RFP by an amendment notice.
- ii. The said amendment in the form of an addendum/corrigendum would be uploaded by BIS on CPP portal and BIS website, www.bis.gov.in. This communication shall be binding upon all Bidders.
- iii. In order to allow Bidders reasonable time for preparing their Bids after taking into account such amendments, BIS may, at its discretion, extend the deadline for the submission of Bids.

2.6 Preparation of Bid

2.6.1 Bidders responsibility

- i. The Bidder is solely responsible for the preparation of Bids and details therein.
- ii. The Bidder is expected to examine carefully all the contents of RFP as mentioned in Sub-Clause 1.3.3 of Notice Inviting Bid including instructions, conditions, forms, terms of reference, client's requirements, etc and factor the same into his Bid. Failure to comply with the requirements as detailed in these documents shall be at the Bidders' own risk. Bids which are not responsive to the requirements of RFP will be rejected.
- iii. The Bidder shall be deemed to have reviewed the scope and its extent and taken into account all relevant factors pertaining to the scope in the preparation and submission of the Bid.
- iv. The Bidder shall bear all costs associated with the preparation and submission of his Bid and BIS will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Bidding process.

2.6.2 Visits to various offices for collection/purchase & understanding of processes

- i. The Bidder is advised to visit and examine the existing systems, regulatory processes being followed in at least some of the locations to understand the project, at his/their cost and obtain all information that they may deem necessary for preparing the Bid and executing the Project. Any expenditure towards preparation and presentation of bids, etc shall be borne by the bidders at his/ their own cost.
- ii. BIS shall not be liable for such costs, regardless of the outcome of the selection process and no reimbursement of whatsoever nature in this regard shall be made by BIS.

2.6.3 Documents Comprising the Bid

The Bidders shall submit their bids in three parts, Technical Cover 1, Technical Cover 2 and Financial Cover 3. All the pages of bid being submitted must be sequentially numbered by the bidder irrespective of nature of content of the documents before uploading.

The Technical Cover 1 shall consist of information conforming responsiveness and other information from Bidders as required under this RFP and Technical Cover 2 shall consist of the Technical Bid.

(I) Technical Cover 1 shall comprise the following:

- a) Signed and scanned copy of Form of Bid, as per **Form 1**.
- b) Checklist for the enclosed documents as per the format attached as **Annex 2**.

- c) Scanned copy of Account Payee Demand Draft/Banker's Cheque/Pay order for Tender Processing Fee as per clause 2.6.4. Original to be submitted physically, latest by the last date and time of submission of bid as mentioned in clause 1.2.
- d) Scanned copy of Account Payee Demand Draft/ Fixed Deposit Receipt/Banker's Cheque/Pay order towards Bid Security as per clause 2.6.7. Original to be submitted physically, latest by the last date and time of submission of bid as mentioned in clause 1.2.
- e) In case of MSEs and Start-ups, valid certificate as proof of exemption from Tender Processing fees and Bid Security (see clauses 2.6.4 and 2.6.7).
- f) Registration/Incorporation Certificate as a documentary proof of having a registered office in India.
- g) Undertaking on letter head of Bidder of not having been found guilty of any criminal offence by any Court of law.
- h) Undertaking on letter head of Bidder of not having a conflict of interest in the assignment as specified in the RFP document.
- i) Undertaking on letter head for complying with the code of integrity.
- j) Undertaking on letter head to sign integrity pact with BIS.
- k) Attested copy of Goods & Service Tax Registration (GST) registration.
- l) Attested copy of PAN No. Registration.
- m) Power of Attorney as per **Form 2** (in favour of the authorized signatory of the Bidder) to submit Bid.
- n) In case of a Consortium of Firms, as explained in Clause 2.4, Power of Attorney in favour of the lead member as per **Form 3**.
- o) In case of a Consortium of Firms, Memorandum of Understanding (MOU) as explained in Clause 2.4.
- p) Self-Declaration on letter head of not having being blacklisted (duly signed by the authorized signatory). In case of Consortium, relevant certificate will be submitted by both the partners.
- q) Initialed RFP document as listed in Clause 1.3.3.
- r) Documentation of Experience of successfully completing projects of similar nature in the **Form T-1A** meeting the eligibility criteria as per Clause 2.2 above, and as per **Form T-1B**.
- s) **Form T-1B(1)**, Details of Projects completed in the Last Five Years meeting the eligibility criteria as per Clause 2.2.
- t) **Form T-1B(2)**, Details of Projects under progress.
- u) Financial Information in **Form T-1C**.

The Firm is required to submit certificate of completion of assignments from the respective Clients as a proof of meeting the Eligibility criteria stipulated under Clause 2.2 (**Form T-1B**). Own works/Self-Certification of the firms shall not be considered for prequalification.

In case of assignments completed abroad, the firm is required to submit completion certificate duly authenticated/verified by the Indian Mission/Embassy of the said place/country.

Wherever sought during evaluation by BIS, the Bidder should validate the data provided as above using suitable documentary evidence such as client certificates, audited balance sheets, annual reports etc, clearly giving the reference to the evidence against the relevant portion.

(II) Technical Cover 2 shall comprise the following:

(a) Technical Bid

The Bid should be prepared keeping in mind the evaluation criteria defined in Section 4 and should cover in detail the following:

- i. Bidder's understanding and comprehension of the work involved.
- ii. The approach and methodology proposed for carrying out the services covered in the scope of work to be submitted as prescribed in **Form T-2A**.
- iii. Bidders understanding of regulatory processes as exist, variations as may exist and the impact of these on time, quality, sustainability of building construction activities, etc.
- iv. Bidders understanding of shortcomings of existing processes & fields where there is scope to improve.
- v. Bidders understanding of the status of NBC 2016 and how promotion of the use of the various provisions of NBC 2016 can help improve services being rendered and help create better building stock.

(b) Organizational Capability – Proposed team for the assignment

- i. Number of proposed technical staff in **Form T-2B**.
- ii. Academic qualification of the staff in **Form T-2B**.
- iii. Relevant work experience of the proposed staff in the **Form T-2B**.

In addition to the above, the following information shall also be furnished in Technical Cover 2:

- a) An organization chart for the project with roles and responsibilities of each key staff member (identified by name), within the overall work programme.

- b) The Bidder shall clearly demonstrate the capabilities of the team leader in the preparation of the improved processes by giving examples and details of such projects and work done in previous Projects. Bidder shall be asked to make a presentation of the project(s) already executed to demonstrate their capabilities.

NOTES

1. The list of documents has been prepared mainly for the convenience of the Bidders and any omission on the part of BIS shall not absolve the Bidder of his responsibility of reading and understanding the various clauses in the RFP including the specifications and to submit all the details specifically called for (or implied) in those clauses.
2. All documents issued for the purpose of bidding as described in Clause 1.3.3 of Notice Inviting Bid and any amendments issued in accordance with Clause 2.5.4 shall be deemed as incorporated in the Bid.

III. **Financial Cover 3** shall comprise the following:

- i. The following shall be furnished by the Bidder as the Financial Bid as per the RFP document:
 - a) Cover letter (**Form F-1**); and
 - b) Price Bid in form of BOQ.xls. (**Form F-2**).

Financial bid submitted in any other format will stand disqualified and rejected.

- ii. The Bidder shall fill up the price as per format in the **Form F-2**. The bid price should be total all-inclusive lump sum price in Indian Rupees only so as to include all costs associated with the Project including any out of pocket/mobilization expenses, office expenses and GST as applicable till the date of receipt of bid. In case Government levies/modifies any tax subsequently, the same will be adjusted plus/minus as the case may be. The bidder has to ensure that the above bid amount quoted is inclusive of all manpower support required for the project execution and continuous support during the entire contract period.
- iii. The Financial bid should be submitted online only in CPPP (<https://eprocure.gov.in/eprocure/app>). No hard copy of financial Bid shall be submitted.
- iv. The price should not be indicated in any of the document enclosed in Technical Cover 1 or Technical Cover 2. Non-compliance shall entail rejection of the bid.
- v. Bids containing any conditions in the Financial Bid shall be summarily rejected.

Any addition, modification, alteration, etc, if observed in any of the bid documents containing all volume (all parts) at any stage, the bid shall be summarily rejected.

2.6.4 Tender Processing Fees

- i. The Bidder shall pay a Tender Processing Fee of ₹10,000.00 (Rupees Ten thousand only) through an Account Payee Demand Draft/Banker's Cheque/Pay Order (non-refundable) drawn in favour of "Bureau of Indian Standards", payable at New Delhi. MSE units and Start-ups are exempted from submitting the tender processing fee for which they shall submit valid MSE certificate/Start-up recognition certificate from Department of Industrial Policy and Promotion (DIPP) as proof of exemption.
- ii. Scanned copy of the Tender Processing Fee or the relevant certificate for exemption in case of MSEs and Start-ups shall be uploaded online at the time of online submission of bid in the Technical Cover 1 and original Bid Security shall be submitted to the address of communication given at clause 1.2, latest by the last date of bid submission as mentioned in clause 1.2. The above document shall be submitted in an envelope duly superscribed **"Tender processing Fee for Appointment of Consultant for the Project for Promotion of Use of National Building Code of India 2016 (NBC 2016) in the States and Union Territories of India"**, along with the Name and address of the Bidder.
- iii. Any Bid for which tender processing fees as in Sl No. (ii) is not received in BIS before the last date and time of submission of bid shall be summarily rejected and shall not be considered for further evaluation/selection.

2.6.5 Language of Bid

The Bid and all related correspondence and documents relating to the Project shall be written in English language. Supporting documents and printed literature furnished by the Bidder in any other language can be submitted, provided they are accompanied by an accurate English translation. Any material that is submitted in a language other than English and which is not accompanied by an accurate English translation will not be considered.

2.6.6 Currency

All the payments for the Project shall be made in Indian Rupees only.

2.6.7 Bid Security

- i. The Bidder shall furnish, as Bid Security, an amount of ₹5,00,000.00 (Rupees Five Lakhs only) as mentioned in Clause 1.2 of Notice Inviting Bid. MSE units and Start-ups are exempted from submitting the Bid Security for which they shall submit valid MSE certificate/Start-up recognition certificate from DIPP as proof of exemption.
- ii. The Bid Security shall be in the form of an Account Payee Demand Draft/Fixed Deposit Receipt/Banker's Cheque/Pay order issued by Scheduled Commercial Bank in India in favour of "Bureau of Indian Standards", payable at New Delhi. The said Account Payee Demand Draft/Fixed Deposit Receipt/Banker's Cheque/Pay order shall be irrevocable and operative for a

period not less than 45 days beyond the validity of the Bid (i.e. 225 days from the last date of submission of Bids as per Clause 1.2 of Notice Inviting Bid or extended date thereof).

- iii. No bank guarantee will be accepted in lieu of the Bid Security.
- iv. Scanned copy of Bid Security or the relevant certificate for exemption in case of MSEs and Start-ups shall be uploaded online at the time of online submission of bid in the Technical Cover 1 and original Bid Security shall be submitted to the address of communication given at clause 1.2, latest by the last date of bid submission as mentioned in clause 1.2. **The above document shall be submitted in an envelope duly superscribed “Bid Security for Appointment of Consultant for the Project for Promotion of Use of National Building Code of India 2016 (NBC 2016) in the States and Union Territories of India”,** along with the Name and address of the Bidder.
- v. Any Bid for which Original Bid Security as in Sl No. (iv) is not received in BIS before the last date and time of submission of bid shall be summarily rejected and shall not be considered for further evaluation/selection.
- vi. The Bid security of unsuccessful Bidders shall be discharged/returned by BIS as promptly as possible, after the expiration of the Bid Validity as defined in Clause 2.6.8 or within 30 days from the date of signing of agreement with the successful bidder.
- vii. The Bid Security of the Successful Bidder shall be returned upon the Successful Bidder executing the Contract Agreement with the Client and on submission of Performance Security, as mentioned in Clause 3.5 of Terms of Reference.
- viii. No interest shall be payable for the sum deposited as Bid Security.
- ix. The Bid Security shall be forfeited:
 - a. if a Bidder withdraws his Bid during the period of Bid Validity, or
 - b. in the case of the Successful Bidder,
 - I. The necessary Performance Security for performance is not furnished as per Clause 3.5, and/or
 - II. The Contract Agreement is not signed within the time limit specified in Clause 2.8.2.
 - c. The Bidder tries to influence the Bid process/employees of BIS/members of Evaluation Committee in any manner or breaches standards of ethics as per Clause 2.11

2.6.8 *Bid Validity*

Bids shall be valid for a period of 180 days from the last date of submission of bid or any extension thereof. BIS reserves the right to reject any Bid, which does not meet this requirement.

2.6.9 *Extension of Bid Validity*

Prior to the expiry of the original Bid Validity Period, BIS may request Bidders to extend the Bid Validity Period for a specified additional period. In case the bidder extends the bid validity, the bidder shall also extend the validity of the Bid Security accordingly.

2.6.10 *Format and Signing of Bid*

- i. Bid documents of Technical Cover 1, Technical Cover 2 and Financial Cover 3 shall be stamped and signed on all pages by a person duly authorized to sign Bid documents. The authorized person shall also sign scan and upload the “Form of Bid” as per **Form 1**. The signed Bid documents shall be marked “ORIGINAL”. The Bidder shall also submit a power of attorney authorizing the person signing the documents in accordance with Clause 2.6.14 of the Instruction to Bidders. The authorized person shall scan and upload the bid documents.
- ii. Entries to be filled in by the Bidder shall be typed or written in indelible ink.
- iii. The Bid shall be without alterations, overwriting, interlineations or erasures except those to accord with instructions issued by BIS, or as necessary to correct errors made by the Bidder. All amendments/corrections shall be initialed by the person or persons signing the Bid.
- iv. All witnesses and sureties shall be persons of status and probity and their full names, occupations and addresses shall be written below their signatures.

2.6.11 *Submission of Bids*

- i. The bidders are required to submit soft copies of their bids electronically on the CPPP, using valid Digital Signature Certificates. Bidders are advised to follow the instructions provided in the ‘Instructions to the Contractors/Bidder for the e-submission of the bids online through the Central Public Procurement Portal for e-procurement as given in **Annex 1**. More information useful for submitting online bids on the CPP Portal may be obtained at <https://eprocure.gov.in/eprocure/app>.
- ii. Bidders should note that the bid (comprising Technical Cover 1, Technical Cover 2 and Financial Cover 3) should be submitted online before the last date and time for submission of completed Bids as given in Clause 1.2 of Notice Inviting Bids.

- iii. Bid documents may be scanned with minimum 100 dpi with black and white option which helps in reducing size of the scanned document.
- iv. Bidder who has downloaded the tender from the BIS website and CPPP shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tampered/modified in any manner, bid will be completely rejected and Bid Security would be forfeited and Bidder may be banned from doing business with BIS.
- v. Any Indication of 'Quoted Price' in the online technical Bid documents/hard copies of the bid documents submitted to BIS as per Sl No. (iii) above shall lead to rejection of the bid outright. For evaluation purpose the uploaded offer documents will be treated as authentic and final.
- vi. The last date and time for submission of completed Bids is given in Clause 1.2 of Notice Inviting Bids. BIS may, at their discretion, extend this date, in which case all rights and obligations of the BIS and the Bidder shall thereafter be subject to the new deadline as extended. If such nominated/extended date for submission of Bid is subsequently declared as a Public Holiday, the next official **working day shall be deemed as the date for submission of Bid.**

2.6.12 Modifications/Withdrawal of Bids

Bidder can modify the bid online before bid submission date and time. Once bid is withdrawn by the bidder then he will not be able to submit the bid again.

2.6.13 Bid Due Date

- i. Bids should be submitted online before the stipulated date and time as specified in Clause 1.2 of Notice Inviting Bid.
- ii. BIS may at its sole discretion, extend the Bid due date by issuing an addendum in accordance with Clause 2.5.4.

2.6.14 Power of Attorney

- i. Bidders shall submit, along with Technical Cover 1, Power of Attorney as per **Form 2**, on a duly notarized stamp paper of an appropriate value, in favour of the person signing the Bid documents. The said authority shall also include authority to make corrections/modifications and interacting with BIS and for acting as the contact person.
- ii. In case of a Consortium of Firms, the parties shall also submit a Power of Attorney as per **Form 3** for the appointment of the lead member in accordance with Clause 2.4 on a duly notarized stamp paper. The lead member should authorize the authorized signatory of the Consortium of Firms.

2.7 Bid Opening and Evaluation

2.7.1 Bid Opening

- i. Bids will be opened as per date/time as mentioned in Clause 1.2. If such nominated date for opening of the Bid is subsequently declared as a public holiday, the next official working day shall be deemed as the date of opening of the Bid.
- ii. Bidders can participate in the bid opening process online at the scheduled time by logging in to the CPPP portal.
- iii. The Bids which do not comply with one or more of the foregoing instructions may not be considered.
- iv. On opening of Bid envelope, the Bids will be examined to see if they are complete, and contain all documents as mentioned in Clause 2.6.3. If the documents do not meet the requirements of the RFP, a note will be recorded accordingly by BIS and the said Bidder's Proposal may not be considered for further processing/evaluation.
- v. The Bidder's name, the presence or absence of the requisite Bid Security, etc and such other details as BIS or their authorized representative, at his discretion, may consider appropriate will be uploaded at the time of Bid opening.
- vi. After online opening of Technical Cover 1, the results of responsiveness of bids after evaluating the same in accordance with 2.7.2 will be uploaded on CPPP.
- vii. Technical Cover 2 of only those bidder shall be opened whose Bid Security, Tender Processing Fee are found in order and who also meet the minimum qualification/eligibility Criteria as given at Clause 2.2, at a later date which shall be informed to the bidders.
- viii. The original copy of the technical bid shall be prepared in indelible ink and shall be signed by the bidders authorized representative. The representative's authorization shall be confirmed by a written power of attorney accompanying the proposal. The authorized person or persons signing the proposal shall initial all pages of the proposal.
- ix. The bid shall contain no interlineations or overwriting except as necessary to correct errors made by the bidders themselves. The authorized person or persons signing the proposal shall initial any such corrections.
- x. The bid shall be valid for a period of 180 days from the last date of its submission or any extension thereof.

2.7.2 Determination of Responsiveness

- i. Prior to the detailed evaluation of the Bids, BIS will determine whether each Bid is responsive to the requirements of the RFP.
- ii. For the purpose of this Clause, a responsive Bid is one which
 - a. is received by the Bid due date and time as per Clause 1.2 of Notice Inviting Bids including any extension thereof, if any.
 - b. is signed and submitted as stipulated in Clauses 2.6.10 and 2.6.11.
 - c. is accompanied by the Power(s) of Attorney as specified in Clause 2.6.14.
 - d. contains all the information as requested in the RFP and in the required formats as specified in this RFP.
 - e. is valid for the validity period as set out in Clauses 2.6.8 to 2.6.9.
 - f. is accompanied by the required tender processing fee for the RFP as set out in Clause 2.6.4.
 - g. is accompanied by the Bid Security as set out in Clause 2.6.7.
 - h. In case of MSEs and Start-Ups, is accompanied with a valid MSE certificate/Start-up recognition certificate from DIPP as proof of exemption from Tender Processing fees and Bid Security.
 - i. is accompanied with a Self-Declaration on letter head of Bidder of not having being blacklisted (duly signed by the authorized signatory). In case of Consortium, relevant certificate will be submitted by both the partners.
 - j. Valid Registration/Incorporation Certificate as a documentary proof of having a registered office in India.
 - k. Undertaking on letter head of Bidder of not having been found guilty of any criminal offence by any Court of law.
 - l. Undertaking on letter head of Bidder of not having a conflict of interest in the assignment as specified in the RFP document.
 - m. Undertaking on letter head for complying with the code of integrity.
 - n. Undertaking on letter head to sign the integrity pact with BIS.
 - o. Attested copy of Goods & Service Tax Registration (GST) registration.
 - p. Attested copy of PAN No. Registration.
 - q. Power of Attorney as per **Form 2** (in favour of the authorized signatory of the Bidder) to submit Bid.
 - r. In case of a Consortium of Firms, as explained in Clause 2.4, Power of Attorney in favour of the lead member as per **Form 3**.

- s. In case of a Consortium of Firms, Memorandum of Understanding (MOU) as explained in Clause 2.4.
- t. conforms to all the terms, conditions and specifications of RFP without material deviation or reservation. “Deviation” may include exceptions and exclusions. A material deviation or reservation is one which affects in any substantial way the scope, quality, performance or administration of the works to be undertaken by the Bidder under the Contract Agreement, or which limits in any substantial way, Client’s rights or the Bidders obligations under the Contract as provided for in the RFP and/or is of an essential condition, the rectification of which would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids at reasonable price.
- iii. If a Bid is not substantially responsive to the requirement of the RFP, it will be rejected by BIS. The decision of the BIS as to which Bids are not substantially responsive shall be final.

2.7.3 *Evaluation of Bids*

- i. BIS would subsequently examine and evaluate Bids in accordance with the criteria set out in Section 4.
- ii. BIS reserves the right to reject any Bid if,
 - a. At any time, a material misrepresentation is made or uncovered; or
 - b. The Bidder does not respond within the stipulated time to requests for supplemental information required for the evaluation of the Bid.

2.7.4 *Clarification of Bids*

Evaluation of technical covers submitted by Bidders shall be undertaken based on the details submitted in the technical bid only. Bidder shall not be allowed to submit on their own, additional information or material subsequent to the last date and time of submission of bid, and such material if submitted will be disregarded. It is therefore essential that all the details are submitted online by the Bidder accurately and specifically in their technical bid avoiding ambiguous answers. However, BIS reserves the right to seek any clarification from Bidders for details submitted with technical bid.

2.7.5 *Confidentiality*

- i. Except the public opening of Bid, the information relating to the examination, clarification, evaluation and comparison of Bids and recommendations concerning the award of the Contract shall not be disclosed to Bidders or other persons.
- ii. Any effort by a Bidder to influence the employees of BIS/members of Evaluation Committee in the process of examination, clarification, evaluation and comparison of Bids and in decisions concerning award of contract, shall result in the rejection of their Bid.

2.8 Award of Contract

2.8.1 Notification of Award

- i. Prior to the expiry of the period of Bid Validity, BIS will notify the successful Bidder through CPPP, to be confirmed in writing by registered post/speed post/by courier. This letter (hereinafter and in the Conditions of Contract called 'the Letter of Award') shall mention the sum which BIS will pay to the Consultant in consideration of the work performed by the Consultant as prescribed by the Contract (hereinafter and in the conditions of Contract Agreement called 'the Assignment Fee') to the satisfaction of the Client. No correspondence will be entertained by BIS from the unsuccessful Bidders.
- ii. The Letter of Award shall constitute a part of the contract.
- iii. Upon submission of Performance Security by the successful Bidder as per clause 3.5, BIS will promptly notify the unsuccessful Bidders and discharge/return their Bid securities within 30 days from the date of signing of agreement with the successful bidder.

2.8.2 Signing of Agreement

- i. BIS shall prepare the Agreement as per **Form 5** included in this Document, duly incorporating all the terms of agreement between the two parties. Within 30 days from the date of issue of the Letter of Award, the successful Bidder will be required to execute the Contract Agreement.
- ii. The Successful Bidder shall submit Performance Security as per clause 3.5 within a period of 15 days from the date of issue of the Letter of Award.
- iii. One copy of the Agreement duly signed by the Client and the Consultant through their authorized signatories will be supplied by the Client to the Consultant.
- iv. In case Successful Bidder does not sign the Contract with the Client, the Client reserves the right to retender the project.
- v. The agreement may be suitably amended with the mutual consent during currency of the contract.

2.9 Conflict of Interest

2.9.1 Client requires that the selected Consultant provides professional, objective, and impartial advice and at all times hold the Client's interests paramount, strictly avoid conflicts with other Assignment/jobs or their own corporate interests and act without any consideration for future work.

2.9.2 Without limitation on the generality of the foregoing, Consultant, and any of his affiliates, shall be considered to have a conflict of interest and shall not be hired, under any of the circumstances set forth below:

-
- (i) **Conflicting activities;** A firm that has been engaged by the Client to provide goods, works or Assignment/job other than consulting assignment/job for a project, and any of its affiliates, shall be disqualified from providing consulting assignment/job related to those goods, works or Assignment/job. Conversely, a firm hired to provide consulting assignment/job for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or assignment/job other than consulting assignment/job resulting from or directly related to the firm's consulting assignment/job. Other than consulting assignment/job are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.
- (ii) **Conflicting assignment/job;** A Consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any Assignment/job that, by its nature, may be in conflict with another Assignment/job of the Consultant to be executed for the same or for another Client. For example, a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Consultant assisting a Client in the privatization of public assets shall not purchase, nor advise purchasers of, such assets. Similarly, a Consultant hired to prepare Terms of Reference for an Assignment/Job should not be hired for the assignment/job in question.
- (iii) **Conflicting relationships;** A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Client's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment/job, (ii) the selection process for such assignment./job, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Client throughout the selection process and the execution of the Contract.
- (iv) The Consultant has an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of BIS, or that may reasonably be perceived as having this effect. Any such disclosure shall be made as per the forms of technical proposal provided herewith. If the Consultant fails to disclose said situations and if the BIS comes to know about any such situation at any time, it may lead to the disqualification of the Consultant during bidding process or the termination of its contract during execution of the assignment.

2.10 Employment of Officers/ Retired Officers of BIS

The Bidder(s), either at Proposal stage or during the execution stage shall not employ or attempt to employ any staff from current or past employees including retired employees of BIS in any capacity unless such employee has completed at least two years post retirement/ resignation or had obtained a 'No Objection Certificate' specific to this effect from BIS as the case may be.

2.11 Standards of ethics

The Client desires that the Consultants should observe the highest standards of ethics during the selection and execution of such contracts.

- a) In pursuance of the above objective, this policy defines, the terms set forth as below:

“corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the selection process or in contract execution;

“fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;

“collusive practice” means a scheme or arrangement between two or more Consultants, with or without the knowledge of the Client, designed to establish prices at artificial noncompetitive levels; and

“coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.

- b) It is further provided that,
- (i) The Client will reject a bid for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question; and
 - (ii) The Client will declare a bidder ineligible, either indefinitely or for a stated period of time, to be awarded a Government contract if it at any time determines that the bidder has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract.

2.12 Client's right to accept any Bid and to reject any or all Bids

Notwithstanding anything above, BIS reserves the right to accept or reject any Bid at any time prior to award of Contract without thereby incurring any liability to

the affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders about the grounds for BIS's action.

BIS reserves the right to cancel/annul the selection process, at any stage prior to the award of the Contract, in larger public interest, on account of the following:

- a. in case no Bid is received.;
- b. occurrence of any event due to which it is not possible to proceed with the selection process;
- c. an evidence of a possible collaboration/mischief on part of Bidders, impacting the competition, objectivity and transparency of the selection process;
- d. it is discovered that Bidders have breached standard of ethics as per clause 2.11; or
- e. any other reason, which in the opinion of the Client necessitates the cancellation of the selection process.

On occurrence of any such event, BIS shall notify all the Bidders within 7 days of such decision. BIS shall also promptly return the Bid Security submitted by the Bidders, within 15 days of issue of such notice. BIS is not obligated to provide any reason or clarification to any Bidder on this account. BIS's liability under this clause is restricted to returning the Bid Security and no other reimbursements of costs/expenses of any type shall be made by the Client on this account.

The BIS further reserves the right to abandon the project or to retender the process or get the work done by a Government agency or Quasi Government agency if the bids received are not acceptable due to reasons in sub clauses (a) to (d) above or for any other reason.

SECTION 3 TERMS OF REFERENCE

3.1 Purpose of the Assignment

BIS intends to select a Consultant for providing consultancy for carrying out comprehensive study of existing regulatory/statutory mechanisms, rules and regulations governing land development and building construction in the country, mapping these to the provisions available in National Building Code of India 2016 (NBC 2016) and other best practices and preparing improved standards which can be then presented for adoption by regulatory/statutory bodies to ensure better regulations to obtain more safe, sustainable, efficient and accessible buildings. It also includes dissemination of the outcome to various statutory/Regulatory bodies. It is further intended to create documentation for an awareness campaign for general public to make them aware of their rights and duties and how they can get better services from authorities and/or professionals they engage, and create a simplified booklet on using NBC 2016 which can be used by all stakeholders- faculty members, students and also by professionals.

The Consultant shall be associated with BIS and shall be responsible for services as mentioned in the scope of work as per clause 3.2 of Terms of Reference.

3.2 Scope of work

The Consultant shall provide Comprehensive Consultancy by carrying out study of existing regulatory processes governing land development and giving approval for construction of buildings, construction activity per se and make recommendations in the form of improved rules and regulatory framework promoting use of NBC 2016 which in turn will ensure faster and better services to be delivered and better building stock being created.

The selected Consultant shall be required to provide services in respect of the following:

a. Initial study of all existing Rules and Regulations

- i. Consultant shall collect and compile and study the existing mechanisms, Rules and Regulations which govern the process of land development, issues of building permits and general standards that buildings and the related services are required to comply with, and those relating to existing buildings and built environment in various States/UTs.**

- ii. The study shall include compiling these details from states and UTs, and from major metro and mega Cities which may have their own unique processes, etc.
 - iii. Consultant shall also compile details of all other requirements/statutory provisions which govern issue of development and building permits/impact building execution.
 - iv. Consultant shall study the best practices available which can be adopted with suitable modifications including those which are aspirational, and which will result in improved management processes, faster construction, and safe, more sustainable, accessible, durable and efficient buildings being built.
 - v. Findings will be presented to BIS for consideration and approval of the same.
- b. *Classification of the Rules & Regulations as Mandatory and Recommendatory and Commonalities and Dissimilarities/Conflicts***
- i. Consultant shall identify Rules & Regulations that are Mandatory and Recommendatory.
 - ii. Consultant shall establish identification of commonalities and dissimilarities, conflicts if any between existing Rules & Regulations of various States/UTs/metro and mega cities.
 - iii. Findings of this study will be presented to BIS for consideration and approval of the same.
- c. *Mapping the existing framework to provisions in NBC 2016***
- i. Consultant shall compare the details collected from various regulatory bodies and map them against the corresponding provisions given in NBC 2016.
 - ii. Consultant shall highlight key similarities, differences between the existing Rules and Regulations and the provisions in NBC 2016.
 - iii. Consultant shall identify key changes that need to be made in the Rules and Regulations, etc, so that there is enhanced alignment in the same with provisions in NBC 2016.
 - iv. Consultant shall also point out shortcomings in NBC 2016, if any noticed during the study.
 - v. Findings of this mapping will be presented to BIS for consideration and approval of the same.

d. Creating modified Rules and Regulations for all stakeholders

- i. After getting approval from BIS, the Consultant shall prepare a draft revised standardized/model Rules and Regulations aligned with the provisions of NBC 2016, for the consideration and approval of BIS.**
- ii. The draft Standardized/model Rules and Regulations will necessarily have to be practical, drafted in simple easy to understandable language, easy to adapt & adopt, implement and comply with.**
- iii. Recommendations in the draft Standardized/model Rules and Regulations for management processes should clearly demonstrate how transparency, accountability and compliance will increase & how it will improve service delivery by reducing time & streamlining of processes.**
- iv. Consultant shall also suitably take care in the above documents, the provisions which may be currently aspirational but can eventually be adopted to ensure further improvements in processes and outcomes.**
- v. All recommendations shall also clearly demonstrate how Ease of Doing Business especially in the field of issuing building permits will be improved & how it can be established as being comparable to global best practices. It shall *inter-alia* also include,**
 - 1) Demonstrating how the time spent by officials of various bodies involved in giving approvals/issuing building permits will be reduced.**
 - 2) Making recommendations on how the number of approvals required can be reduced/integrated, and how this process can be quickened by leveraging IT tools.**
 - 3) Demonstrating how the revised Rules will enhance trust and verifiability, bring in Standardization which in turn will reduce time & generally deliver improved building stock.**
- vi. All recommendations should take into account any commitments that India may have made to SDGs.**
- vii. All recommendations must also clearly demonstrate how if these are implemented, it will result in better, efficient, resilient, sustainable and accessible buildings being created.**
- viii. Consultant shall also make recommendations on how the concerned statutory bodies/local bodies/ULBs can collect verifiable data which will help them in making better policies and understand the effectiveness of existing policies.**

- ix. On approval from BIS, the Consultant shall prepare draft standardized/model Rules and Regulations for each of the States, UTs, and for the identified Municipal Bodies/Regulatory Authorities who are currently carrying out the function of managing development and building permits/construction activities, utilizing the BIS approved Standardized/model Rules and Regulations.
- x. These draft Standardized/model Rules and Regulations will be unique for each State/UT/identified Municipal Body/Regulatory Authority, and yet be broadly similar in structure and detail, so that a certain degree of uniformity is arrived in the approval processes, rules, etc throughout the country, without sacrificing any specific/unique area specific need should these be adopted by the concerned bodies.

e. Obtaining Approval from BIS for the proposals/drafts created

- i. The Consultant shall make presentations to BIS or any Committee Constituted by BIS to examine the proposals highlighting the changes/improvements suggested vis-à-vis the existing State/UT regulations. Such presentations may be made at each stage of project.
- ii. Consultant shall demonstrate the tangible and intangible advantages of adopting of the proposals that may accrue to the concerned bodies should they choose to adopt these.
- iii. Consultant shall consider any feedback that may be given by BIS and incorporate the same in the final drafts.
- iv. The final proposals/draft standardized/model Rules and Regulations will be presented to BIS for consideration and approval of the same.
- v. Consultant shall highlight change management issues that may need to be addressed and suggest strategies to overcome these.

f. Making presentations to Concerned Regulatory/Statutory Bodies about proposals/draft standardized/model Rules and Regulations

- i. Once a set of documents has been approved by BIS, these shall be presented to the various Regulatory, statutory, Municipal Bodies for their perusal and consideration, in meeting(s).
- ii. In case the concerned bodies express willingness to adopt the revised documents but desire certain changes based on specific

needs, based on the inputs received, the Consultant shall make the changes with the approval of BIS, and submit final draft to the concerned body for their consideration.

- iii. Consultant shall organize 2-day workshops in at least the following cities- Delhi, Mumbai, Chennai, Kolkata, Guwahati, Agartala, Bhubaneswar, Dehradun, Jaipur, Lucknow, Hyderabad, Bengaluru, Chandigarh, Indore, Patna, Bhopal, Raipur, Jammu, Shimla and Ahmedabad. Expenditure relating to organizing the workshops shall be borne by the BIS but expenses for travel, lodging etc. of the Consultants Team shall be borne by the Consultant. In these workshops the new documents shall be explained and the key changes proposed and reasons for doing so will be given.

g. *Creating documentation for an awareness campaign for general public*

- i. Consultant shall create pamphlets which can be distributed/sold to general public, by BIS, to make them aware of their rights and duties and how they can get better services from not only municipal bodies/statutory authorities but also from all building professionals whom they retain.
- ii. Such pamphlets shall be drafted in English language only. Translation into local language, where required shall be got done by BIS.

g. *Creating a simplified booklet on using NBC*

- i. Consultant shall create simplified booklet on using NBC by all concerned, which can be used by all stakeholders including academicians, students and other professionals.
- ii. Such booklets shall be drafted in English language.

The detailed scope of work is given in Volume-3 (Client's Requirements and Scope of Services) of this document.

3.3 Deliverables and Timelines

The Consultant shall deliver the following to BIS which shall be in consonance with the scope of work as defined in 3.2:

SI No.	Deliverable	Time from the date of Start of Work (Months)
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1	Compilation and study of existing processes, rules and regulations as existing in various States and UTs which govern the land development and building construction, and other statutory provisions which have to be complied with currently, etc	1.5 calendar months from date of signing of Letter of Agreement
2	Classification of the Provisions in various Rules and Regulations as mandatory/recommendatory, identification of commonalities/dissimilarities, conflicts, if any	02 calendar months from date of signing of Agreement
3	Mapping the existing Rules, Regulations, Processes against provisions given in NBC 2016	03 calendar months from date of signing of Agreement
4	Identification of other best practices which may currently not be a part of the existing rules or of NBC 2016, which may be aspirational but will help further the Aim/Objective of this project	04 calendar months from date of signing of Agreement
5	Preparation of a draft revised standardized/model Rules and Regulations aligned with the provisions of NBC 2016, for the consideration of BIS	05 calendar months from date of signing of Agreement
6	Preparing State/UT-wise standardized/model regulatory documents, including such required documents for some metro/mega cities, which can be adopted by various authorities & obtaining approval of BIS as per scope of work	06 calendar months from date of signing of Agreement.
7	Creating pamphlets for an awareness campaign for general public	07 calendar months from date of signing of Agreement.
8	Creating a simplified booklet on using NBC which can be used by all stakeholders- academicians, students and professionals	07 calendar months from date of signing of Agreement.
9	Dissemination to designated States/UTs, the knowledge base created and presenting to them advantages of adopting the same through meetings and workshops	08 calendar months from date of signing of Agreement

The Consultant shall supply 5 (Five) sets and 1 (one) soft copy of each document created at each deliverable stage, to the Client.

3.4 Payment

3.4.1 Fee for Engagement

Client shall pay to the Consultant, an Assignment fee of equivalent to a sum of their quoted price in the Financial Bid for providing the services as required under the scope of work mentioned in the Contract Agreement. There shall be no change in the

Assignment Fee for the Project on any account for the scope of work as mentioned in the Contract Agreement. The said fee shall be inclusive of GST to be paid by the Consultant or any other fee/expenditure incurred by the Consultant. No variation in contract price shall be admissible whatsoever may be the reason.

Unless otherwise explicitly stated in the Contract, the payment shall be as per accepted schedule of payment mentioned in RFP. The payment shall be subject to deductions as per Indian income tax laws.

3.4.2 **Milestones and Payments Terms**

NOTE- All the stage payments as below shall be done after approval/acceptance of deliverables.

Sl No.	Milestone	% Payment	Cumulative percentage payment
1	Compilation and study of existing processes, rules and regulations as existing in various States and UTs which govern the land development and building construction, and other statutory provisions which have to be complied with currently, etc.	15%	15%
	Classification of the Provisions in various Rules and Regulations as mandatory/recommendatory, identification of commonalities/dissimilarities, conflicts, if any.		
	Mapping the existing Rules, Regulations, Processes against provisions given in NBC 2016.		
2	Identification and compilation of best practices which may currently not be a part of or be different from the existing provisions of NBC 2016, which may be aspirational but will help further the Aim/Objective of this project. Mapping these best practices to existing rules/regulations provisions in NBC 2016.	10%	25%
3	Preparing State/UT-wise standardized/model regulatory documents, including such required documents for some metro/mega cities	30%	55%

	aligned with the provisions of NBC 2016 and to reflect best practices, which can be adopted by various authorities & obtaining approval of BIS as per scope of work		
4	Creating pamphlets for an awareness campaign for general public	08%	63%
5	Creating a simplified booklet on using NBC which can be used by all stakeholders-academicians, students and professionals	02%	65%
6	Dissemination to designated States/UTs, the knowledge base created and presenting to them advantages of adopting the same through meetings and workshops	30%	95%
7	On completion of Project (<i>see Note</i>)	5%	100%

NOTE - The completion of work as per the scope of work shall be considered to have been achieved only after the receipt of all Clearances and Approval from BIS or any Authority mandated by BIS to do so on its behalf.

3.5 Performance Security (Form 4)

- i. Successful Bidder shall furnish to the Client a performance security in the form of a bank guarantee for an amount of 10% [ten Percent] of the total Assignment Fee towards satisfactory performance of Consultant towards the Contract for one year. The Bank Guarantee shall be from a Scheduled Commercial Bank based in India and shall be as per **Form 4** provided in the RFP. The Performance Security shall remain valid up to 60 days beyond the satisfactory completion of all contractual obligations of the selected consultant including warranty obligations. The Performance Security shall be furnished within the time limit specified in Sl No. (ii) of Clause 2.8.2.
- ii. Failure of the successful Bidder to submit the required Performance Security shall constitute sufficient grounds for the annulment of the award of Contract and forfeiture of the Bid Security.
- iii. The successful bidder has to renew the bank guarantee on same terms and conditions for the period up to the contract including extension period, if any.
- iv. The said performance security would be returned within 30 days after the successful completion of the work assigned to the Consultant after adjusting/recovering any dues recoverable/payable from/by the Consultant on any account under the contract.
- v. Completion of work shall be reckoned as per Clause 3.4.2.

3.6 Sub-contracting

The Consultant shall not subcontract whole of the work. The Consultant shall not subcontract any part of the work without notifying and obtaining prior approval from the Client.

3.7 Vetting of recommendations

BIS, may, at its own discretion appoint another agency to vet the recommendations made. In case such an agency makes any recommendations to BIS regarding any changes to be made and in case these are accepted by BIS then the Consultant shall incorporate the same in the final recommendations

3.8 Project Monitoring Committee

The progress of the assignment may be reviewed by a Project Monitoring Committee constituted by the BIS. The Project Monitoring Committee shall be responsible for monitoring of the Project. The Project Monitoring Committee may conduct fortnightly/periodic reviews, as deemed fit, for the performance of the Consultant and report the same to the Client. The Consultant shall comply with the instructions of the committee and the same shall be bound on him.

3.9 Available Information

The following reports form part of the RFP and shall be supplied to the selected Consultant for assistance in execution of the project.

- a. Three copies of NBC shall be made available to the Consultant for their use.
- b. Any other information available with BIS, which can help the Consultant during the Project, shall be shared by BIS with the Consultant at their discretion and at the request of the Consultant. Consultant may, in case they so desire, get done a survey or any other investigation as they may require, at their own costs through their own agencies to help them understand the issues involved. Reports of such surveys/testing shall be shared with BIS.

3.10 Quality Assurance

The Consultant shall ensure quality in his work. The documents prepared by the Consultant shall correspond to the international best practices.

3.11 Ownership of Documents

All copyright and other proprietary rights in the Documents shall vest and stand assigned to BIS and BIS shall consequently own, absolutely and exclusively on a worldwide basis, the whole of property, rights, title and interest including all copyright in the Documents, present or future, vested or contingent, generally and without limitation, for the whole term of the copyright, including the right to modify

and/or make any alterations to the Documents and all the above rights shall not lapse even if such rights are not exercised by BIS during the terms of the copyright and the Consultant shall be required/obliged to execute any deeds/documents, as may be required or considered necessary, by BIS to give effect to and secure the above mentioned rights of BIS in the Documents. For the purpose of this clause, the term “Documents” shall include all “Documents” covered by the Copyright Act, 1957 (as amended by the Copyright Amendment Act, 2012) including the documents prepared by the Consultant at the inception of, during the course of and until the completion of the Project and also includes any Document created directly or indirectly in the performance of the obligations of the Consultant in connection with the Project.

The Consultant shall not use or allow anyone to use these documents and software without prior written permission of BIS and any such act without the permission of BIS shall constitute violation of Intellectual Property Rights.

Even in the event of stoppage /cancellation of the selection process, all documents submitted by the Bidders to the Client on or before the cancellation of the selection process shall become the property of the Client and the Bidders shall have no claim on such documents.

3.12 Force Majeure

- i. War, invasion, revolution, riots, sabotage, lockouts, strikes, work shut-down imposed by Government Acts or legislature or other authorities, stoppage in supply of materials, fuel or electricity, breakdowns of machinery, act of God, epidemics, fires, earthquakes, floods, explosions, accidents, sea navigation blockades or any other acts or events whatsoever which are beyond reasonable control and which shall directly or indirectly prevent completion of the project within the time specified in the agreement, will be considered Force Majeure. The Consultants shall be granted necessary extension of time to cover the delay as caused by Force Majeure without any financial repercussions.
- ii. Should one or both parties be prevented from fulfillment of the contractual obligations by a state of Force Majeure, the two parties shall consult each other and decide regarding the future execution of the contract.

3.13 Disputes and Arbitration

All disputes arising during the progress of the Project shall be settled through the procedure mentioned in the General Conditions of Contract.

SECTION 4 EVALUATION PROCESS AND CRITERIA

4.1 Evaluation Process

- 4.1.1 The Technical Cover 1 of those bidders whose Bid Security and Tender Processing Fee are found in order, shall be evaluated as per criteria mentioned in Clause 2.2 in respect of experience of similar nature of works completed, bidding capacity and financial turnover etc. These will first be scrutinized and bidder's eligibility for the work be determined.
- 4.1.2 The Technical Cover 2 of only those bidders shall be opened who meet the qualifying requirements as per Clause 2.2 based on documents submitted by them in Technical Cover 1.
- 4.1.3 The Bidders who are found responsive and meets the minimum qualifying criteria as in 4.1.2, shall be invited to make a presentation to the Evaluation Committee on:
- Their understanding of the Client Requirements and the desired Aim of the project.
 - Approach and methodology that they may like to adopt for this project including unique features that they may like to propose in the Project
 - Their understanding and knowledge of building industry, statutory requirements, best practices, etc.
 - Demonstration of how the Project would improve ease of doing business, help in implementation of NBC to improve regulatory process.
 - Any other information which would assist in improving the evaluation score.
- 4.1.4 The Technical Proposal shall be evaluated by the Evaluation Committee for the above parameters based on the evaluation criteria mentioned below in Clause 4.2 and given a technical score.
- 4.1.5 Bidders securing minimum **70%** of the marks overall shall be declared technically successful.
- 4.1.6 The Technically successful bidders shall be ranked according to the technical score given by the Evaluation Committee with the Bidder scoring the highest technical score ranked T-1, Bidder scoring the next higher Technical Score ranked T-2 and so on.

NOTE — Team leaders and the key staff proposed to be deployed shall be regular employees of the firm.

4.2 Technical Bid

Technical Evaluation Criteria (*see also 2.2.1 for eligibility criteria*) (Out of 100)

SL NO .	ATTRIBUTES			EVALUATION	MARKS AWARDED
1.	Financial Capability (15 Marks)				
	(a)	Profit–Loss in last 5 Financial Years	6 Marks	No marks if loss in more than 2 years (out of last 5 years) 4 Mark if loss in any 2 years (out of last 5 years) 5 Marks if loss in any 1 year (out of last 5 years) 6 Marks if no loss in any of last 5 years	
		NOTES 1) Profit after Tax, Depreciation, Interest (PAT) shall be considered for this purpose. 2) In case of consortium, if loss is there in a year for any of two member, it will be counted as loss-year for the purpose of this marking.			
	(b)	Average Annual Turnover in last 5 Financial Years, T_{AV}	9 Marks	6 Marks if - Minimum Eligibility criteria $\leq T_{AV} < \text{Rs. 9 crores}$ 7 Marks if - $\text{Rs. 9 crores} \leq T_{AV} < \text{Rs. 12 crores}$ 8 Marks if - $\text{Rs. 12 crores} \leq T_{AV} < \text{Rs. 15 crores}$ 9 Marks if - $T_{AV} \geq \text{Rs. 15 crores}$	
		NOTES 1) For the purpose of this marking in case of a consortium, T_{AV} of both the members shall be added. 2) This Turnover should be from Consultancy Fee only.			

2.	Past Experience of Bidder (25 Marks)				
	(a)	Past experience of Similar Work	15 Marks	9 Marks if meets the Minimum Eligibility criteria	
				12 Marks if meets twice the Minimum Eligibility criteria	
				15 Marks if meets thrice the Minimum Eligibility criteria or more	
	(b)	Reports/white papers relating to construction, real estate etc. published in public domain by the bidder in preceding 5 years	10 Marks	06 marks if at least three such reports have been published in preceding 05 years	
				08 marks if at least five such reports/white papers have been published in preceding 05 years	
				10 marks if more than 5 reports have been published in preceding 05 years	
3.	Methodology, work plan & Understanding of TOR (45 Marks) (Presentation will be required to be made)				
	NOTE – This would be based upon presentation to be made by bidder considering the following but not limited to: –				
	1) Demonstration of understanding of issues involved in carrying out construction and/or land development activities in India			10 Marks	
	2) Proposed Approach and methodology for this project and Work Plan			05 Marks	
	3) Demonstration of understanding how use of NBC can help improve regulatory processes & help produce better buildings			10 Marks	
	4) Demonstration of knowledge of best practices in field of construction and building regulations			10 Marks	

	5) <i>Demonstration of how the project can help improve ease of doing business in field of building construction</i>	05 Marks	
	6) <i>Demonstration of competence based on previous project / projects</i>	05 Marks	
4.	Suitability of the Key Personnel for the assignment (15 Marks)		
	(a)	Team leader (TL)- (07 Marks)	
	(i)	Education	4 Marks
			2 Marks if Post Graduate
			4 Marks if Having Doctoral or equivalent qualification
	(ii)	Experience of TL in the domain	3 Marks
			1 Mark if 10 years' experience
			2 Marks if 15 years' experience
			3 Marks if 20 years' or more of experience
	(b)	Domain Specialists (08 Marks) (In-house) & Team members	
			Post-Graduate or equivalent recognized qualification
			Experience of 10 years or more
	(i)	Legal expert	3 Marks
			1.5
	(ii)	Domain Specialist for building Industry	3 Marks
			1.5
	(iii)	Team members	2 Marks
			1
	NOTES		
	(1) In case of a firm, the evaluation credentials of the owner or deputed team leader for the proposed project would be considered		
	(2) Projected professional should possess recognized relevant qualification in the corresponding domain		

	Out of 100	Final Marks Awarded

4.2.1 In preparing the technical bid, the bidders are expected to examine all terms and instructions included in the documents. Failure to provide all requested information shall be at their own risk and may result in rejection of their proposal.

4.2.2 The technical bid should provide the following and any additional information, using the formats attached in Section 5 of Volume-1. Submission of the wrong type of Technical Bid will result in the Bid being deemed non-responsive:

- a. **Corporate Qualifications:** Describe the firm's specific corporate qualifications, that is, its full range of capabilities, specific relevant experiences and the role of the firm in rendering the required services, qualified personnel and resources that will be brought to be a part in undertaking this assignment. The bidder should demonstrate the relevant work experiences clearly indicating actual services rendered in study of building regulations, management of processes of issue of building permits. For each assignment, the outline should indicate, *inter alia*, the profiles of the staff provided, duration, contract amount and firm's involvement, start date, completion dates, etc.
- ii) **Approach and Methodology:** Submit a comprehensive description of the approach and methodology (work plan) that the bidder proposes to undertake the Consultancy services.
- iii) **Assignment of Professional Team:** The Firm shall present the composition of the proposed staff team, the tasks, which would be assigned to each of them, their timing and prior relevant experience. (Any alternate to key professional staff proposed should have equivalent or higher qualifications and experience).
- iv) CV's recently signed and dated by the proposed key professional staff (in original) to be made available. Key information should include number of years with the firm, and degree of responsibility held in various assignments during the last seven (07) years.

4.2.3 Consultant shall submit the Financial Information as per Form T-1C.

Evaluation of Technical Score, S_t

Highest Technical scoring proposal (T_m) shall be given a technical score (S_t) of 100 points. The technical score of the other proposals (T_o) shall be computed as follows.

$$S_t = 100 \times \frac{T_o (\text{Other Technical proposal})}{T_m (\text{Highest Technical proposal})}$$

4.3 BID EVALUATION

Evaluation of bids shall be carried out by the Client or by an **Evaluation Committee** appointed by the Client. After the evaluation of the Technical bid as per 4.1 and 4.2 is complete, BIS shall notify the Bidders who have been technically successful through CPPP, indicating the date and time set for opening the Financial bids. The financial bid shall be evaluated as below:

- a. The Financial Bids of the bidders who have been technically successful, shall be opened in the presence of the Bidders representatives who choose to attend. The name of the Bidders and the proposed prices shall be uploaded on CPPP after the Financial Bids are opened.
- b. Lowest financial proposal (F_m) shall be given a financial score (S_f) of 100 points. The financial score of the other financial proposals (F_o) shall be computed as follows.

$$S_f = 100 \times \frac{F_m (\text{Lowest financial proposal})}{F_o (\text{Other financial proposal})}$$

- c. The representative's authorization shall be confirmed by written power of attorney accompanying the bid.
- d. Bids determined to be substantially responsive will be checked by BIS for any arithmetical errors in computation and summation. Errors will be dealt by the Engineer as follows:
 - i) Where there is discrepancy between rates indicated in figures and in words, rates in words will govern.
- e. The bid shall contain no interlineations or overwriting except as necessary to correct errors made by the bidder themselves. Any such correction shall be initialed by the authorized person.

Final Ranking:

Proposals shall finally be ranked according to their combined technical (S_t) and Financial (S_f) scores using the weights (T =the weight given to the technical proposal; F =the weight given to the financial proposal; $T+F = 100$) indicated below.

$$S = S_t \times (T=70\%) + S_f \times (F=30\%)$$

In case of a tie, bidder with higher technical score will be considered for award of work.

The Successful Bidder would be notified through CPPP, as also in writing by BIS by issuing the Letter of Award (LOA) in favour of the Bidder.

- 4.4 BIS reserves the right to accept any proposal or reject any or all the proposals without assigning any reasons and any liability whatsoever including financial liability. BIS also reserves the right to close or cancel the entire process of appointment at any point without assigning any reasons whatsoever and without any liability whatsoever.

SECTION 5 ANNEXURES AND FORMS

ANNEX 1 - INSTRUCTIONS FOR ONLINE BID SUBMISSION

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

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

1. Registration

- 1) Bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “Online bidder Enrolment” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify/nCode/eMudra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC“s to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID/Password and the password of the DSC/e-Token.

2. Searching For Tender Documents

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search

parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective “My Tenders” folder. This would enable the CPP Portal to intimate the bidders through SMS/e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk.

3. Preparation of Bids

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/XLS/RAR/DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents and keep it as a repository.

NOTE — My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

4. Submission of Bids

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as “offline” to pay the tender fee/EMD (Bid Security) as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD (Bid Security) as per the instructions specified in the tender document. The original should be posted/ couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 6) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers’ public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids (ie after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

1. Assistance to Bidders

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk Nos. 0120-4200462, 0120-4001002.

ANNEX 2 - CHECK LIST OF DOCUMENTS TO BE SUBMITTED WITH THE BID

(To be signed and attached with the Technical Bid)

Name:		
Address:		
Contact Details:		
(i) Mobile/Landline		
(ii) Email		
Document Checklist:		
Sl No.	Document	Tick (✓) if attached
TECHNICAL BID (TECHNICAL COVER 1 + TECHNICAL COVER 2):		
TECHNICAL COVER 1		
1.	Form of Bid (Form 1)	
2.	Tender Processing Fee (Exempted for Micro and Small Enterprises)	
3.	Bid Security (Exempted for Micro and Small Enterprises)	
4.	In case of MSEs and Start-ups, MSE certificate/Start-up recognition certificate from DIPP as proof of exemption from Tender Processing fees and Bid Security	
5.	Registration/Incorporation Certificate as a documentary proof of having a registered office in India.	
6.	Undertaking on letter head of Bidder of not having been found guilty of any criminal offence by any Court of law	
7.	Undertaking on letter head of Bidder of not having a conflict of interest in the assignment as specified in the RFP document	
8.	Undertaking on letter head for complying with the code of integrity	
9.	Undertaking on letter head to sign integrity pact with BIS	
10.	Attested copy of Goods & Service Tax Registration (GST) registration	
11.	Attested copy of PAN No. Registration	
12.	Power of attorney for person signing the Bid (Form 2)	
13.	Power of attorney for lead member of the consortium (Form 3)	

14.	Memorandum of Understanding/JV Agreement in case of a Consortium	
15.	Self-Declaration of not having being blacklisted (duly signed by the authorized signatory) In case of Consortium, relevant certificate will be submitted by both the partners	
16.	Initialed Bid Documents	
17.	Documentation of Experience of successfully completed projects of similar nature in the Form T-1A	
18.	Performance Report certificate in the Form T-1B	
19.	Financial Information in the Form T-1C	
20.	Form T-1B(1), Details of similar Projects completed in the Last Five Years meeting the eligibility criteria as per Clause 2.2	
21.	Form T-1B(2), Details of similar Projects under progress	
TECHNICAL COVER 2		
21.	Technical Bid: Methodology and Understanding of the Project in Form T-2A	
22.	Team Details (Form T-2B) and Organizational Chart	
FINANCIAL COVER 3		
23.	Cover Letter for Submission of Financial Bid in Form F-1	
24.	Financial Bid in Form F-2	

Signature: _____

Name: _____

(BLOCK LETTERS)

Designation:

Form 1

(Page 1 of 4)

FORM OF BID

(To be given on Company Letter Head)

Date: _____

To,
Smt Madhurima Madhav
Scientist 'C' (Civil Engineering)
Bureau of Indian Standards
Manak Bhavan, 9, Bahadur Shah Zafar Marg
New Delhi 110002

Name of Tender/Work: - “Appointment of Consultant for the Project for Promotion of Use of National Building Code of India 2016 (NBC 2016) in the States and Union Territories of India”

RFP No.: BIS/2018-19/CED 46/Gen-8/RFP

Subject: Acceptance of Terms & Conditions of above referred RFP Document

1. I / We have downloaded / obtained the RFP document(s) for the above mentioned ‘Tender/Work’ from the web site(s) namely: _____
_____ as per your advertisement, given in the above mentioned website(s).
2. I / We hereby certify that I / we have read the entire terms and conditions of the RFP documents from Page No. _____ to _____ (including all documents like forms, annexures etc), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organization too have also been taken into consideration, while submitting this letter.
4. Having ascertained and examined the Conditions of Contract, Client’s requirements, Terms of Reference, Notice Inviting Bids, Instructions to Bidders and addenda for the execution of above named works, I/we the undersigned, offer to execute and complete such works and remedy defects therein in conformity with the said Conditions of Contract, Client’s Requirements, Terms of Reference, Notice Inviting Bids, Instruction to Bidders and addenda for providing *Consultancy Service for carrying out a comprehensive study of all existing Rules & Regulations that govern land development and building construction in various parts of the country and to prepare draft Rules & Regulations which are aligned to the provisions in National Building Code of India 2016 (NBC 2016) to promote use of NBC 2016 by various statutory and regulatory bodies, etc and such specific and allied works for promotion of use of NBC 2016 as detailed in the scope of work.*
5. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
6. I/We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
7. I/We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said bid security absolutely.

Form 1
(PAGE 2 OF 4)

8. While preparing this Bid, we have gathered our own information and conducted our own inquiry/survey to our satisfaction and we do not rely solely on the information provided in this RFP. We shall not hold BIS responsible on any account in this regard.
9. We acknowledge that the Annexures and Forms in Section 5 of Volume-1 forms an integral part of the Bid.
10. We undertake, if our Bid is accepted, to commence the works within the stipulated time and to complete the whole of the works comprised in the Contract within the stipulated time calculated from the date of signing of the Contract Agreement with the Client, as indicated in the Appendix.
11. If our Bid is accepted, we will furnish a bank guarantee, within 15 days of issue of Letter of Award as Performance security for the due performance of the Contract.
12. We agree to abide by this RFP for a minimum period of 180 days from the last date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiry of that period or any extended period mutually agreed to.
13. BIS shall have the right to modify the scope. We agree to abide by the modifications proposed by BIS as per the terms and conditions of the Contract Agreement.
14. We agree that our outputs may be used by BIS for any other work without any obligation to us.
15. We declare that the submission of this Bid confirms that no agent, middleman or any intermediary has been, or will be engaged to provide any services, or any other item of work related to the award and performance of this Contract. We further confirm and declare that no agency commission or any payment, which may be construed as an agency, commission has been, or will be, paid and that the Bid price does not include any such amount. We acknowledge the right of BIS, if it finds to the contrary, to declare our Bid to be non-compliant and if the Contract has been awarded to declare the Contract null and void.
16. We understand that you are not bound to accept the lowest or any Bid you may receive.
17. If our Bid is accepted, we understand that we are to be held solely responsible for the due performance of the Contract.
18. We attach;
 - a. All documents as per the checklist.
 - b. Demand Draft/Banker's Cheque/Pay order No. _____ dated _____ issued by _____ (name of the bank) for ₹5,00,000 (Rupees Five lakhs only) drawn in favour of "Bureau of Indian Standards" payable at New Delhi and valid until _____ towards Bid Security.
 - c. Demand Draft/ Fixed Deposit Receipt/Banker's Cheque/Pay Order No. _____ dated _____ issued by _____ (name of the bank) for ₹10,000 (Rupees ten thousand only) drawn in favour of "Bureau of Indian Standards" payable at New Delhi towards tender processing fee.

NOTES

- 1) The Appendix forms part of the Bid
- 2) Bidders are required to fill up all the blank spaces in this form of Bid and Appendix.

Form 1
(PAGE 3 OF 4)

Dated this.....day of.....**2019**

Signature with Official Seal.....

Name..... in the capacity of

duly authorized to sign Bids for and on behalf of.....

Address

Witness – Signature

Name

Address

Occupation

Form 1
(Page 4 of 4)
APPENDIX TO THE FORM OF BID

i.	Amount of bank guarantee as Performance Security	10 percent of the Total Contract Price, that is, Assignment Fee.
ii	Period within which Performance Security is to be furnished	15 days from the issue of Letter of Award
iii	Time for completion of project	08 Months from the date of signing of Contract Agreement
iv.	Period of validity of Performance Security from the date of completion of Project	06 months

Signature.....
(Authorized Signatory)

Date

Name

Place

Address

Form 2

(Page 1 of 1)

**FORMAT FOR POWER OF ATTORNEY FOR AUTHORIZED SIGNATORY
FOR SIGNING OF PROPOSAL**

Know all men by these presents,
We.....(Name of the Bidder and address of their registered office) do hereby constitute, appoint and authorize Mr / Ms.....(name and residential address of Power of Attorney holder) who is presently employed with us and holding the position ofas our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for providing **Consultancy Service for carrying out a comprehensive study of all existing Rules & Regulations that govern land development and building construction in various parts of the country and to prepare draft Rules & Regulations which are aligned to the provisions in National Building Code of India 2016 (NBC 2016) to promote use of NBC 2016 by various statutory and regulatory bodies, etc and such specific and allied works for promotion of use of NBC 2016 as detailed in the scope of work.**, including signing and submission of all documents and providing information / responses to BIS, representing us in all matters before BIS, and generally dealing with BIS in all matters in connection with our proposal for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this theDay of2019

..... (Executants)

(In case of consortium, to be executed by all the members of the Consortium Bidder)

NOTES

- 1) *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
- 2) *This Power of Attorney should be provided on stamp paper of appropriate value.*

Form 3
(Page 1 of 1)

FORMAT FOR POWER OF ATTORNEY FOR APPOINTING THE LEAD MEMBER

WHEREAS BIS (the Client) has invited Proposals/Bids from the interested parties for providing **Consultancy Service for carrying out a comprehensive study of all existing Rules & Regulations that govern land development and building construction in various parts of the country and to prepare draft Rules & Regulations which are aligned to the provisions in National Building Code of India 2016 (NBC 2016) to promote use of NBC 2016 by various statutory and regulatory bodies, etc and such specific and allied works for promotion of use of NBC 2016 as detailed in the scope of work.**

ANDWHEREAS, the members of the Consortium are interested in bidding for the Project and implementing the Project in accordance with the terms and conditions of the Request for Proposal (RFP) document, Terms of Reference, Client's Requirement, Notice Inviting Bid, Instructions to Bidders, Conditions of Contract and other connected documents in respect of the Project, and

ANDWHEREAS, it is necessary under the RFP document for the members of the Consortium Bidder to name one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium bidder, all acts, deeds and things as may be necessary in connection with the Consortium Bidder's proposal for the Project.

NOW THIS POWER OF ATTORNEY WITNESSETH THAT;

We, M/s. -----and M/s..... (the respective names and addresses of the registered office) do hereby nominate M/s.....being one of the members of the Consortium, as the Lead Member of the Consortium, to do on behalf of the Consortium, all or any of the acts, deeds or things necessary or incidental to the Consortium's Application/ proposal for the Project, including submission of Application/proposal, participating in conferences, responding to queries, submission of information/documents and generally to represent the Consortium in all its dealings with BIS, any other Government Agency or any person, in connection with the Project until culmination of the process of bidding and thereafter till the Contract Agreement is signed with the Client.

We hereby agree to ratify all acts, deeds and things lawfully done by Lead Member, pursuant to this Power of Attorney and that all acts deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us/Consortium.

Dated this theDay of2019

..... (Executants)

(To be executed by all the members of the Consortium Bidder)

NOTES

- 1) The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
- 2) This Power of Attorney should be provided on stamp paper of appropriate value.*

Form 4
(Page 1 of 2)

FORM OF PERFORMANCE SECURITY BANK GUARANTEE

This deed of guarantee made this day of _____ between Bank of _____ (hereinafter called the “Bank”) of the one part, and Bureau of Indian Standards (hereinafter called “BIS” and the Client) of the other part.

WHEREAS BIS, New Delhi has awarded the Contract for providing **Consultancy Service for carrying out a comprehensive study of all existing Rules & Regulations that govern land development and building construction in various parts of the country and to prepare draft Rules & Regulations which are aligned to the provisions in National Building Code of India 2016 (NBC 2016) to promote use of NBC 2016 by various statutory and regulatory bodies, etc and such specific and allied works for promotion of use of NBC 2016 as detailed in the scope of work** to _____ (hereinafter called the Consultant).
(Name of the Consultant)

AND WHEREAS the Consultant is bound by the said Contract to submit to BIS, a Performance Security for a total amount of ₹ _____ (.....in words).

1. Now we the undersigned _____ (Name of the Bank) being fully authorized to sign and to incur obligations for and on behalf of and in the name of _____ (Full name of Bank), hereby declare that the said Bank will guarantee BIS the full amount of ₹ _____ (.....in words) as stated above.
2. On or before, the Consultant has signed the aforementioned Contract with the Client, the Bank is engaged to pay the Client, any amount up to and inclusive of the aforementioned full amount upon written order from the Client to indemnify the Client for any liability of damage resulting from any defects or shortcomings of the Consultant or the debts he may have incurred to any parties involved in the works under the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by the Client immediately on demand without delay without reference to the Consultant and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Consultant. The Bank shall pay to the Client any money so demanded notwithstanding any dispute/disputes raised by the Consultant in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal.
3. This guarantee is valid for a period till 60 days beyond the successful completion of the Project or the extended period, thereof.
4. At any time during the period in which this guarantee is still valid, if BIS agrees to grant a time extension to the Consultant or if the Consultant fails to complete the Works within the time of completion as stated in the Contract, or fails to discharge himself of the liability or damages or debts as stated under Para 2, above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Client and at the cost of the Consultant.

FORM 4
(Page 2 of 2)

5. The guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the Consultant.
6. The neglect or forbearance of the Client in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Client for the payment hereof shall in no way relieve the bank of their liability under this deed.
7. The expressions, "the Client", "the Bank" and "the Consultant" hereinbefore used shall include their respective successors and assigns.

In witness whereof, I/We of the bank have signed and sealed this guarantee on the ----- day of ----- (Month) **2019** being herewith duly authorized.

For and on behalf of

The.....Bank.

Signature of authorized bank official

Name:

Station:

Stamp/Seal of the Bank:

Signed, sealed and delivered for and on behalf of the Bank by the above named_____in the presence of :

Witness 1

Signature

Name

Address

Witness 2

Signature

Name

Address

Form 5

(Page 1 of 2)

FORMAT FOR CONTRACT AGREEMENT

STAMP PAPER OF RS. 100/-

This agreement is made at New Delhi on the _____ day of _____ **2019**
Between Bureau of Indian Standards hereinafter called “BIS” and “the Client” of the one
part and _____ (Name of the Consultant) (Address of the Consultant)
_____ of
_____ hereinafter called “the Consultant” of the other part.

WHEREAS BIS is desirous that certain Services should be provided and certain works should be executed for providing **Consultancy Service for carrying out a comprehensive study of all existing Rules & Regulations that govern land development and building construction in various parts of the country and to prepare draft Rules & Regulations which are aligned to the provisions in National Building Code of India 2016 (NBC 2016) to promote use of NBC 2016 by various statutory and regulatory bodies, etc and such specific and allied works for promotion of use of NBC 2016 as detailed in the scope of work**, and in pursuance of RFP No. BIS/2018-19/CED 46/Gen-8/RFP dated 15/01/2019 issued by BIS for Appointment of a Consultant for the above mentioned work, M/s _____ submitted their Bid, and after due process of consideration and selection, BIS has accepted the Bid submitted by the Consultant for providing such services as well as guarantee of such services and the remedying of defects therein.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.

The following documents shall be deemed to form and be read and construed as part of this agreement, viz:

- a) Notice Inviting Bid
 - b) Instructions to Bidders (Including Annexures and Forms)
 - c) Terms of Reference
 - d) General Conditions of Contract (GCC)
 - e) Client’s Requirements and scope of services
 - f) Bid submitted by the Consultant
 - g) Schedule of milestones
 - h) Form of Bid with Appendix
 - i) Letter of Award (LOA)
 - j) Addendums/corrigendum issued, if any
2. In consideration of the payments to be made by the Client to the Consultant as hereinafter mentioned, the Consultant hereby covenants with the Client to execute and complete the Project by **_____.

Form 5
(Page 2 of 2)

3. The Client hereby covenants to pay the Consultant in consideration of the execution and completion of the Project and the remedying of defects therein, the total Contract Price of ₹ _____ (..... in words) inclusive of GST as applicable, being the sum stated in the Letter of Award subject to such additions thereto or deductions there from as may be made under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. **Obligation of the Consultant**
The Consultant shall ensure full compliance with tax laws of India with regard to this Contract and shall be solely responsible for the same. The Consultant shall keep the Client fully indemnified against liability of tax, interest, penalty, etc of the Consultant in respect thereof, which may arise.

IN WITNESS WHEREOF the parties hereto have caused their respective common seals to be hereunto affixed/ (or have hereunto set their respective hands and seals) the day and year first above written.

For and on behalf of the Consultant

For and on behalf of the Client

Signature of the authorized official
Name of the official
Stamp/Seal of the Consultant

Signature of the authorized official
Name of the official
Stamp/Seal of the Client

SIGNED, SEALED AND DELIVERED

By the said

_____(Name)

on behalf of the Consultant in the presence
of:
Witness

Name

Address

By the said

_____(Name)

on behalf of the Client in the presence
of:
Witness

Name

Address

NOTE

To be made out by BIS at the time of finalization of the Form of Agreement.

** Blanks to be filled by BIS at the time of finalization of the Form of Agreement.

Form 6
(Page 1 of 1)

FORMAT FOR INTEGRITY PACT

Bureau of Indian Standards hereinafter called “BIS” and “the Client” of the one part and _____ (Name of the Consultant) (Address of the Consultant) of _____ hereinafter called “the Consultant” of the other part hereby agree not to indulge in any corrupt practices including without limitation any activity or action to influence the transaction on any aspect of contract and commit to take all measures necessary to prevent corruption, maintaining complete transparency and fairness in all activities related to BIS. Users agree to follow and adhere with the Integrity Pact guidelines as under:

Preamble

The Bureau values full compliance with all relevant laws of the land, regulations, economic use of resources and of fairness/transparency in its relations with its Consultant.

Section 1- Commitments of the Bureau.

1. The Bureau commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - (a) No employee of the Bureau, personally or through family members, will in connection with the bid for, or the execution of a contract, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The Bureau will during the bid process treat all bidders with equity and reason. The Bureau will in particular, before and during the bid process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidders(s) could obtain an advantage in relation to the process or the contract execution.
 - (c) The Bureau will exclude from the process all known prejudiced persons.
2. If the Bureau obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Bureau will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2- Commitments of the Bidder(s)

1. The Bidder(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the bid process and during the contract execution.
 - (a) The Bidder(s) will not, directly or through any other persons or firm, offer promise or give to any of the Bureau's employees involved in the bid process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in

order to obtain in exchange any advantage of any kind whatsoever before/during the bid process or before/during the execution of the contract.

- (b) The Bidder(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - (c) The Bidder(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Bureau as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - (d) The Bidder(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
2. The Bidder(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3: Disqualification from bid process and exclusion from future contracts

1. If the Bidder(s), before award or during execution has committed a transgression through a violation of Section 2 of Volume-1, above or in any other form such as to put his reliability or credibility in question, the Bureau is entitled to disqualify the Bidder(s) from the bid process or take action as per the related provisions of this RFP document.

Section 4: Compensation for Damages

1. If the Bureau has disqualified the Bidder(s) from the bid process prior to the award according to Section 3, the Bureau is entitled to demand and recover the damages equivalent to the Bid security.
2. If the Bureau has terminated the contract according to Volume-3, or if the Bureau is entitled to terminate the contract according to Volume-3, the Bureau shall be entitled to demand and recover from the Consultant damages of the amount equivalent to Performance Security.

Section 5: Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last three years with any Government Organization or PSU that could justify his exclusion from the bid process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the bid process and action can be taken as per the related provisions of this RFP document.

THE PARTIES TO THE AGREEMENT

For the Appointed Consultant

Name:

Address:

Signature:

Name:

(BLOCK LETTERS)

Designation:

Date:

For Bureau of Indian Standards

*Manak Bhavan
9 Bahadur Shah Zafar Marg
New Delhi - 110 002*

Signature:

Name:

(BLOCK LETTERS)

Designation:

Date:

**** The words 'consultant' and 'bidder' have been used here in this Form 6 interchangeably.**

FORM T-1A

**DETAILS OF THE ASSIGNMENTS OF SIMILAR NATURE MEETING THE
ELIGIBILITY CRITERIA AS PER CLAUSE 2.2**

COMPLETED IN THE LAST FIVE YEARS

Sl. No.	Name of Project/ Location	Name and Address of Client	Assignment Value	Services Provided	Start Date	Completion Date
1.						
2.						
3.						

FORM T-1B

FORMAT OF WORK EXPERIENCE CERTIFICATE

PERFORMANCE REPORT OF SIMILAR WORKS (to be provided one each for all the works/projects indicated in Form T-1A for meeting the eligibility criteria as per clause 2.2) (To be provided by the client for whom the Work was Executed)

01.	Name of Agency		
02.	Name of Client & Address		
03.	Name of work/Project & Location		
04.	Agreement No.		
05.	Scope of work / services provided	Scope	Service provided (Yes/No)
06.	Date of Start		
07.	Date of completion of all works :		
	i) Stipulated date of completion		
	ii) Actual date of completion		
08.	Amount of compensation levied for delayed completion, if any		
10.	Overall Performance Report :	Very Good / Good / Fair / Poor	
11.	Name of Associated firms & Services provided by them, if	Name of Firm	Service provided

	any		

Dated: _____ Authorized Signatory

Signature :

Name :

Station :

FORM T-1B(1)

**Details of Projects completed in the Last Five Years meeting the eligibility criteria
(as per Clause 2.2)**

(More similar pages may be added in case qualifying projects are more than one)

Name of assignment & location			Page No. of RFP for cross referencing and verification of information
Project Cost & Fee (Rs. In Crores/ US dollars)	Project Cost	Fee	
Commencement date	Scheduled	Actual	
Completion Date	Scheduled	Actual	
Reasons for delay, if any			
Services provided			
Name of Associated firm(s), if any			
Services provided by the Associated firm(s)			

Name of Senior Staff (Project Director, team leader) involved & functions performed			
Narrative description of project including size, features etc.	Use up to a quarter page		
Description of actual services provided	Use up to a quarter page		
Proof of having completed the work to the satisfaction of Client			
Name & address and other contact details of Client's Officer to whom reference may be made			

Signature

NOTES

1. Bidders are required to give page no. in their proposal document and for cross referencing and verification of information mentioned in the above matrix, the page no. at which the details are enclosed in their bid should be provided in the above table.
2. Use separate sheet for each project/ for each member as is appropriate.

3. Only those projects shall be considered for evaluation for which the letter of award and successfully completion certificate with regard to scope of work awarded & completed from the client are enclosed.
4. The evaluation shall be based on the qualitative aspects of the bidders work, therefore, please indicate the salient features of the work undertaken including all such factors like time/ Cost /quality aspects. You may enclose photographs, etc to substantiate on the same

FORM T-1B(2)

Details of Similar Projects under Progress

(More similar pages may be added in case Projects are more than one)

Name of assignment & location with name of employer, address and contact number			Page No. of Bid for cross referencing and verification of information
Project Cost & Fee (Rs. in Crores)	Project Cost	Fee	
Commencement date	Scheduled	Actual	
Completion Date	Scheduled	Actual	
Reasons for delay, if any			
Services provided			

Signature

NOTES

1. Bidders are required to page no. their Bid document and for cross referencing and verification of information mention in the above matrix the page no. at which the details are enclosed in their Bid should be provided in the above table.
2. Use separate sheet for each project/for each member as is appropriate.

FORM T-1C

FINANCIAL CAPACITY OF THE BIDDER

(Rs. In lakhs)

Financial Year (Details to be provided for immediately preceding 5 years)	Financial turn over from consultancy assignments/professional fee of single firm/consortium of firms		
	Firm 1	Firm 2	Average
FY _____			
FY _____			
FY _____			
FY _____			
FY _____			
Average Annual Turnover over the past five years			

Financial Year (Details to be provided for immediately preceding 5 years)	Net Profit after Tax, Depreciation, Interest (PAT) of single firm/consortium of firms	
	Firm 1	Firm 2
FY _____		
FY _____		
FY _____		
FY _____		
FY _____		

Financial Year (Details to be provided for immediately preceding Financial year)	Net Worth of single firm/consortium of firms
--	--

	Firm 1	Firm 2
FY _____		

Certificate from the Statutory Auditors

This is to certify that(name of the Bidder) has received the payments shown above against the respective years on account of professional fees.

Name of the audit firm:

Seal of the audit firm

Date:

(Signature, name and designation of the authorized signatory)

In case the Bidder does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Bidder. In such case, the bidder should mandatorily include supportive proof in the form of relevant extracts of the certified/audited balance sheet(s), Income Tax Returns, etc.

Notwithstanding anything stated above or elsewhere in the document, BIS reserves the right to seek any supplementary information from the bidder in support of the data mentioned in the Forms submitted by the bidders with their bids.

This information will have to be furnished by both the partners of a consortium individually.

FORM T-2A

Approach Methodology

Submit a description of the methodology and work plan incorporating best practices for managing land development and building construction covering the following aspects:

- a) Technical Approach and Methodology, understanding of issues & best practices,
 - b) Work Plan, and
 - c) Organization and Staffing.
- a. **Technical Approach and Methodology**- Bidders should explain their understanding of the objectives of the Assignment/job, approach to the Assignment/job, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. They should highlight the problems being addressed and their importance, and explain the technical approach they would adopt to address them. They should also explain the methodologies they propose to adopt and highlight the compatibility of those methodologies with the proposed approach.
- b. **Work Plan** - The Bidder should propose and justify the main activities of the Assignment/job, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. The work plan should also be consistent with the “Deliverables and Timelines”. A list of the final documents, including reports, to be delivered as final output, should be included here.
- c. **Organization and Staffing** - The Bidder should propose and justify the structure and composition of their team. They should list the main disciplines of the personnel deputed for the Assignment/job, the key expert responsible, and proposed technical and support staff.

FORM T-2B

QUALIFICATIONS OF THE TEAM LEADER/TEAM MEMBERS

Name of the Staff			
Where located			
Name of the firm presently employed			
Years with the firm			
Proposed position			
Details of task assigned			
Key Qualifications (Give an outline of staff member's experience & training most pertinent to tasks on assignment. Describe degree of responsibility held by staff members on relevant previous assignments and give dates and locations)			
Education (Summarize college/university and other specialized education of staff member, giving names of institutions dates admitted, degrees obtained etc.)			
Employment Record			
Client Name & Location			
Total man months of efforts by the firm on the assignment		No. of man months spent by the individual on the assignment	
Brief description of work(to include all critical tasks carried out in the assignment)			

NOTE- Use separate sheet for each client

(To be signed by authorized signatory)

Name:

Station

Form F-1

(Page 1 of 1)

Format for Cover Letter for Submission of Financial Bid

FROM:

To,
Smt Madhurima Madhav
Scientist 'C' (Civil Engineering)
Bureau of Indian Standards
Manak Bhavan, 9, Bahadur Shah Zafar Marg
New Delhi 110002

Subject: “Appointment of Consultant for the Project for Promotion of Use of National Building Code of India 2016 (NBC 2016) in the States and Union Territories of India”

Sir/Madam,

Having examined the RFP document, we, the undersigned, offer to undertake the Consultancy Service for carrying out a comprehensive study of all existing Rules & Regulations that govern land development and building construction in various parts of the country and to prepare draft Rules & Regulations which are aligned to the provisions in National Building Code of India 2016 (NBC 2016) to promote use of NBC 2016 by various statutory and regulatory bodies, etc and such specific and allied works for promotion of use of NBC 2016 as detailed in the scope of work in accordance with your Request for Proposal.

To meet such requirements and to provide Consultancy services as set out in the RFP document, we attach hereto the Financial Bid as per **Form F-2** sealed under envelop, as required by the RFP document, which constitutes our proposal.

If our proposal is accepted, we will submit a performance security to the BIS for a sum equivalent to 10% of the assessed contract value based on the price quoted in our financial bid. Our financial Proposal shall be binding upon us up to expiration of the validity period of the Contract, subject to the modifications resulting from any Contract negotiations.

We agree that you are not bound to accept the lowest or any RFP response you may receive.

Thanking you,

Yours faithfully,

Signature_____

(Authorized Representative)

Full Name_____

Station_____

Address _____

Dated this.....Day of.....201

FORM F-2
(Page 1 of 1)
FINANCIAL BID DOCUMENT
(To be submitted as BOQ)

The following are to be furnished by the Bidder as the **Financial Bid** as per the tender RFPdocument:

Schedule of price bid in the form of BOQ.xls

Price bid in the form of BOQ template BOQ.xls available along with this RFP document on CPPP website. Bidders are advised to download this BOQ.xls as it is and quote their offer/rates in the relevant column and upload the same in the commercial bid. The format of BOQ template is given below for reference only.

- The rates shall be quoted in Indian Rupee only.

NUMBER #	TEXT #	TEXT #	NUMBER #	NUMBER	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Item Code / Make	BASIC RATE In Figures To be entered by the Bidder in Rs. P	GST Amount in INR Rs. P	TOTAL AMOUNT Without Taxes col (13) = (4) x (7) in Rs. P	TOTAL AMOUNT With Taxes col (14) = sum (8) to (13) in	TOTAL AMOUNT in Words
1	2	3	7	9	13	14	15
1	Requests for proposal for "Appointment of Consultant for Comprehensive Study and Review of Rules & Regulations Governing Land Development and Building Construction in Various States & Union Territories of India and Preparing Draft Regulations which are aligned with Provisions in National Building Code 2016 of India (NBC 2016) to Promote Use of NBC 2016"	Item1			0.00	0.00	INR Zero Only
Total in Figures					0.00	0.00	INR Zero Only
Quoted Rate in Words					INR Zero Only		

Basic Rate Entry
Please enter Basic Rate in Rupees for this item.

Volume - 2

GENERAL CONDITIONS OF CONTRACT

1.0 DEFINITIONS

For the purpose of this Agreement, unless otherwise specified or repugnant to the subject or context, the following terms shall be deemed to have the following meanings:

- 1.1 **“Assignment”** means the work to be performed by the Consultant pursuant to the Contract.
- 1.2 **“Authorized Representative”** shall mean the representatives of "Client" and/or Consultant" as the case may be who are duly empowered and authorized by their respective organizations to act for and on their behalf.
- 1.3 **“Client”** means BIS its authorized agencies and assignees.
- 1.4 **“Client’s Representative”** shall mean the representatives of the Client who are duly empowered and authorized to act for and on their behalf.
- 1.5 **“Contract”** means the Contract Agreement signed by the Parties and all the attached documents including Notice Inviting Bid, Instruction to Bidders, Terms of Reference, Client’s Requirements, Consultant’s Proposal, General Conditions of Contract and the Annexures and Forms, amendments to RFP documents if any, and schedules.
- 1.6 **“Day”** means calendar day.
- 1.7 **“Consultant”** shall have the same meaning as Successful Bidder and with whom the Contract Agreement has been signed.
- 1.8 **“Government”** means the Government of India.
- 1.9 **“BIS”** shall mean Bureau of Indian Standards having its office at Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi 110002 established under the Bureau of Standards Act, 2016, who will supervise the work of Consultant for which this RFP has been invited.
- 1.10 **“Parties”** means Client and Consultant, each one individually referred to as Party.
- 1.11 **“NIB” or “Notice Inviting Bid”** (Section 1 of RFP) means the Notice Inviting Bids issued by the Client which provides bidders with information needed to prepare their proposals/bids.
- 1.12 **“Proposals”/ “Bids”** means the Technical and/or Financial Proposal submitted by the Bidder with the RFP.
- 1.13 **“Project Monitoring Committee”** means the Committee set up by the Client for the purpose of Monitoring of progress of the Project.

- 1.14 “Project”** shall mean Project for Promotion of Use of National Building Code of India 2016 (NBC 2016) in the States and Union Territories of India as per the scope defined in the RFP documents, for which Consultant is to provide Services in accordance with and as per the terms and conditions of this Agreement.
- 1.15 “RFP”** means the Request for Proposal prepared by the Client for the Selection of Consultants.
- 1.16 “Services”** shall mean the services to be provided by the Consultant as per the scope of work for the Project
- 1.17 “Start of Work”** shall mean the date of commencement of works by the Consultant.
- 1.18 “Terms of Reference” (TOR)** means the document included in the RFP in Section 3 of Volume-1.

2.0 INTERPRETATION

The titles and headings of the sections in this Agreement are inserted for convenient reference only and shall not be construed and limiting or extending the meaning of any provisions of this Agreement.

3.0 SERVICES TO BE PERFORMED

Consultant shall perform the Services as per the Scope of work mentioned in the RFP documents as per the terms and conditions and within time frame specified in the Agreement.

4.0 DOCUMENTS

All copyright and other proprietary rights in the Works shall vest and stand assigned to BIS and BIS shall consequently own, absolutely and exclusively on a worldwide basis, the whole of property, rights, title and interest including all copyright in the Works, present or future, vested or contingent, generally and without limitation, for the whole term of the copyright, including the right to modify and/or make any alterations to the Works and all the above rights shall not lapse even if such rights are not exercised by BIS during the terms of the copyright and the Consultant shall be required/obliged to execute any deeds/documents, as may be required or considered necessary, by BIS to give effect to and secure the above mentioned rights of BIS in the Works. For the purpose of this clause, the term “Works” shall include all “works” covered by the Copyright Act, 1957 (as amended by the Copyright Amendment Act, 2012) including the, recommendations or any other documents prepared by the Consultant at the inception of, during the course of and until

the completion of the Project and also includes any work created directly or indirectly in the performance of the obligations of the Consultant in connection with the Project.

The Consultant shall not use or allow anyone else to use these documents and without the prior written permission of the Client and any such act without the permission of the Client shall constitute violation of Intellectual Property Rights.

Even in the event of stoppage /cancellation of the selection process, all documents submitted by the Bidders to the Client on or before the cancellation of the selection process shall become the property of the Client and the Bidders shall have no claim on such documents.

5.0 GUARANTEES AND LIABILITIES

5.1 General

Consultant guarantees that the Services as specified/described under the scope of work in this Agreement, and technical documents to be developed by Consultant shall be in accordance with sound and established practices, using National Building Code 2016, Indian Standards and Rules and Regulations and wherever applicable, International Standards, for the purpose(s) specified.

5.2 Liability of the Consultant

The Consultant shall be liable to Client for the performance of services in accordance with the provision of this Agreement and for any loss suffered by Client as a result of default of the Consultant in such performance.

6.0 PERFORMANCE SECURITY

- i. The consultant shall submit an irrevocable Performance Security of 10% (ten percent) of the agreed contracted amount in addition to any other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (notwithstanding and/or without prejudice to any other provision in the contract) as per clause 3.5 within 15 days of issue of letter of award.
- ii. The Performance Security shall be initially valid up to the stipulated date of completion plus 60 days beyond this date. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Security extended to cover such enlarged time for completion of work.
- iii. The Client shall not make a claim under the Performance Security except for amounts to which the Client is entitled under the contract (notwithstanding and/or

without prejudice to any other provisions in the contract agreement) in the event of:

- a) Failure by the Consultant to extend the validity of the Performance Security as described herein above, in which event the Client may claim the full amount of the Performance Security.
 - b) Failure by the Consultant to pay the Client any amount due, either as agreed by the consultant or determined under any of the Clauses/ Conditions of the agreement, within 30 days of the service of this effect by the Client.
- iv. In the event of the contract being determined or rescinded under provision of any of the Clause/Condition of the agreement, the performance security shall stand forfeited in full and shall be absolutely at the disposal of the President of India.

7.0 ABANDONMENT OF WORK

- 7.1 If the Consultant abandons the work for any reasons whatsoever or becomes incapacitated from acting as Consultant as aforesaid, the Client may make full use of all or any of the documents prepared by the Consultant and that the Consultant shall be liable to pay such damages as may be assessed by the Client subject to a maximum of 10% (Ten percent) of the total fee payable to the Consultant under this agreement. The Client may make full use of all or any of the documents prepared by the consultant and proceed from the stage from where the consultant left the work.
- 7.2 If at any time after acceptance of offer of consultancy, the Client decides to abandon or reduce the scope of work for any reason whatsoever, the Client shall give notice to the consultant in writing to that effect and he shall act accordingly. The consultant have no claim to any payment of compensation or otherwise whatsoever. The consultant shall be entitled to all such fee for the services rendered and liable to refund the excess payment, if any made to him over and above what is due in terms of this agreement.

8.0 ASSIGNMENT FEES

The Client shall pay to the Consultant, an Assignment fee of a sum of the quoted prices for providing the services as required under the scope of work mentioned in the Contract Agreement. There shall be no change in the Assignment Fee for the Project on any account for the scope of work as mentioned in the Contract Agreement. The said fee is inclusive of GST, as applicable, to be paid by the Consultant, any other fee/ expenditure incurred by the Consultant. No extra cost shall be admissible for any modification in requirement or client requirement. No variation in contract price shall be admissible whatsoever may be the reason.

The payment shall be as per schedule of milestones specified in the Terms of Reference and shall be released on achievement of each milestone individually. The amount shall be payable in Indian Rupees only.

BIS/Client shall certify completion of each milestone to the satisfaction of the Client. Consultant shall submit his bill only after such certification by the Client.

The Consultant shall submit his bill to the Client for payment within 7 days of such bill becoming due. Upon receiving the bill, the client shall further process the bill and make payment within 30 days of such submission. If any error/discrepancy is discovered by the Client in the bill submitted by the Consultant, the same shall be reported to the Consultant within 14 days of such discovery. In such cases, the Consultant shall resubmit his bill within 7 days.

9.0 TAX LIABILITY

No tax shall be paid to the consultants over their contract amount. Recoveries for Income Tax, Education Cess or any other taxes as per prevailing statutory requirements shall be made from the payments made periodically to the consultants.

10.0 EXTENSION OF TIME

If the consultant is unavoidably hindered in carrying out the work on account of delayed decision or the approval by the Client which are necessary to carry out further work, he shall be allowed suitable extension of time by Client, whose decision shall be final and binding on the consultant. No claim by the consultant shall be made against the Client for such delayed approvals/ decisions by the Client, except for grant of suitable extension of time.

11.0 LABOUR LAWS AND SAFETY MEASURES

- 11.1** Consultant shall comply with all the provisions of labour law related legislation acts as enacted by Government from time to time and in case of any prosecution/penalty, the Consultant shall be liable for the same.
- 11.2** Consultant shall be liable for payments of duties viz. P.F etc. including any compensation payable under Workmen Compensation Act. BIS shall have no responsibility or financial or other liabilities towards professional employed by agencies.
- 11.3** Consultant will take all safety measures/precautions during the work. Any accident due to negligence/any other reason will be to agency account.

12.0 INSURANCE AND MEDICAL

12.1 Insurance by Consultant

It is the responsibility of the Consultant to insure their staff and equipment against any exigency that may occur at site. Consultant will also take insurance cover for third party liability, which might occur due to damages caused to their manpower, equipment etc. BIS shall not be responsible for any such damages.

12.2 Medical

Medical facilities (as per law) for professional including insurance of the professional on site will be provided by the agency.

13.0 INDEMNITY

- 13.1** The Consultant shall at all times hold harmless and indemnify and keep indemnified the Client and its agents, against any claims or liability in respect of any damages or compensation payable in consequences of any accident or injury including death sustained or suffered by/of its (Consultant's) employees and arising out of or in consequence of the performance of this Agreement or caused by any action, omission or operation conducted by or on behalf of Consultant.
- 13.2** The Consultant shall at all times hold harmless and indemnify and keep indemnified the Client against any and all claims by employees, workman, suppliers, agent(s) employed engaged or otherwise working for Consultant, in respect of their wages, salaries, remuneration, compensation or the hike.
- 13.3** Client shall not be responsible for any loss or damage to property of any kind belonging to Consultant or its employees, servants or agents.
- 13.4** The Consultant shall take out and maintain adequate insurance to cover its employees / contract workers etc, under The Workmen's Compensation Act, 1923.
- 13.5** The Client undertakes no responsibility in respect of any life, health, accident, travel and other insurance which may be necessary or desirable for the personnel of Consultant, Sub-consultants, vendors and specialist/Contract employees associated with them for the Project.
- 13.6** All claims regarding indemnity shall survive the termination or expiry of the work order.

14.0 INDEMNITY FOR CLAIM AGAINST PATENTS

The Consultant shall at all times indemnify and hold Client harmless from all costs, damages, etc, and expenses arising out of any claim, action or suit brought against Client by third parties in respect of any infringement of any Intellectual Property Rights (IPR)/ patent or registered or any similar rights resulting from the use of any technical information, data or process or belonging to the Consultant and furnished to Client while providing its services under this work order.

15.0 SECRECY

Consultant shall not disclose to any third party, any information, data, documents, findings, etc. at any time either in whole or in part, shall use all reasonable efforts to preserve the secrecy of the above information and shall not use the same for any other purpose.

16.0 FORCE MAJEURE

- 16.1** For the purposes of this Agreement, “Force Majeure” means War, invasion, revolution, riots, sabotage, lockouts, strikes, work shut-down imposed by Government Acts or legislature or other authorities, stoppage in supply of materials, fuel or electricity, breakdowns of machinery, act of God, epidemics, fires, earthquakes, floods, explosions, accidents, sea navigation blockades or any other acts or events whatsoever which are beyond reasonable control and which shall directly or indirectly prevent completion of the project within the time specified in the agreement, will be considered Force Majeure.
- 16.2** Any delay in or failure of performance by a Party shall not constitute default hereunder or give rise to any claims for damages against said Party if and to the extent caused by reasons arising out of Force Majeure.
- 16.3** The Consultant shall be granted necessary extension of time to cover the delay as caused by Force Majeure without any financial repercussions.
- 16.4** Both Parties shall keep a record of the circumstances referred to above which are responsible for causing delays in the execution of the project.
- 16.5** Should one or both parties be prevented from fulfillment of the contractual obligations by a state of Force Majeure, the two parties shall consult each other and decide regarding the future execution of the contract.

17.0 STATUTORY REQUIREMENTS

During the tenure of this Agreement nothing shall be done by the Consultant in contravention of any law, act and/or rules/regulations, thereunder or any amendment thereof governing inter alia customs, taxes, foreign exchange etc.

18.0 CHANGES AND ADDITIONS IN CONSULTANT'S SCOPE OF WORK

BIS shall have the right to request the Consultant in writing to make any changes, modifications, and/or additions to Consultant's scope of services. Consultant shall on such written requests carry out the consequential work on account of such changes/modifications or addendums, etc, without any additional payment from the client.

19.0 CONTRACT PERIOD

On signing by Client and Consultant, this Agreement shall be deemed to have come into force from the date of Commencement of works as mentioned in Request for Proposal and shall remain in force, up to the end of the defect liability period including the settlement of final accounts.

20.0 CONFLICT OF INTEREST

20.1 Client requires that Consultant provides professional, objective, and impartial advice and at all times hold the Client's interests paramount, strictly avoid conflicts with other Assignment/jobs or their own corporate interests and act without any consideration for future work.

20.2 Without limitation on the generality of the foregoing, Consultant, and any of his affiliates, shall be considered to have a conflict of interest and shall not be hired, under any of the circumstances set forth below:

(i) **Conflicting activities;** A firm that has been engaged by the Client to provide goods, works or Assignment/job other than consulting assignment/job for a project, and any of its affiliates, shall be disqualified from providing consulting assignment/job related to those goods, works or assignment/job. Conversely, a firm hired to provide consulting assignment/job for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or assignment/job other than consulting assignment/job resulting from or directly related to the firm's consulting assignment/job. Other than consulting assignment/job are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.

(ii) **Conflicting assignment/job;** A Consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any Assignment / job that, by its nature, may be in conflict with another Assignment/job of the Consultant to be executed

for the same or for another Client. For example, a Consultant hired to prepare engineering for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Consultant assisting a Client in the privatization of public assets shall not purchase, nor advise purchasers of, such assets. Similarly, a Consultant hired to prepare Terms of Reference for an Assignment/Job should not be hired for the assignment/job in question.

(iii) **Conflicting relationships;** A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Client's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment/job, (ii) the selection process for such assignment./job, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Client throughout the selection process and the execution of the Contract.

(iv) The Consultant has an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of BIS, or that may reasonably be perceived as having this effect. Any such disclosure shall be made as per the forms of technical proposal provided herewith. If the Consultant fails to disclose said situations and if the BIS comes to know about any such situation at any time, it may lead to the disqualification of the Consultant during bidding process or the termination of its contract during execution of the assignment.

21.0 OWNERSHIP OF DOCUMENTS

The ownership of all documents/deliverables prepared during and under the Project shall be governed by clause 3.11 of Section 3 of Volume-1.

22.0 SUSPENSION & TERMINATION

22.1 Suspension

Client shall have right to suspend partly or as a whole at any time the performance of Services, in such event, Client shall pay to Consultant any such amount that may be determined by Project Monitoring Committee/BIS and such determination shall be binding on the Consultant.

22.2 Termination

22.2.1 Termination on account of Force Majeure

If as a result of Force Majeure, the Consultant is unable to perform Service for a period of more than 60 days, the Client shall have the right to terminate this Agreement on account of Force Majeure, as set forth in clause 16.0.

22.2.2 Termination on account of insolvency

In the event the Consultant at any time during the term of this Agreement becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the Client shall, by a notice in Writing have the right to terminate this Agreement and all the Consultant's rights and privileges hereunder, shall stand terminated forthwith.

22.2.3 Termination for unsatisfactory performance

If the Client considers that the performance of the Consultant is unsatisfactory or, not up to the expected standard, the Client shall notify the Consultant in writing and specify in detail the cause of such dissatisfaction. The Client shall have the option to terminate this Agreement by giving 30 days' notice in writing to the Consultant, if Consultant fails to comply with the requisitions contained in the said written notice issued by the Client.

22.2.4 Time is the essence of the Contract

Consultant shall be required for the commencement of Services immediately from the date of signing the Agreement. If the Consultant fails to mobilize as above, the Agreement shall automatically stand terminated unless Client has extended the period for commencement of Services in writing.

22.2.5 Consequences of termination

If the Consultant fails to deliver the services thereof within the period fixed for such delivery in the schedule or at any time repudiates the contract before the expiry of such periods, the BIS may without prejudice to any other right or remedy available to him to recover damages for breach of the contract: -

- a) Recover from the Consultant as liquidated damages which will be charged by way of penalty, as specified in the Clause 7.0 of the general Conditions of Contract.
- b) Cancel the contract or a portion thereof by serving prior notice to the Consultant.
- c) BIS may take a decision to cancel the contract with immediate effect and/or debar/ blacklist the bidder from bidding prospectively for a period of 3 years or as decided by the BIS or take any other action as deemed necessary.

Further, in all cases of termination herein set forth, the obligation of the Client to pay for Consultant's performance shall be limited to the period upto the date of termination. Notwithstanding the termination of this Contract, the parties shall continue to be bound by

the provisions of this Agreement that reasonably require some action or forbearance after such termination.

- 22.2.6** In the event of the Termination of the Agreement, the Consultant shall be obliged to return to the BIS all documents, etc, made available to them and handover all the documents collected by them and reports that may have been prepared till date of termination in hard and soft copies.

23.0 ASSIGNABILITY

The Contract and benefits and obligations thereof shall be strictly personal to the Parties and shall not on any account be assignable or transferable by the Parties under any circumstances.

24.0 DISPUTE RESOLUTION

- 24.1** The Bureau and the Agency shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract.
- 24.2** If any dispute, difference, question or disagreement shall at any time, hereafter arise, between the parties hereto or the respective representatives or assignees in connection with or arising out of the contract the Director General, BIS would appoint a sole arbitrator, who shall be accepted by the Agency. The decision of the arbitrator shall be final and binding on both the parties.
- 24.3** It is also term of the contract that contractor shall not stop the work under this contract and work shall continue as expected to continue whether the arbitration proceedings have commenced or not.
- 24.4** The Venue of the arbitration shall be at New Delhi. Subject to as aforesaid, the provision of the Indian Arbitration and Conciliation Act, 1996 [as amended by the Indian Arbitration and Conciliation (Amendment Act), 2015] and any statutory modifications or re- enactments thereof and rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.

25.0 JURISDICTION & APPLICABLE LAW

This contract, including all matters connected with this contract, shall be governed by the India laws, both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of Delhi Court, if required.

26.0 NOTICES

- (a) Subject to any provisions in the Contract Documents to the contrary, any notice, or communication sought to be served by the Consultant on the Client with reference to the Agreement shall be deemed to have been sufficiently served upon the Client

(notwithstanding any enabling provisions under any law to the contrary) only if delivered by hand or by Registered Post to the Authorised Representative of Client as defined in the Conditions of Agreement.

- (b) Without prejudice to any other mode of service provided for in the Contract Documents or otherwise available to the Client, any notice, order or other communication sought to be served by the Client on the Consultant with reference to the Agreement, shall be deemed to have been sufficiently served if delivered by hand or through Registered Post to the Authorised Representative of Consultant as defined in the Conditions of Agreement.
- (c) Date of notice of instruction shall be the day on which said notice or instruction is received.
- (d) Any Party may change its notice address at any time by so advising the other Party thereof in writing.

27.0 INDEPENDENT AUDIT

Consultant shall maintain up-to-date records that clearly identify relevant time and expenses and be responsible and liable for all statutory audits at no extra costs as required under the law.

28.0 LANGUAGES AND LAW

This Agreement and the Services performed herein-under shall be in English language. This Agreement shall be subject to Indian Laws as in force from time to time.

29.0 ASSIGNMENT AND SUB-CONTRACTS

- 29.1** The Consultant shall not without the written consent of the Client assign the benefits from the Agreement other than money.
- 29.2** The Consultant shall not subcontract whole of the work. The Consultant shall not without the written consent of the Client initiate or terminate any sub-contract for performance for any part of the work/services.

30.0 CONSULTANT CODE OF CONDUCT AND STANDARDS OF ETHICS

- 30.1** The Client is committed to its 'values & beliefs' and business practices to ensure that Consultant, who provides services, will also comply with these principles.

- a) In pursuance of the above objective, this policy defines, the terms set forth below as follows:

“corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the selection process or in contract execution; and

“fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract,

“collusive practice” means a scheme or arrangement between two or more Consultants, with or without the knowledge of the Client, to establish prices at artificial noncompetitive levels.

“coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.

- b) The Client desires that the Consultant should observe the highest standard of ethics during the execution of such contracts.

i. Bribery and corruption

Consultant is strictly prohibited from directly or indirectly (through intermediates or subcontractors) offering any bribe or undue gratification in any form to any person or entity and / or indulging in any corrupt practice in order to obtain or retain a business or contract.

ii. Integrity, indemnity & limitation

Consultant shall maintain high degree of integrity during the course of its dealing with business/contractual relationship with BIS. If it is discovered at any stage that any business/contract was secured by playing fraud or misrepresentation or suppression of material facts, such contract shall be voidable at sole option of the Competent Authority of BIS. For avoidance of doubts, no right shall accrue to the Consultant in relation to such business/contract and BIS or any entity thereof shall have or incur any obligation in respect thereof. The Consultant shall indemnify in respect of any loss or damage suffered by BIS on account of such fraud, misrepresentation or suppression of material facts. The agency will be solely responsible for the omission and commission of employees deployed by them.

- c) It is further provided that :-

- (i) The Client will annul/terminate the Contract if it determines that the Consultant recommended for award has engaged in corrupt or fraudulent activities in competing for the Contract in question;

- (ii) The Client will declare a Consultant ineligible, either indefinitely or for a stated period of time, to be awarded a Government contract if it at any time determines that the Consultant has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract.

30.2 Signing of Integrity pact

BIS is committed to highest levels of ethical working. All successful bidders will have to enter into an agreement to uphold highest standards of integrity as per **Form 6**.

31.0 CONSULTANT'S ACTION REQUIRING CLIENT'S PRIOR APPROVAL

Consultant shall obtain the Client's prior approval before taking any actions, wherever required.

32.0 CONSULTANTS' PERSONNEL

32.1 Removal and/or Replacement of Personnel

- a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultant, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.
- b) If the Client finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client's written request specifying the grounds therefore, provide as a replacement a person with qualifications and experience acceptable to the Client.
- c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/ or replacement of Personnel.

33.0 NUMBER OF DOCUMENTS AND COPY RIGHT

- 33.1** All the documents, reports and any other details envisaged under this agreement shall be supplied in five hard copies and one soft copy. All documents as required for perusal by the local bodies and other authorities shall be submitted as per the requirement of local body. If there is any revision in any document for any reason, copies of document shall be re-issued along with soft copy in CD without any extra charges. All these documents will become the property of the Client.

33.2 The documents/reports cannot be issued to any other person, firm or authority or used by the Consultant for any other project. No copies of any documents shall be issued to anyone except the Client and / or his authorized representative.

34.0 GENERAL

34.1 The Consultant shall be fully responsible for the completeness and soundness of the proposal.

34.2 The Client will have the liberty to supervise and inspect the work of Consultant and/ or his sub-Consultants at any time by any officer nominated by him who shall be at liberty to examine the records/documents.

34.3 All Proposals shall be based on and best practices which will ensure successful outcome of the Project.

34.4 The Consultant shall render full assistance, guidance and advise in general to the Client on any matter concerning the technical aspects of the project.

34.5 The Consultant shall promptly notify the Client of any change in the Constitution of his firm. It shall be open to the Client to terminate the Agreement on the death, retirement, insanity or insolvency of any person being Director in the said firm, or on the addition or introduction of a new Director not promptly informed in writing to the Client. But until its termination by the Client as foresaid, this Agreement shall continue to be in full force and effect notwithstanding any changes in the constitution of the firm by death, retirement, insanity or insolvency of any of its Director or addition or introduction of any new Director. In case of death or retirement, the surviving or remaining Directors of the firm shall be jointly and severally liable for the due and satisfactory performance of all the terms and conditions of this Agreement.

34.6 The Consultant shall during the period of this assignment, and till the satisfactory completion of the project, act as consultant and give related advice regarding the project.

34.7 The Consultant shall exercise all reasonable skill, care and diligence in the discharge of duties hereby agreed to be performed by them.

34.8 Any terms not laid down, which may arise out of this Agreement, will be dealt with through mutual consultations

34.9 The Consultant shall inform the Employer about the name, professional qualifications and experience of sub-consultants proposed to be engaged by him, if any, and obtain prior written approval of the Employer for such engagement. However, the Consultant shall be responsible for the correctness and accuracy of s and drawings prepared by sub-consultants.

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- 34.10** The Consultant shall be responsible for soundness of the services rendered by him or his sub-consultants.
- 34.11** It shall be responsibility of the Consultant and his sub-consultants to prepare all documents as per best practices.
- 34.12** The Consultant hereby agrees that the fee to be paid as provided in this agreement shall be in full discharge of functions to be performed by him and no claim whatsoever shall be made against the Employer in respect of any proprietary rights or copy rights relating to the reports/documents on his part or on the part of any other party.
- 34.13** The reports/documents, related details, and recommendations prepared and acquired by the Consultant for the work entrusted to him under this agreement shall become the property of the Client. These reports/documents shall not be issued to any other person, firm or authority or used by the Consultant for any other project without the prior permission of the Client.
- 34.14** The Consultant shall not assign, sub-let, transfer any obligation or right of the Consultant under this agreement without the written consent of the Client.
- 34.15** The Consultant shall indemnify and keep indemnified the Employer against any claim regarding details and recommendations prepared and acquired for the work entrusted to him under this agreement by any other party and against all costs and expenses incurred by the Client in defending themselves against such claims.

Volume - 3

CLIENT'S REQUIREMENTS AND SCOPE OF SERVICES

1. ROLE/SCOPE OF THE CONSULTANT

Land development and building construction is an activity which is managed and controlled by various Municipalities and Urban Local Bodies (ULBs) as per Rules and Regulations framed by them and the States/UTs. Each such set of Rules and Regulation is unique to each State and jurisdiction of the concerned body. While there are similarities all across there are also differences which exist in various geographies. Also, there are some other statutory requirements also which all land development and building construction activity is required to comply with.

The National Building Code of India 2016 (NBC 2016) is a comprehensive document brought out by Bureau of Indian Standards under the guidance of thousands of domain experts and with public consultation, and it covers all facets of construction of buildings and built environment. The Code is voluntary in nature. Many existing statutory Rules do quote from the Code and give references to various provisions, especially in relation to safety of buildings and its occupants but here also, it is seen that there are variations.

BIS wishes to carry out the exercise of understanding the existing provisions contained in concerned Rules and Regulations of various States and their local bodies, identifying the commonalities and differences between same and the corresponding provisions given in NBC 2016 and then come up with specific set of recommendations for each State/UT for its consideration for implementation by their Municipal Bodies/ULBs and demonstrate the advantages of same.

The Consultant shall provide Consultancy for comprehensive study of existing rules and regulations, various other statutory provisions required to be complied with in the field of land development and building construction on pan-India basis, comparing these with provisions as made in NBC 2016 brought out by BIS, identifying commonalities and differences, preparing draft fresh set of Model/Standardized Rules and Regulations which can be considered for adoption by various statutory bodies/Urban Local Bodies/Municipal Bodies/Development Authorities in various States/UTs, so that there is generally a similar/uniform framework which governs all building construction activity, which will include planning/construction of fixed assets so that they can be built faster, are safe, efficient, durable, resilient, accessible and sustainable and they are maintained and operated in a manner so that they continue to perform satisfactorily throughout their design life. It shall also include identification of various best practices, which may currently not be part of NBC 2016 and making specific recommendations whether these can be included in the draft Rules and Regulations. The scope shall also include

dissemination of the outcome to various statutory/Regulatory bodies through meetings/Workshops, presentations at various locations. It shall further include creating documentation for an awareness campaign for general public to make them aware of their rights and duties and how they can get better services from authorities and/or professionals they engage, and also creating a simplified booklet on using NBC 2016 which can be used by all stakeholders- faculty members, students and also by professionals.

The selected Consultant shall be required to provide services as below:

a. SUBMIT CONCEPT REPORT

1. Ascertain client's requirements, examine constraints & potential; and prepare a Brief for Client's approval.
2. Prepare report after evaluating the existing regulatory systems, state of existing building byelaws, and analysis and impact of existing and/or proposed changes on the quality and safety of buildings and built environment, the quality of services to the users and on the functioning and performance of various bodies.
3. Ascertain the issues that are currently being faced by various stakeholders in getting necessary permits and approvals & how these impact developments and performance of stakeholders.
4. Furnish report on measures that can be taken to mitigate the adverse impact, if any, of the existing and/or proposed recommendations.

b. PRELIMINARY REPORTS & RECOMMENDATIONS

1. Compile the existing Rules & regulations of all the States and Union Territories which govern the process of land development and building construction from various States/UTs, metros etc.
2. Identify commonalities and divergence between various Rules & Regulations as are existing in various geographies, & how it impacts the activity of land development and building construction activity.
3. Identify Rules & Regulations which are currently mandatory and which are recommendatory.
4. Compare the existing Rules & Regulations to various provisions in the National Building Code of India 2016.
5. Identify various best practices which may currently not be part of the NBC but which if included in final draft Rules, will ensure that the aim of the project is better achieved.
5. Present the findings to BIS for its consideration.

6. Recommend draft Rules & Regulations, aligned to provisions of NBC which, if accepted by concerned bodies will ensure that there will be general improvement in service delivery, enhanced efficiencies, ensure better building stock being created which are safe and more sustainable, accessible, efficient, safer work places, ensure faster approvals & enhanced transparency. Recommendations made for proposed rules have to lead to improvement in ease of doing business & Consultant shall demonstrate this.
7. Modify the conceptual reports/recommendations incorporating required changes, if any as may be suggested by BIS
8. Identify and document change management issues that may be faced in implementing the revised Rules & Regulations and how this can be addressed.

2.0 SCOPE OF WORK

The Scope of work shall be as detailed in clause 3.2 of Section 3 of Volume 1.

3.0 DELIVERABLES

The Consultant shall deliver the following to BIS which shall be in consonance with the scope of work as defined in 3.2 of Section 3 of Volume-1 and 2.0 of this Volume:

Sl No.	Deliverable
1	Compilation and study of existing processes, rules and regulations as existing in various States and UTs which govern the land development and building construction, and other statutory provisions which have to be complied with currently, etc
2	Classification of the Provisions in various Rules and Regulations as mandatory/recommendatory, identification of commonalities/dissimilarities, conflicts, if any
3	Mapping the existing Rules, Regulations, Processes against provisions given in NBC 2016
4	Identification of other best practices which may currently not be a part of the existing rules or of NBC 2016, which may be aspirational but will help further the Aim/Objective of this project
5	Preparation of a draft revised standardized/model Rules and Regulations aligned with the provisions of NBC 2016, for the consideration of BIS
6	Preparing State/UT-wise standardized/model regulatory documents, including such required documents for some metro/mega cities, which can be adopted by various

	authorities & obtaining approval of BIS as per scope of work
7	Creating pamphlets for an awareness campaign for general public
8	Creating a simplified booklet on using NBC which can be used by all stakeholders- academicians, students and professionals
9	Dissemination to designated States/UTs, the knowledge base created and presenting to them advantages of adopting the same through meetings and workshops

The Consultant shall supply 5 (Five) sets and 1 (one) soft copy of each document created at each deliverable stage, to the Client.