

**Expression of interest**

**for**

**Designing Consultancy for preparation of conceptual design and EPC contract for tendering purpose for Auditorium cum placement centre at GGSIPU, Dwarka.**

## **Invitation to Architect/Architectural Firms.**

**Name of Work: C/O Auditorium Cum Placement Cell and Open-Air Theatre**

**SH: Designing Consultancy for preparation of conceptual design and EPC contract for tendering purpose for Auditorium cum placement centre at GGSIPU, Dwarka.**

GGS Indraprastha University intends to construct a semi-permanent structure for housing an Auditorium of minimum 650 capacity, Placement Cell and an Open-Air Theatre with 400 capacity in its campus at sector 16 c Dwarka. It is proposed to execute this work on EPC mode of execution. For this purpose, University invites application for design consultancy for preparation of conceptual design of the proposed structure, the EPC contract for tendering purpose for Auditorium cum placement centre at GGSIPU Dwarka from Architect/Architectural firms possessing requisite professional and experience in planning, designing and execution of auditorium.

Application forms duly filled in and complete in all respect with a list of important works executed, credentials from the client and other details as per prescribed application format should be submitted to the Superintending Engineer, UWD, Library Block, GGSIPU, Sector 16-C, Dwarka, Delhi-110078 up to 17:00 PM dated 13/03/2020.

<b>Time period for completion of work</b>	30 days
<b>Last Date and time of Submission of Bid Documents</b>	13/03/2020 upto 15:00 hrs
<b>Date &amp; Time of Opening of Bid</b>	13/03/2020 at 15:30 hrs

Bid documents consisting of eligibility criteria and other relevant details can be downloaded from website [www.ipu.ac.in](http://www.ipu.ac.in).

Superintending Engineer

UWD, GGSIPU

## **2. Brief Particulars of Proposed Structure:**

- a) An auditorium of minimum 650 capacity including interior, Audio / Video, Acoustics, Stage Lighting etc
- b) Open Air Theatre of 400 capacity
- c) Placement cell with 7 interview cabins, liaison office, conference room of 50 capacity, Seminar room, computer room with 80 capacity.

The structure will be semi-permanent structure and preferably steel structure. The structure is proposed to be located on plot of land adjacent to the parking / opposite to the badminton court in University's campus at sector 16 c Dwarka.

## **3. Broad Scope of work:-**

- Site evaluation and assessment
- Space planning/Development & volumetric study.
- Architectural design with structural elements and planning of services like MEP, Electrical, Audio / Video, Signage, Landscaping, Acoustics, Air Conditioning, Interior including furniture, Landscaping
- Input to preparation of EPC contract document including specializations.
- Preparation of preliminary estimate on the basis of PAR which include following works
  - i. Civil work
  - ii. MEP work (Air Conditioning, Fire Fighting, Fire Alarm
  - iii. Fixed Interior including fixed furniture etc.
  - iv. Electrical work, LAN / EPBAX work,
  - v. Stage lighting
  - vi. Audio / Video, Video Conferencing
  - vii. Signage
  - viii. Landscaping work

#### **4. Selection process:**

The selection process shall consist of following stages:

- I. Initial eligibility
  - a) The architect/architectural firm should have successfully completed one work of Auditorium designing/planning.
  - b) The applicant should be Architect registered with Council of Architecture (COA), India or Architectural firms fully owned by Architects registered with COA.
  - c) Should be have valid GST registration. Should have filed GST return of last month ending last date of receipt of tender.
  - d) Should have valid PAN number.
- II. Presentation: The eligible bidders in initial eligibility will be required to make a presentation on concept plan of the proposed structure including the services defined in scope of work. For this presentation applicants will be given a one-week time.
- III. On the basis of presentation, the best concept/design will be selected by an Evaluation committee and will be considered for award of work.
- IV. The successful bidder will be paid a sum of Rs 5 lakh (Rupees Five lakh) as fixed consultancy fee including all applicable taxes, contingencies, input cost etc.

**5. Bid Opening:**– The bids will be opened by the Superintending Engineer, UWD at the specified date and time. Technical details shall be evaluated in accordance with the eligibility criteria defined in bid document.

#### **6. Documents to be submitted:-**

The following documents duly attested & certified Should be enclosed along with the application for verification of the eligibility:

##### **A. For Initial Eligibility Criteria:**

- i) Certified copy of registration with Council of Architecture of the proprietor or senior most partners in a partnership firm.

- ii) Self-attested copy of valid GST Registration certificate
- iii) Self-attested copy of PAN Card.
- iv) Particulars of completed works in format–V
- v) Performance certificates issued by client in format–V A.

**B) For Presentation:**

Only bidders eligible in the initial eligibility will be required to submit following documents within one week of being notified to do so:

- i) Conceptual plan in A2/A3 size sheet
- ii) Copy of the presentation including tentative cost in A4 size sheet

**7. Submission of Documents**

The application document in the prescribed form duly completed and signed shall be received at University Works Department, Library Block, Sector-16C, Dwarka, New Delhi-110078 by the Superintending Engineer or his authorized representative, upto 1700 hrs. on 13/03/2020. The bidder shall sign on all the statements, documents, certificates submitted by him, owning responsibility for their correctness/authenticity. All documents should be submitted in a sealed envelope clearly mentioning Name of Work, date of opening

**8. Method of application**

- (a) If the applicant is an individual, the application shall be signed by him above his typewritten name and current address with contact no.
- (b) If the applicant is a proprietary firm, the application shall be signed by the proprietor above his type written name, full name of the firm with its current address and contact no.
- (c) If the applicant is a firm in partnership, the application shall be signed by all the partners of the firm above their typewritten names, current addresses with contact no. or alternatively by a partner holding power of attorney for the firm. In that case a certified copy of the power of attorney should accompany the application. In both cases certified copy of the partnership deed and

current address of all the partners of the firm should accompany the application.

- (d) If the applicant is a limited company or a corporation, the application shall be signed by a duly authorized person holding power of attorney for signing the application accompanied by a certified copy of the power of attorney. The applicant should also furnish a copy of the Memorandum of Articles of Association duly attested by a Public Notary.

## **9. Duties and Taxes**

All duties and taxes are deemed to be included in rates quoted by consultant. No claim shall be entertained by GGSIPU on any duties, taxes and other levies payable by the bidders in respect of the transaction between the bidders and Sub Consultant/other agencies. However, in case of any new statutory tax/duty is levied by State/Central Government or rate of existing taxes/duties are increased or decreased by state/Central Government after the last date of receipt of tender and which is applicable on this consultancy assignment then the change/additional tax/duty shall be reimbursed/recovered separately.

## **10. Local Conditions and Preliminary Costs**

- (a) Each bidder should fully acquaint himself of all local conditions and factors, which may have effect on the execution of services covered under these documents and specifications.
- (b) All costs of preparing the proposal, presentations, visits etc. shall be borne by the bidders.
- (c) The bidder is expected to visit and examine the site / location of the site of work in GGSIPU Campus, Sector 16 C, Dwarka, New Delhi and its surroundings and obtain all information that may be necessary for preparing the bid at their own cost and interest.
- (d) The bidder is expected to know all conditions and factors, which may have any effect on the execution of the contract. After signing the agreement. UWD GGSIPU shall not entertain any request from the bidder for

clarifications regarding such local conditions.

**11. Information and Instructions**

- i) All Information called for in the enclosed proforma should be furnished against the relevant columns. Additional information may be furnished on a separate sheet by mentioning the same against the relevant column.
- ii) Credentials, references, information and certificates from the client certifying performance along with list of important works executed should be furnished in the prescribed formats.
- iii) GGSIP University reserves the right to verify the performance of Architects/Architectural firms and to call for any further information.
- iv) An Architect/Architectural Firms may furnish any additional information, which they think is relevant for the purpose. They are, however, advised not to furnish superfluous information. No information shall be entertained after the last date of submission of application form, unless it is called for by the GGSIP University.
- v) Applicants are expected to make their own assessment and satisfy themselves fully with all aspects of the University's structure, Project needs, site conditions, local environment, functional and statutory requirements for development of such a campus and accordingly make proposals. Applicants are also advised to inspect and examine the site and its surroundings as well as the scope of work and satisfy themselves before submitting their bids. They should obtain all necessary information as to risks, contingencies and other circumstances, which may influence or affect their offer. The consultant submitting the offer shall be deemed to have full knowledge of the site and scope of work whether he inspects it or not and no extra charges or claims consequent on any misunderstanding or otherwise shall be allowed.
- vi) Applicants are required to submit their proposals strictly according to the terms and conditions and in the form and manner specified by The University.
- vii) Any information, furnished by the tendering consultant, if found to be incorrect either immediately or at a later date, would render the applicant bid to be

summarily rejected and such applicant shall be debarred from tendering / taking up work in University for three years.

- viii) The department reserves the right to reject any prospective application without assigning any reason and to restrict the list of pre-qualified consultants to any number deemed suitable by it, if too many applications are received satisfying the eligibility criteria.
- ix) Bid and all correspondence incidental and related to Bid shall be in English language. Any printed literature and document submitted in any other language should be accompanied by authenticated English translation, in which case, for purpose of interpretation of the Bid, English translation shall govern. Responsibility for correctness in translation shall lie with the Bidder.
- x) The applicant or authorized representative should sign on each page of the bid with stamp and date. The Bid must be complete in all respect leaving no scope for ambiguity. It is in the interest of Bidder to submit complete and comprehensive proposal leaving no scope for any further questionnaires.
- xi) University will not be responsible for any costs or expenses incurred by the Agency in connection with the bidding process or delivery of Bids.
- xii) References, information and certificates from the respective clients certifying suitability, technical knowhow and capacity of the applicant should be signed by an officer not below the rank of Executive Engineer or equivalent.
- xiii) The University reserves to itself the authority to reject any or all of the bids received and to split or change the scope of the work without assigning any reason. The University also reserves the right to itself to terminate the tendering process at any stage without assigning any reason.
- xiv) The offer, in which any of the prescribed conditions is not fulfilled or where the applicants puts any condition including that of conditional rebate, shall be liable to be summarily rejected.
- xv) Canvassing whether directly or indirectly, in connection with the tender is strictly prohibited and the tender submitted by the consultant who resorts to canvassing in any form will be liable to rejection.



- xvi) The offer shall remain open for acceptance for a period of 90 days from the date of opening of 'bid'. If any tenderer withdraws his offer before a period of 90 days from the date of opening of bid or makes any modifications in the terms and conditions of the tender which are not acceptable to the department, then the University shall, without prejudice to any other right or remedy, be at liberty to forfeit earnest money as aforesaid.
- xvii) The bid Document shall form a part of the contract agreement. The successful tendering consultant on acceptance of his tender by the Accepting Authority, shall, within 15 days, sign the contract. No payment shall be released if the agreement is not signed by the consultant.
- xviii) The selection, does not, in any way, automatically confer any right, whatsoever, on any applicant for award of whole of the work as described in the scope of services, or part thereof.

## **12. Payment of Performance Guarantee:**

The Applicant whose tender is accepted will be required to furnish performance guarantee of Rs 25000/- within the 7 **days** of issue of letter of acceptance. This guarantee shall be in the form of Banker's Cheque /Demand Draft /Pay order of any scheduled bank or Fixed Deposit Receipts or in the form of an irrevocable bank guarantee bond of any scheduled bank in accordance with the form prescribed.

## **13. Liaison Office**

A liaison office will be maintained in the National Capital Territory of Delhi by the main consulting firm and sub-consultant during the duration of the consultancy services for effective coordination with the department.

## **14. Terms and Conditions**

- a) The consultant shall provide consultancy services in project conceptualization covering space utilization, functional requirements, preparation of Layout plan, Project Preliminary cost estimation, architectural drawings and various services

design, detailed project report, preparation of EPC contract documents. The Preliminary project report shall cover all project components

- b) The consultant shall prepare preliminary estimate based on latest Plinth Area Rates/ market rate as applicable and submit to the Engineer-in-charge and shall make necessary corrections/modifications as suggested by him and finally get it approved by the Engineer-in-charge. This shall also include preparation of Revised P.E (if required) during execution of the work and making necessary corrections/modifications as suggested and getting it approved by the Engineer-in-charge.
- c) The consultant shall also prepare the bid documents for call of EPC tenders for execution of work in suitable packages as decided by GGSIPU. The corrections / observations, if any is made by the department, the same shall be complied by consultant till final approval by the competent authority. The approved tender documents, detailed estimate, details of measurements and analysis of rates shall also be submitted in hard copy as well as soft copy.
- d) The Consultant shall have to perform in an efficient, orderly and professional manner and shall deploy necessary qualified and skilled persons according to the requirement of the services.
- e) The consultant shall have to prepare design philosophy and the design methodology, listing out relevant codes, related references, sound-engineering practices etc.
- f) The Consultant shall comply with the applicable norms of local as well as Central Govt. Bodies.
- g) The Consultant shall ensure that various building/engineering services are suitable and economically designed without any discrepancies between the structure and finishes, and the requirements of service installation.
- h) The Consultant will certify the plans prepared EPC contractor for confirmnity with concept plan/specifications approved by University.
- i) The consultant will attend the meeting(s) as and when desired by University and also visit the site at no extra cost.

**15. Payment Schedule:**

On approval of concept plan	-	25% of total profession fee
On approval of EPC Document	-	40% of total profession fee
On certification of drawings Submitted by EPC Contractor	-	25% of total profession fee
After completion of Defect liability period of 12 months	-	10% of total profession fee

**16. Time Schedule:** 30 days from date of issue of letter of award

**17. Liability of the Consultant:** The consultant shall be liable in case of any damage caused to the department due to gross negligence or willful misconduct on his part or on the part of any person acting on his behalf, in carrying out the services.

The limitation of liability shall not affect the Consultants' liability, if any, for damage to the third parties caused by the Consultant or any person acting on his behalf in carrying out the Services.

**18. ABANDONMENT OF WORK:** If the Consultant abandons the work for any reasons whatsoever or becomes incapacitated from acting as Consultant as aforesaid, the Engineer-in-Charge may make full use of all or any of the drawings prepared by the Consultant and that the Consultant shall be liable to pay such damages as may be assessed by the Engineer-in-Charge subject to a maximum of 10% (Ten percent) of the total fee payable to the Consultant under this agreement. The department may make full use of all or any of the drawings prepared by the consultant and proceed from the stage from where the consultant left the work.

If at any time after acceptance of offer of consultancy, department decide to abandon or reduce the scope of work for any reason whatsoever, the department 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.

**19. DETERMINATION OF RESCISSION OF AGREEMENT:** The Engineer-in-

Charge without any prejudice to its right against the Consultant in respect of any delay by notice in writing absolutely determine the contract in any of the following cases:

- i. If the Consultant being a firm/company shall pass a resolution or the court shall make any order that the firm/company shall be wound up or a receiver or a manager on behalf of the creditor shall be appointed or if circumstances shall arise which entitle the court or creditor to appoint a receiver or a manager or which entitles the court to make up a winding order.
- ii. If the Consultant is in breach of any terms of agreement.

When the Consultant has made himself liable for action under any of the cases aforesaid the Employer shall have power:

- a) To determine or rescind the agreement.
- b) To engage another Consultant to carry out the balance work debiting the Consultant the excess amount if any so spent.
- c) In the event of above Performance Guarantee and security deposit will stand forfeited in favour of department

**20. Dispute resolution:** Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, design, drawings and instructions hereinbefore mentioned and as to the quality of workmanship or materials used on the works or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:

- (i) If the consultant considers any work demanded of him to be outside the requirements of the contract or disputes on any drawings, record or decision given in writing by the Engineer-in-charge on any matter in connection with arising out of the contract or carrying out of the work, to be unacceptable, he shall promptly within 15 days request the

Superintending engineer/Administrative Head in writing for written instruction or decision.

- (ii) Thereupon, the Superintending engineer/Administrative Head shall give his written instructions or decision within a period of one month from the receipt of the consultant's letter. If the Superintending engineer/Administrative Head fails to give his instructions or decision in writing within the aforesaid period or if the consultant(s) is dissatisfied with the instructions or decision of the Superintending engineer/Administrative Head, the consultant may, within 15 days of the receipt of Superintending engineer/Administrative Head's decision, appeal to the Registrar who shall offer an opportunity to the consultant to be heard, if the latter so desires, and to offer evidence in support of his appeal. The Registrar shall give his decision within 30 days of receipt of consultant's appeal. If the consultant is dissatisfied with this decision, the consultant shall within a period of 30 days from receipt of the decision, given notice to the Vice Chancellor for appointment of arbitrator failing which the said decision shall be final, binding and conclusive and not referable to adjudication by the arbitrator.
- (iii) Except where the decision has become final, binding and conclusive in terms of sub- Para (i) above disputes or difference shall be referred for adjudication through arbitration by a sole arbitrator appointed by the Vice Chancellor. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason, whatsoever another sole arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it wall left by his predecessor.
- (iv) It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the rejection by the Registrar of the appeal.

- (v) It is also a term of this contract that no person other than a person appointed by such Vice Chancellor, as aforesaid should act as arbitrator and if for any reason that is not possible, the matter shall not be referred to arbitration at all.
- (vi) It is also a term of the contract that if the consultant does not make any demand for appointment of arbitrator in respect of any claims in writing as aforesaid within 120 days of receiving the intimation from the Engineer-in-Charge that the final bill is ready for payment, the claim of the consultant shall be deemed to have been waived and absolutely barred and the Department shall be discharged and released of all liabilities under the contract and in respect of these claims.
- (vii) The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) or any statutory modifications or reenactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.
- (viii) It is also a term of this contract that the arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each dispute and claim referred to him and in all cases where the total amount of the claims by any party exceeds Rs. 1,00,000/- the arbitrator shall give reasons for the award.
- (ix) It is also a term of the contract that if any fees are payable to the arbitrator these shall be paid equally by both the parties.
- (x) It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fee of the arbitrator, if any, shall be paid before the award is made by both the

parties on fifty percent each basis. The cost of the reference and of the award shall be at the discretion of the arbitrator who may direct of the parties any by whom and in what manner, such costs or any part thereof shall be paid and fixed or settle the amount of costs to be so paid.

(xi) Arbitration proceedings will be held at Delhi/New Delhi only.

## **21. RIGHTS & RESPONSIBILITIES**

The responsibilities about the efficiency of the proposal shall rest with the Consultant. All plans, designs and data collected for this project shall be the property of Department. The Consultant shall have no right to them in any way without the written consent of the Registrar. The entire information as furnished to the Consultant as well as that gathered by the Consultant in the process of inception shall be kept strictly confidential and not passed on to any unauthorized person. The Consultant shall also indemnify Department from and against all claims and proceedings for or on account of infringement of any patent rights, etc. in respect of each and every part of the work. Such indemnity shall be furnished to the Engineer-in-Charge upon acceptance of bid and before any payment is made.

The proof checking, if any, got done from a third party by the department shall not absolve the lead consultant of any of his responsibilities. All reports including design/drawings submitted by them shall bear the signature of the Team Leader/authorized representative of the consulting firm and the consultants shall be fully responsible for the soundness, correctness and feasibility of the design prepared by them.

## **22. COMPENSATION FOR DELAY:**

The time allowed for carrying out the work shall be strictly observed by the consultant and shall be deemed to be the essence of the contract on the part of the consultant. The work shall, throughout the stipulated period of the contract be proceeded with all diligence and in the event of failure of the Consultant to complete the work within time schedule, as specified in the document or within the validity of extended time period, the consultant will be liable for a compensation at the rate of 1.0% (One Percent) of

agreed fee per month of delay to be computed on per day basis subject to maximum of ten percent of agreed fee shall be levied on the consultant. The decision of Superintending engineer/Administrative Head as to the period of delay on the part of the consultant and the quantum of compensation for such delay shall be final and binding on the consultant.

### **23. EXTENSION OF TIME**

If the consultant is unavoidably hindered in carrying out the designs/ drawings on account of delayed decision or the approval by the department which are necessary to carry out further work, he shall be allowed suitable extension of time by the Superintending engineer/Administrative Head concerned, whose decision shall be final and binding on the consultant.

#### **If the work(s) be delayed by:**

- i)** force majeure, or
- ii)** abnormally bad weather, or
- iii)** serious loss or damage by fire, or
- iv)** civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or
- v)** delay on the part of other contractors or tradesmen engaged by Engineer-in-Charge in executing work not forming part of the contract, or
- vi)** non-availability of stores, which are the responsibility of Government to supply or
- vii)** non-availability or break down of tools and Plant to be supplied or supplied by Government or
- viii)** any other cause which, in the absolute discretion of the Engineer-in-Charge is beyond the Consultant's control.

Then upon the happening of any such event causing delay, the Consultant shall immediately give notice thereof in writing to the Engineer-in-Charge but shall nevertheless use constantly his best endeavours to prevent or make good the delay and



shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the works.

#### **24. ADDITIONS AND ALTERATIONS**

The Employer shall have the right to request in writing changes, additions, modifications in the scheme or to request in writing additional work in connection therewith and the Consultant shall comply with such request. If the Employer deviates substantially from the approved original scheme which involves extra services, expenses and extra labour on the part of the Consultant for making changes and modifications or other documents rendering major part or the whole of his work in-fructuous the Consultant may then be compensated for such extra services and expenses on quantum merit basis at percentage applicable under this agreement, unless such changes, alterations are due to Consultants own omission and / or discrepancies including changes proposed by the Consultant or required at the time of approval of various forums/statutory bodies/University bodies. The decision of the Engineer-in-Charge shall be final and binding on whether the deviations and additions are substantial and required any compensation to be paid to the Consultant. However, for the minor modification or alteration which does not affect the entire design, planning etc. no extra amount will be payable.

The Consultant shall not make any deviations, alterations, additions, omission in the approved drawings / specifications etc. without approval of the Engineer-in-Charge.

#### **25. NUMBER OF DOCUMENTS AND COPY RIGHT.**

All the documents/drawings, designs, reports and any other details envisaged under this agreement shall be supplied in six copies. All the drawings for the comments, discussion and approval of employer shall be submitted in triplicate. Six copies of all the final drawings shall be submitted to the Engineer-in-Charge along with one reproducible in A-1 or large size along with a soft copy in drive. If there is any revision in any drawing/document for any reason, six copies of drawing/document shall be re-issued along with soft copy in CD without any extra charges. All these drawings will become the property of the Engineer-in-Charge. The Engineer-in-Charge may use

these drawings in part or full in any other work without any notice to the consultant and without any financial claim of the consultant.

The drawings cannot be issued to any other person, firm or authority or used by the Consultant for any other project. No copies of any drawings or documents shall be issued to anyone except the Engineer-in-Charge and / or his authorized representative.

## **26. GENERAL CONDITIONS.**

- i.** The Consultant shall be fully responsible for the technical soundness of the proposal including those of specialists engaged if any, by him.
- ii.** The Engineer-in-Charge 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.
- iii.** The Proposals shall be based on National Building Code of practice, local by-laws, environmental regulations and design norms and sound engineering practices or as directed by engineer-in-charge.
- iv.** The Consultant shall render every assistance, guidance and advise in general to the Engineer-Charge on any matter concerning the technical aspects of the project.
- v.** The Consultant shall promptly notify the Engineer-in-Charge of any change in the constitution of his firm. It shall be open to the Engineer-in-Charge 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 Engineer-in-Charge. But until its termination by the Engineer-in-Charge 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.

- vi.** 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.
- vii.** The professional fees of the Consultant shall be inclusive of all cost related to visits to the site, attending meetings, conferences and making suitable presentations.
- viii.** Consultant's professional fees are also inclusive of responsibilities of carrying out modifications in design and drawings
- ix.** The Consultant shall exercise all reasonable skill, care and diligence in the discharge of duties hereby agreed to be performed by them

## **27. RESPONSIBILITY OF ACCURACY OF PROJECT PROPOSAL**

The consultant shall be responsible for accuracy of the data collected and the designs, drawings and construction drawings prepared by him as a part of the Project. He shall indemnify the department through a performance guarantee against any action arising out of such inaccuracies in the work, which might surface at any time at a later date of implementation of the project. He shall furnish a bank guarantee for an amount of Rs 25000/- before issue of award letter for commencement of the consultancy job.

The bank guarantee shall be valid for the entire period of the consultancy contract including extensions, if any. The bank guarantee shall be released on successful completion of consultancy work and on finding the accuracy of data/design/ drawings by the department including data supplied by the consultant in the technical bid.

## **28. APPROVAL AND LIABILITIES**

- i.** 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 plans, drawings, and specifications on his part or on the part of any other party.

- ii.** The drawings, design, related details, and specifications prepared and acquired by the Consultant for the work entrusted to him under this agreement shall become the property of the Employer. The drawings, design, plans related details, and specifications 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 Employer.
- iii.** The Consultant shall not assign, sub-let, transfer any obligation or right of the Consultant under this agreement without the written consent of the Employer.
- iv.** The Consultant shall indemnify and keep indemnified the Employer against any claim regarding drawings, designs, plans, related details and specifications 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 Employer in defending themselves against such claims.
- v.** The consultant shall indemnify the University against the claim or suit is through against University by any third party/Consultant employees/Sub-consultant/sub-consultant employees/University employees for damages arising from death or personal injury or property damage caused wholly or partly by the act of Consultant or his sub-consultant.
- vi.** Consultant shall be liable to maintain all records related to the project for a period of 5 years after completion.

### **33. Jurisdiction of Court**

The courts at Delhi/New Delhi shall have the exclusive jurisdiction to by all disputes, if any, arising out of this agreement between the parties.

**INFORMATION TO BE FURNISHED BY THE APPLICANT**

1. Name of firm and registered office: :  
*(address including year of establishment)* .....
  
2. Whether :  
proprietary/Partnership/Pv.  
Ltd./Public Ltd .....  
(Attach Copy)
  
3. Whether registered as a member of :  
Council of Architects.  
*(Attach copy of the membership)* .....
  
4. Registration with Tax authorities :  
GST No. (Attach Copy)  
.....
  
5. PAN no. (Attach copy)  
.....
  
6. Details of Auditorium Projects :  
carried out, Client Name, status of  
the project, total cost of project,  
completion period & other  
information. ....  
*[Details to be furnished in the  
prescribed proforma {Annexure-II}]*

**(Signature of Bidder)**

**Details of Auditorium Projects (Buildings) Completed**

<i>S.No.</i>	<i>Name of the Projects</i>	<i>Owner OR Sponsoring Organization</i>	<i>Total Area (In Sqm.)</i>	<i>Total cost of the Project (In lakhs)</i>	<i>Date of Start</i>	<i>Scheduled Date of Completion</i>	<i>Actual Date of Completion</i>	<i>Reason for Delay, if any</i>

**Signature with Seal**

**format –I**

**LETTER OF TRANSMITTAL**

To,  
Superintending Engineer,  
University Works Department  
GGSIPIU, Sector–16 C, Dwarka,  
New Delhi – 110 078.

**Sub:– Designing Consultancy for preparation of conceptual design and EPC contract for tendering purpose for Auditorium cum placement centre at GGSIPU, Dwarka.**

Sir

I/We have read and examined the complete document including the instructions to bidders, terms of reference and general conditions of the contract and services to be provided during pre–construction stage, construction stage for above–mentioned work.

I/We hereby submit our application on prescribed formats for undertaking the work referred to in the aforesaid documents upon the terms and conditions contained/ referred to therein. I/We agree to abide by and fulfill all the terms, conditions and provisions of the aforesaid documents.

I/We undertake to commence the work immediately on receipt of the letter of acceptance and to complete the work in the period as stated in terms of reference. The“Bid” contains the details as per the formats given in bid document.

By virtue of my/our signature below, I/We confirm that to the best of my/our knowledge and belief the information contained in the specified formats, sections thereof and any annexure thereto and all supporting and explanatory information is truthful and exact.

The details of the firms are as under:-

1. Detail of EMD.....
2. PAN No.....
3. GST Registration No.....
4. Tender signed by (Name and Designation).....
5. Address for Correspondence .....
6. Contact No. office Mobile of tender Signatory:.....

**Signature  
(In capacity of)  
Duly authorized to sign  
The tender on behalf of**

**(Authorized Signatory of consultant)**

**(Name and Address of Consultant)**

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**Witness  
Date:  
Address:**