GURU GOBIND SINGH INDRAPRASTHA UNIVERSITY SECTOR-16 C, DWARKA , NEW DELHI

BID DOCUMENT

for

"Comprehensive Design Consultancy for GGSIPU at Sector 16 C,
Dwarka, New Delhi. SH: Dwarka Campus Phase — II"

Executive Engineer,
University Works Division,
Library Block, GGSIPU, Sector-16

Name of work: "Comprehensive Design Consultancy for GGSIPU at Sector 16 C, Dwarka, New Delhi. SH: Dwarka Campus Phase – II"

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PRESS NOTICE

Executive Engineer, University Works Division, Ground Floor, Library Block, Guru Gobind Singh Indraprastha University, Sector 16-C, Dwarka, New Delhi –110 077 on behalf of GGSIPU, invite sealed bids under two envelope system for the work "Comprehensive Design Consultancy for GGSIPU at Sector 16 C, Dwarka, New Delhi. SH: Dwarka Campus Phase – II" from eligible consultants of repute fulfilling the eligibility criteria.

Time period for completion of work	36 Months
Last date and time of receipt of application for purchase of Bid Documents	19/09/2013 upto 16:00 hrs
Last date and time for sale of Bid Documents	20/09/2013 upto 16:00 hrs
Cost of Bid Documents	Rs. 1000/-
Earnest money deposite (EMD)	Rs 6,00,000/-
Date and Time of Pre-bid meeting	11/09/2013 at 11:00 AM
Venue of Pre-bid meeting	Conference Room, University Works Division, Ground Floor, Library Block, Guru Gobind Singh Indraprastha University, Sector 16-C, Dwarka, New Delhi –110 077. Tel. No.: +91 11 25302289, 25302291
Time and Date of receipt of Bid Documents	23/09/2013 upto 15:00 hrs
Time and Date of opening of Technical Bids	23/09/2013 at 15:30 hrs
Place of submission & opening of bid	office of the Executive Engineer, University Works Division, Ground Floor, Library Block, Guru Gobind Singh Indraprastha University, Sector 16-C, Dwarka, New Delhi –110 077

Bid documents consisting of eligibility criteria and other relevant details can be obtained from the office of the Executive Engineer, University Works Division, Ground Floor, Library Block, Guru Gobind Singh Indraprastha University, Sector 16-C, Dwarka, New Delhi –110

INSTRUCTION TO BIDDERS

Name of work:- "Comprehensive consultancy services for Construction of GGSIPU at Sector-16 C, Dwarka, New Delhi, SH: Dwarka Campus Phase-II"

- **1.** Sealed offer under two envelop system are invited in the prescribed forms, from eligible consultants / Joint Venture for providing consultancy services listed under the terms of reference in this bid documents.
- **2.** Standard terms and conditions of the contract for providing consultancy services are contained in this document. The bidder are requested go through the :
- (i) Instruction to bidders.
- (ii) Terms of reference
- (iii) Condition of the contract and
- (iv) List of various enclosures to be submitted by them along with the complete bid documents.

The format of submission is enclosed in this document in appendix I and II to help the bidders in submission of offers.

3. Time schedule

The basic consideration and essence of the contract shall be adherence to time schedule for performing the services. Total time allowed for carrying out the consultancy job shall be 36 months.

4. Language of Bids

All information in the bid shall be English language.

5. Signature of Bidder

The bid must contain the name and place of business of the bidder and it must be signed by the bidder. If the bidder is partnership / joint venture firm or a company, an authorized person must sign the bid with seal of the organization. Significant

evidence of authority of the person signing on behalf of the bidder shall be furnished with the bid. All the pages of this offer document must be initialed / signed and submitted to UWD (GGSIPU), with in the stipulated date of submission of bids.

6. Local Conditions and Preliminary Costs

- (a) Each bidder should fully acquaint himself of all local conditions and factors, which may have any effect on the execution of services covered under these documents and specifications. It must be understood and agreed that all the factors have been properly investigated and considered by the bidders before submitting the proposals. UWD (GGSIPU) will not entertain any claim of financial adjustment of modifications in time schedule, which may arise due to inadequate appreciation by the bidder at the time of submission of bid.
- (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 and any of his employees, on written request, will be granted permission by the Engineer-in Charge to enter upon its premises and lands for the purpose of such inspection, but only upon the express condition that the bidder and any of his employees shall be responsible for any personal injury (whether fatal or otherwise), loss of / or damage to life, property and other loss, damage , costs and expensed however cause, which, but for the exercise of such permission would not have arisen.
- (e) 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.

7. Price Bids

The bidders are required to quote their lump sum fee in Indian rupees (INR) (Format XVI) inclusive of all prevailing taxes and levies except the statutory service tax for consultancy services in the prescribed format given in Appendix II. The statutory service tax as applicable shall be reimbursed separately, on actual basis.

8. Duties and Taxes

No claim shall be entertained by GGSIPU on any duties, taxes (including service tax), and other levies payable by the bidders in respect of the transaction between the bidders and Sub Consultant / other agencies.

9. Validity

The offer shall remain valid for a period of 90 days (Ninety days) from the date of opening of financial bid. The overall offer including personnel proposed for the assignment as well as quoted fees shall remain unchanged during period of validity.

10. Amendment to Bid Documents

- (a) At any time, prior to the date of submission of Bids, the Engineer-in-Charge may, for any reason, whether at his own initiative, or in response of clarification requested by prospective Bidder, during the pre-bid meeting, modify bid documents by amendments.
- (b) The amendments so carried out will be published on the website www.ipu.ac.in and these amendments shall be binding on all the bidders.
- (c) In order to give The Bidders a reasonable time to take amendment into account in preparing their bids, the Engineer-in-Charge may, at his discretion extend the last date for the submission of bid. This extension of time will be notified on the website www.ipu.ac.in

11. Eligibility Criteria

(A) The purpose of this stage is only for preparing a list of all eligible Applicants. Documents of only those applicants shall be scrutinized for initial eligibility whose Earnest Money deposit and Bid document fee (In case of Bid downloaded from website) is found to be in order.

- (B) The initial eligibility shall be decided on the basis of evaluation of documentary evidence provided by the applicants in support of their eligibility according to the Initial Eligibility Criteria as listed below:-
- (i) Applicant should have average annual turnover of more than Rs. 90 Lacs (Ninety Lacs) only in the immediate last three consecutive years ending 31st March 2013. Turnover means Architectural consultancy fee received during the year. (The year means F.Y. from 1st April to 31st March). Turnover of last three consecutive years ending 31 March, 2013 should be submitted as per format-V (d) duly certified by Charted Accountant. Year in which no turnover is shown would also be considered for working out the average.
- (ii) Applicant should not have incurred any loss in more than two years during the immediate last five consecutive years ending 31st March 2013. Profit and loss account of last consecutive five years ending March, 2013 should be submitted as per **format-V** (e) duly certified by Charted Accountant.
- (iii) Applicant should have satisfactorily completed during last seven years ending July'2013:

Planning, Architectural and Structural design of three similar works each costing not less than Rs 40 crores or two similar works each costing not less than Rs 60 crores or one similar work costing not less than Rs 80 crores.

"Similar work shall mean RCC framed structure buildings including Civil, Electrical, HVAC & fire fighting works and land development".

The value of work executed shall be brought to the current costing level by enhancing the actual value of work at simple rate of 7% per annum; calculated from date of completion to last date of receipt of tenders.

- (iv) Particulars of completed works in **format-VI** and performance of the Applicant duly Authenticated/certified by an officer not below the rank of Executive Engineer or equivalent for each work in prescribed format as per **format-VI** A to be attached.
- (v) Applicant shall not be eligible to submit a proposal if it or any of its constituents has ever been barred or blacklisted by any Central and/or State Govt in India. Undertaking should be attached as per **format-XIV** on letter head of applicant.

- (vi) Applicant should not have, during the last five years, either failed to perform on any agreement, or been expelled from any project or agreement or have any agreement terminated for breach by the Applicant. Undertaking should be attached as per **format-XIV** on letter head of applicant.
- (vii) Applicant should have valid service tax registration. Copy to be attached.
- (viii) Applicants are required to submit the Earnest Money Deposit (EMD) of Rs. 6.00 Lacs (Rupees Six lacs) only in the form of demand draft or fixed deposit receipt issued by scheduled bank drawn in favour of Registrar, GGSIPU along with the Proposal. A part of earnest money is acceptable in the form of bank guarantee also. In such case, 50% of earnest money or Rs 20 lacs, whichever is less, will have to be deposited in the form prescribed above, and balance in shape of bank guarantee. The amount of EMD for all unsuccessful applicants shall be returned by the University, without any interest. In case of the selected Consultant, the EMD shall be adjusted as part of the security deposit.
- (ix) Bid document fee of Rs 1000/- (Rs One thousand only) in the form demand draft drawn in favour of Registrar, GGSIPU, if bid document is downloaded from website.
- (x) At the time of submission of bid, the applicants have to furnish an **affidavit** as under:

"I/We undertake and confirm that eligible similar work(s) has/have not been got executed through another consultant on back to back basis. Further that if such a violation comes to the notice of University, then I/We shall be debarred from tendering in GGSIPU contracts in futures. Also if such violation comes to the notice in University at any stage, the University shall be free to take action against me/us as deem fit and also to forfeit the entire amount of earnest money and performance guarantee.

12. Joint Venture Bids

The bid may be submitted by the consultants as an individual or a firm or in Joint venture with reputed Consultants. In case of Joint Venture, there should be an agreement / Memorandum of Understanding (MOU) executed by both the members of Joint venture mentioning interelia the following: -

- (a) That they agree to work jointly for the assignment.
- (b) That they agree to be jointly and severally responsible for the assignment.
- (c) The division of responsibility both in terms of resources and technical inputs.
- (d) The share of each member in the total fees on the joint venture.

A similar such agreement should be enclosed in case of sub consultants clearly indicating the scope of work / area of participation assigned to them and commitment that they would be responsible on their area of participation. The lead member / consultants in case of joint venture should have a minimum 60% share on the total fees payable of Consultancy Services to the joint venture. The consulting firm or any member of joint venture should not have been debarred / disqualified / blacklisted from participation in Consultancy Services by any department / organization during the last ten years.

Further, the Agreement should indicate the participation in consultancy services if the Joint Venture Partners and associated / sub-consultants.

Bids are liable to be rejected if the said agreement between joint venture members and sub-consultants, as indicated above, is not enclosed.

13. Liaison Office

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

14. Submission of Bids

(a) Proposals should be submitted in two separate envelopes namely, 'Technical Bid' and 'Financial Bid'. The **technical bid** shall be submitted in **two copies** while the **financial bid** shall be submitted in **one copy**. The bidder shall be required to deposit Rs. 6.00 Lacs as **Earnest Money** by submitting a demand draft / banker's cheque payable at Delhi drawn in favour of "**Registrar**, **GGSIPU"**. Bid document fee (if downloaded from website) shall also be payable in the same mode as for EMD. Both EMD & bid document fee shall be placed in a separate sealed envelop superscribed as EMD envelop. The technical bid, financial bids and EMD envelops must be kept inside another sealed envelope and clearly super scribed as "Comprehensive consultancy services for Construction of GGSIPU at Sector-16 C,

Dwarka, New Delhi, SH: Dwarka Campus Phase-II" - 'Technical Bid" (Envelope -

I) and 'Financial Bid' (Envelope – II) and EMD (Envelop-III) for proper identification. Those bids not accompanied by earnest money will not be opened. The earnest money will be forfeited in case of breach of contract. This earnest money will later on be adjusted in the Security Deposit.

It shall be the responsibility of the bidder to ensure that the bid is submitted in proper envelopes.

- (b) The bid may be submitted by individual bidders. For any of the sub-consultant(s), there should be an agreement executed by the bidder with the sub-consultant(s) mentioning inter-alia the following: -
- (i) That they agree to work as sub-consultant(s) for the assignment.
- (ii) The responsibility of sub-consultant(s) both in terms of resources and technical inputs.

The consultant will get the sub-consultant(s) approved of Engineer-in-Charge before assigning any job to him.

(c) During the consultancy period, under exceptional circumstance, change of member of the consultant firm may be allowed with the prior approval of Engineer-in Charge, subject to replacement of the member by an equally competent person to satisfaction of Engineer-in-Charge.

15. Modification and withdrawal of bids

- (a) The Bidder may be allowed to modify or withdraw bid any time prior to the last date and time prescribed for receipt of bids, by giving a written notice to the Engineer-in-Charge.
- (b) No modification of bid shall be allowed after the last date and time for receipt of bids.
- (c) The Bidders cannot withdraw the bid in the interval between the last date & time of receipt of bids, and the expiry of the bid validity period specified in the Bid. Such withdrawal will result in the forfeiture of the Earnest Money.

16. Technical Bid

- (a) The technical bid to be submitted as per format enclosed in Appendix-I shall comprise the following:
- (i) Letter of transmittal
- (ii) Agreement with Joint Venture members and agreement with sub consultants
- (iii) Information regarding members of firm and sub consultant
- (iv) Information regarding offices of applicant
- (v) A brief discussion of firm-
- (vi) Experience of company
- (vii) Appreciation of project
- (viii) General approach and methodology
- (ix) Details of key personnel
- (x) Curriculum vitae for each staff member to be deployed on the work
- (xi) Participation of joint venture & sub consultants
- (xii) Work program
- (xiii) Comments / Suggestions / Additional information

(17) Presentation

The bidder will have to make a presentation of the technical bid to GGSIPU. The presentation shall cover sufficient detail, the appreciation of the project, method statement for assignment covering approach and methodology, conceptual design, proposed organizational structure, work program, implementation strategy, proposal to save time and cost etc. The objective of presentation is to evaluate the bidder regarding their understanding and preparedness for the assignment and get clarifications, if any, as required by Engineer-in Charge. The presentation shall be made by the Team Leader himself for and on behalf of other key personnel or he can associate some of the key personnel for presentation. Key person will make presentation about his field of work as indicated in the proposal.

The minimum key personnel and their experience should be as under: -

S.no	Key Personnel	Numbers	Experience
a)	Team Leader (Architect)	1	15 Yrs.

b)	Structural Engineer	1	10 Yrs.
c)	Electrical Engineer (Air Conditioning, Lift & Fire Fighting Expert)	1	10 Yrs.
d)	Engineer (Water Supply, Sewage & Drainage)	1	10 Yrs.
e)	Landscape Architect	1	10 Yrs.
f)	Estimator / Civil Engineer	1	10 rs.

(18) EVALUATION OF TECHNICAL BID:

All applicants qualifying INITIAL ELIGIBILITY CRITERIA (Stage-1) shall be evaluated for their technical capability according to the **prescribed** evaluation criteria listed below:

S.No	Criteria	Maximum	
		Marks	
A	Suitability of the Key personnel for the assignment	30	
i	Team leader (Architect)	10	
	(Architects possessing degree in Architecture with valid		
	licence shall only be considered)		
	>20 years' experience : 10 marks		
	>15 and ≤20 years' experience : 7 marks		
	(Provide details in format-IX. Also provide CV of		
	each person as per format in format-X)		
ii	Other key personnel to be employed on this job (Only one	20	
	from each of the following field shall be considered for		
	evaluation):		
	Structural Engineers (Post Graduate degree holder)		
	Electrical Engineers(Degree holder)		
	Public Health Engineers (Degree holder)		

	Landscape Architects (Degree holder)	
	• Estimator / Civil Engineer (Degree holder)	
	having:	
	>20 years' experience : 4 marks each	
	>15 and ≤20 years' experience : 3 marks each	
	>10 and ≤15 years' experience : 2 marks	
	NOTE:	
	List of all such persons with their field of specialization and	
	date of their appointment with the firm to be furnished as	
	per prescribed format. Only qualified staff employed on	
	regular /contract basis by the applicant for more than two	
	continuous years as on 31.07.2013 shall be considered;	
	For each listed individual, please attach the TDS certificates	
	of all previous years as employed with applicant.	
	(Provide details in format-IX. Also provide CV of each	
	person as per format in Format-X)	
В	Firm's relevant Experience & strength	40
B i	Firm's relevant Experience & strength Planning, Architectural and Structural design works	40 15
		_
	Planning, Architectural and Structural design works	_
	Planning, Architectural and Structural design works completed in last seven years ending July 2013:	_
	Planning, Architectural and Structural design works completed in last seven years ending July 2013: > 100 crore project : 6 marks each	_
	Planning, Architectural and Structural design works completed in last seven years ending July 2013: > 100 crore project : 6 marks each >80 to 100 crore project : 4.5 marks each with max	_
	Planning, Architectural and Structural design works completed in last seven years ending July 2013: > 100 crore project : 6 marks each >80 to 100 crore project : 4.5 marks each with max marks- 13.5	_
	Planning, Architectural and Structural design works completed in last seven years ending July 2013: > 100 crore project : 6 marks each >80 to 100 crore project : 4.5 marks each with max marks- 13.5 >60 to 80 crore project : 3 marks each with max marks- 9	_
	Planning, Architectural and Structural design works completed in last seven years ending July 2013: > 100 crore project : 6 marks each >80 to 100 crore project : 4.5 marks each with max marks- 13.5 >60 to 80 crore project : 3 marks each with max marks- 9 > 40 to 60 crore project : 1.5 marks each with max marks -	_
	Planning, Architectural and Structural design works completed in last seven years ending July 2013: > 100 crore project : 6 marks each >80 to 100 crore project : 4.5 marks each with max marks- 13.5 >60 to 80 crore project : 3 marks each with max marks- 9 > 40 to 60 crore project : 1.5 marks each with max marks- 6	_
	Planning, Architectural and Structural design works completed in last seven years ending July 2013: > 100 crore project : 6 marks each >80 to 100 crore project : 4.5 marks each with max marks- 13.5 >60 to 80 crore project : 3 marks each with max marks- 9 > 40 to 60 crore project : 1.5 marks each with max marks- 6 The value of work completed shall be brought to the	_
	Planning, Architectural and Structural design works completed in last seven years ending July 2013: > 100 crore project : 6 marks each >80 to 100 crore project : 4.5 marks each with max marks- 13.5 >60 to 80 crore project : 3 marks each with max marks- 9 > 40 to 60 crore project : 1.5 marks each with max marks - 6 The value of work completed shall be brought to the current costing level by enhancing the actual value of work	_
	Planning, Architectural and Structural design works completed in last seven years ending July 2013: > 100 crore project : 6 marks each > 80 to 100 crore project : 4.5 marks each with max marks- 13.5 > 60 to 80 crore project : 3 marks each with max marks- 9 > 40 to 60 crore project : 1.5 marks each with max marks - 6 The value of work completed shall be brought to the current costing level by enhancing the actual value of work at simple rate of 7% per annum; calculated from date of	_
	Planning, Architectural and Structural design works completed in last seven years ending July 2013: > 100 crore project : 6 marks each >80 to 100 crore project : 4.5 marks each with max marks- 13.5 >60 to 80 crore project : 3 marks each with max marks- 9 > 40 to 60 crore project : 1.5 marks each with max marks - 6 The value of work completed shall be brought to the current costing level by enhancing the actual value of work at simple rate of 7% per annum; calculated from date of completion to last date of receipt of tenders.	_

	Project satisfactorily completed in last seven years ending	
	July 2013 as under:	
	>40000 sqm built up area : 5 marks each	
	>30000-40000 sqm built up area : 3 marks each	
	>20000-30000 sqm built up area : 2 marks each	
	>10000-20000 sqm built up area : 1.5 marks each	
	(Provide details in Format – VI. Also provide performance	
	Certificate of each project in Format -VIA)	
iii	Performance on projects completed:	5
	Excellent / Outstanding : 5 marks each	
	Very good : 4 marks each	
	Good : 3 marks each	
	Fair / satisfactory : 2 marks each	
	Poor / Report not submitted / nothing mentioned in report	
	: 0 marks	
	NOTE: (Only those projects for similar work which were	
	considered in Initial Eligibility evaluation (Ref: Para 11 (B)	
	(iii)) shall be considered for marking. For more than one	
	project considered in initial eligibility ,average marks shall	
	be calculated)	
	(Provide details in Format – VI & VIA)	
iv	Planning, Architectural and Structural design works	5
	completed in last seven years ending July 2013 with	
	Central Government Department/ State Government	
	Department / Central autonomous body/ State	
	autonomous body/Central public sector undertaking/ State	
	public sector undertaking on completed projects.	
	> 75 crores : 3 marks each	
	> 60-75 crores : 2 marks each	
	> 45-60 crores : 1.5 marks each	
	> 30-45 crores : 0.5 marks each	
	The value of work executed shall be brought to the current	

	TOTAL A to C	100
V	Cost of construction	5
iv	Aesthetics	5
iii	Concept design	10
ii	General approach & methodology	5
i	Appreciation of Project	5
С	Technical Proposal:	30
	(Provide details in as per format- V (d))	
	(or part thereof) above Rs. 90 Lacs	
	> Rs.90 Lacs – 1.0 Marks for every additional Rs. 25 Lacs	
	Rs. 90 Lacs –6 marks	
	financial years ending 31 st Mar 2013	
V	Average Annual Financial turnover in last three consecutive	10
	(Provide details in Format – VI & VIA)	
	completion to last date of receipt of tenders.	
	simple rate of 7% per annum; calculated from date of	
	costing level by enhancing the actual value of work at	

'Financial Bid' of all the Applicants who have scored equal to or more than 75% marks in the Evaluation of Technical Capability shall be opened. In case, however, the number of such applicants, who have scored equal or more than 75% is less than three, then the 'Financial Bids' of the top three Applicants who have scored equal to or more than 65% marks shall be opened.

Note:

- a) Marks obtained as above by each applicant shall be termed as their Technical Score (TS)
- Please provide sufficient information and valid proof for each parameter/factor assigned for calculating the marks in the evaluation criteria.
 If sufficient information and valid proof is not available about some

- parameter/factor during evaluation, Zero (0) marks may be assigned to that parameter/factor.
- c) Information as sought is to be given by applicants as per attached annexure.
 - d) Ongoing projects shall be considered for evaluation only wherever specified in the particular evaluation criteria.
- e) Gross Built-up Areas mentioned are for one single project/project phase unless stated otherwise in the particular evaluation criteria.
- f) Wherever sought, "experience" as on date of issue of bid shall be considered for all purposes unless stated otherwise in the particular evaluation criteria.

19. Financial bid

- (a) Financial Bid should be submitted as per format-XVI in lump sum amount, which will not be increased with any escalation in the project cost and all the items of works involved as per the scope of assignment as detailed in the Terms of Reference and other additional activities felt necessary by the consultant are included in the above fixed lump sum amount. The price bid shall also include the cost of visits of the consultants to site of work; during the finalization of preliminary design/detailed design and construction and commissioning period.
- (b) The cost of office supplies, project related travel, attending and arranging meetings with client, local authority, site co-ordination meetings and related expenses, if any, shall be deemed to be included in the financial bid. The expenses to be incurred by the consultant, if any, for obtaining advice of any other agency, for completing the job shall also be deemed to be included in the financial bid.
- (c) Failure to comply with the requirements spelt out shall make the proposal liable to be rejected and the evaluation of financial proposal shall not be undertaken. If individual key personnel makes an averment regarding his qualification, experience, age, and it turns out to be false, or his commitment regarding availability for the project is not fulfilled at any stage after signing of the agreement, he shall be debarred from any future assignment in GGSIPU. The firm shall also be liable for its authorized representative counter signing a CV,

which if subsequently found to contain false and misleading statements or claims, shall also be debarred for any future assignment.

20. Evaluation of Financial Bid

- (i) 'Financial Bid' of all the Applicants who have scored equal to or more than 75% marks in the Evaluation of Technical Capability shall be opened. In case, however, the number of such applicants, who have scored equal or more than 75% is less than three, then the 'Financial Bids' of the top three Applicants who have scored equal to or more than 65% marks shall be opened. The intimation of date, time and venue of the opening of 'Financial Bid' shall be informed separately through post or fax to such Applicants.
- (ii) Financial proposals shall be opened in the presence of applicants or their representatives who choose to attend.
- (iii) After opening of the financial proposals, the Lowest Financial bid amongst all opened financial bids shall be identified and will be considered for award of work or part thereof at the discretion of The University.
- (iv) In case of a tie in the lowest financial bid between two or more applicants, preference shall be given to the applicant who has a higher Technical Score (TS).

21. AWARD OF CONTRACT

- (i) The selection of agency will be at the sole discretion of the Engineer- in Charge, who reserves the right to accept or reject any or all the proposals without assigning any reason. The Engineer in Charge also reserves the right to call for additional information from the bidders as & when required at a later stage.
- (ii) The contract of the consultancy services shall be awarded to the first lowest and responsive bidder offering the bid in conformity with the requirements of the bid document. The decision of the Engineer in Charge shall be final and binding in this regards.
- (iv) The Applicant whose tender is accepted will be required to furnish performance guarantee of 5% (Five Percent) of the tendered amount 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 (in case guarantee

amount is less than **Rs.1,00,000/-**) or Fixed Deposit Receipts or in the form of an irrevocable bank guarantee bond of any scheduled bank in accordance with the form prescribed.

Time for deposit of performance guarantee may be extended for a further period of **7 days** with late fee @0.1% per day, of performance guarantee amount.

In case the selected agency fails to deposit the Performance guarantee within the period stipulated above, their EMD shall be forfeited in full. Decision of the University shall be final & binding in this regards.

- (iii) Remuneration received as per this contract will be subject to tax deductions at source at the rate as applicable at that point of time.
- (iv) Formal agreement will be drawn by the Executive Engineer, GGSIPU, Sector-16 C, Dwarka, New Delhi-110023 110077 with the successful bidder.
- (v) Department is not bound to accept any or all the proposals submitted and reserve the right to amend selection process at any time prior to the contract award without any liability to the consultants.

21. Mode of submission of Bids

(i) The duly filled offer documents shall be submitted only by hand delivery in the office of the Executive Engineer, UWD, GGSIPU, at the following address,

Executive Engineer,

University Works Division,

Library Block, GGSIPU, Sector-16 C, Dwarka

New Delhi-110077.

(ii) Offer received after due date and time will not be accepted and shall be returned to the bidder unopened.

Executive Engineer,
University Works Division,
Library Block, GGSIPU, Sector-16 C, Dwarka
New Delhi-110077.

AGREEMENT

This Agreement is made on theday of, 2013 Between the GGSIPU
through the Executive Engineer , UWD, Sector-16 C, Dwarka , New Delhi, India
(hereinafter referred to as "the Owner" which expression shall, unless exclude by
or repugnant to the context, be deemed to include his successors in office and
assigns) of the one part AND the having
its registered office at, India through Shri
which expression shall, unless excluded by or repugnant to the context, be deemed
to include his successors, executors, administrators, legal heirs, representatives and
assigns) of the other part. Whereas the Owner is desirous of taking the "Comprehensive Design "
Compus Phase II"
Campus Phase – II"
And whereas the Owner has invited the Bids from eligible Consultants of Repute
and/or their Joint Ventures with reputed Consultants fulfilling the eligibility criteria
for providing designing consultancy services for implementation of the
aforementioned project, and whereas the Owner has accepted the offer of the
Consultant, on the terms and conditions hereafter appearing.
NOW, THEREFORE, THIS AGREEMENT WITHNESSES AS FOLLOWS: -
1. In this Agreement words and expressions shall have the same meaning as
are respectively assigned to them in the conditions of contract (hereinafter
referred to as the "Conditions of Contract").
2. The following documents shall be deemed to form and be read and
construed as part of this Agreement, namely: -
I. Press Notice;
II. Instruction of Bidders;
III. Terms of Reference;
IV. Conditions of Contract;
V. Formats for Technical Proposal (Appendix –I);
VI. Conceptual Plan (Appendix – II);

- 3. In consideration of the fee to be paid by the Owner to the Consultant as agreed to between the parties, the Consultant hereby covenants with the Owner to provide the consultancy services in conformity in all respect with the provisions of this Contract.
- 4. The Owner hereby covenants to pay the Consultants in consideration of the provision of consultancy services, the contract price at the times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF the parties have signed this Agreement on the day and the year first herein above written.

FOR AND ON BEHALF OF	FOR AND BEHALF OF THE
GGSIPU	(CONSULTANT)
(Sh)	(Sh)
Executive Engineer, UWD, GGSIPU	

Witnesses:	Witnesses:
1.	1.
2.	2.

TERMS OF REFERENCE

SCOPE OF WORK

1.1 **GENERAL**

The work is to be taken up on a land measuring 60 Acre (approx), situated at GGSIPU campus, Sector-16 C, Dwarka, New Delhi. Several infrastructures have already been developed in this campus. Approved Master Plan as per MPD-2001 is attached. However, the architect/ firms should familiarize themselves with the exact site conditions and existing infrastructure in the campus as the additional infrastructure is to be developed keeping this aspect in view.

1.2 BRIEF OF REQUIREMENTS

In general the requirements are as under:

- 1.2.1 Development of Master Plan as per MPD-2021.
- 1.2.2 Construction of the following buildings and their related development:

a) Examination Block : 5,000 sqm

b) Class Room Block : 9,000 sqm

c) Block of Various Schools of Studies : 10,000 sqm

d) USET Block : 9,000 sqm

e) Teacher Hostel And Guest House : 3,000 sqm

f) Auditorium cum placement block : 4,500 sqm

g) Central Store Cum UWD Block : 500 sqm

h) Staff Quarters: : 5600 sqm

Type V Quarters 20 Nos.@ 200 sqm each

Type III Quarters 20 Nos.@ 80 sqm each

1.2.3 Brief details of requirements in the above blocks have been given hereunder:

1.2.3.1 **Examination Block:**

It will be a centrally air conditioned block with the following facilities:

S.No.	Department	Details
	Ground Floor	
1	Store	2 Nos. @ 160 sqm each
2	Conduct	Office Incharge 1 Nos. @ 20 sqm
		3 Assistant Registrar @ 16sqm, 3 set of 1 Section Officer & 6 Staff @50 sqm each set
		Storage Strong Room 3 Nos. @ 25 sqm each

3	Coordinatio / Reception / information	1 Assistant Registrar @ 16 sqm, 1 set of 1 Section Officer & 4 Staff @ 40 sqm
		Storage Room 1 Nos. @ 25 sqm
4	Evaluation Halls	2 Nos. @ 150 sgm each
First Floor		
1	Evaluation Halls	7 Nos. @ 150 sqm each
Second Floor		
1	Result	1 Officer @ 16 sqm, 5 set of 1 Section Officer & 6 Staff @ 60 sqm each set and Store @ 24 sqm
2	Record Room	1 Officer @ 16 sqm,1 set of 1 Section Officer & 4 Staff @ 40 sqm, 1 Binding Room @ 24 sqm, 1 Hall @ 100 sqm
3	Evaluation Halls	2 Nos. @ 150 sgm
Third Floor		
1	COE Office	1 COE + Office @ 60 sqm
		1 Officer @ 16 sqm, 8 set of 1 Section Officer & 4 Staff @ 40 sqm each set and Store @ 24 sqm
2	office	33.0 € 2.04
3	Seminar Hall	1 Nos. @ 300 sqm
Fourth Floor		
1	Secrecy	1 Officer @ 16 sqm, 3 set of 1 Section Officer & 4 Staff 3 Nos. @ 40 sqm each set,Strong Room @ 50 sqm,Cafeteria Type Moderation Room @ 80sqm and Printing Area @ 50 sqm
		1 Officer @ 16 sqm, 1 Section Officer & 8 Staff @ 60 sqm, 1 Server Room @ 40 sqm, 1 Store @ 24 sqm
2	EDP	= 1 Nos. @ 140 sqm
		1 Officer @ 16 sqm, 1 set of 1 Section Officer & 8 Staff @ 60 sqm, 1 Server Room @ 40 sqm and 1 Store @ 24 sqm
3	Server	4 N C 100
4	Halls	4 Nos. @ 100 sqm each

Note:

- (i) Tailor made storage space is required for stacking of degrees, question paper, tabulation sheets, OMR, used and unused answer sheets etc.
- (ii) Use of glasses is avoided at some places in examination division due of safety and security concerns.

(iii)Separate gate should be provided at examination division so as to give passage to vehicles for loading and unloading of question paper / answer scripts without disturbing the routine work.

1.2.3.2 Class room block

Class Rooms Block to Accommodate following:-

- (a) Classroom of Capacity 40 10 Nos.
- (b) Classroom of Capacity 60 40 Nos.
- (c) Classroom of Capacity 90 4 Nos. (Stepped)
- (d) Classroom of Capacity 120 4 Nos. (Stepped)
- (e) Ground floor to have single hall of size around 1000 sqm
- (f) Every floor shall have at least 2 faculty rooms and stores.

Hall on ground floor and all Faculty rooms shall be air conditioned.

1.2.3.3 Block of Various Schools of Studies

One Block for University School of Studies shall consist of

- (a) USMC 3000 sqm
- (b) CDMS 1000 sqm
- (c) USEM 2000 sqm
- (d) USBAS- 3000 sqm

(Faculty---Asstt Prof-9, Asso Prof-4, Prof- 3, Visiting prof-3

Staff--- RSO-1, SO-2, STA-2, TA-3, Lab Asstt-8,Off Asst-4, Attendent-3, OS-1

Sitting hall for research fellows- 3 Nos (50 fellows each)

Lab-8, stores, workshop etc)

- (e) CPT 1000 sqm
- 1.2.3.4 USET Block

1.2.3.5 **Teacher Hostel and Guest House**

<u>Guest house (Air conditioned)</u>

- a) Double Occupancy rooms with attached toilet 20 Nos. @ 25 sqm each Suites 5 Nos. @ 35 sqm each
- b) Dormitory on Ground Floor for 15 Persons
- c) Reception with lounge & toilets on Ground Floor.

Teacher's Hostel

a) Teacher Hostel – 20 Nos. (One BHK type)

1.2.3.6 **Auditorium cum placement block**

This block shall be centrally air conditioned with the following accommodation:

- a) Auditorium- 1200 capacity (1 no)
- b) Seminar hall -250 Capacity(1 Nos)
- c) Seminar hall- 100 capacity (2 No)
- d) Exhibition space
- e) Lounge
- f) Tech park
- g) Conference room- 1
- h) Lab-1
- i) Committee room-1
- j) Interview cabins- 10 nos @15 sqm each
- k) Placement office-

Director Chamber- 1 no @25 sqm

Associate Director/ Liasion Executive Chamber- 3 nos @ 20 sqm each

Secretariat- 25 sqm

Visitor room- 25 sqm

1.2.3.7 **UWD cum Central Store block**

This block will have office accommodation for the following:-

- a) Superintending Engineer-1
- b) Executive Engineer-1
- c) Assistant Engineer-4
- d) Junior Engineer-4
- e) Accounts branch
- f) Correspondence branch
- g) Drawing branch
- h) Central store

1.2.3.8 **Staff quarters**

Staff quarters shall have following accommodation:-

- a) Type-V quarters- 20 Nos (3 BHK+study+servent qtrs)
- b) Type-III quarters- 20 Nos (2 BHK)

Design has to be such that provision of three additional floors can be made in future

The requirements may be changed/ modified as per requirement of the owner in the initial stage of planning which shall be binding on the consultant for the job.

1.3 ROLE OF THE CONSULTANT

- 1.3.1 The Role of the Consultant is to provide Comprehensive Consultancy Services for Construction of Dwarka Campus of GGSIPU at sector-16 C, Dwarka, New Delhi SH: Phase-II. This will also include revision of master plan as per MPD-2021. The consultant shall be involved for the entire duration of the project till its right commissioning, handing over and statutory approvals.
- 1.3.2 The consultant shall provide comprehensive consultancy services in project conceptualization covering space utilization, functional requirements, preparation of LOP, Project cost estimation, detailed architectural drawings & structural drawings and various services design, detailed project report, preparation of contract documents, etc. The Preliminary project report shall cover all project components
- 1.3.3 The consultant shall prepare preliminary estimate based on PAR 2012/ 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.
- 1.3.4 The consultant shall take all necessary statutory approval from all authorities including DUAC, MCD, Delhi Jal Board, Pollution Control Board, Delhi Fire Services, M.C.D./D.D.A., M.O.E.F.,C.G.W.A., Air Port Authority etc. Preparation of all submission drawings / materials/models and walk through for these approvals will be responsibility of the consultant. The statutory approvals shall include obtaining Fire Clearance from CFO and completion certificate for the completed building from the local bodies (i.e. DDA/MCD etc).

- 1.3.5 All Environmental Impact Assessment, as required has to be done by the consultant.
- 1.3.6 The consultant and his sub consultant shall have constant and regular interaction with the GGSIPU for formulating the design philosophy and parameters, preparation of preliminary estimate, designs/ drawings and specifications.
- 1.3.7 The consultant shall have to carry out topographical survey and the survey of all existing services and other constraints existing in and around the site for proper design of all the services.
- 1.3.8 The consultant shall also prepare the bid documents for call of tenders for execution of work in suitable packages as decided by GGSIPU. The Detailed Estimate showing details of measurement, BOQ, draft tender document, analysis of rates etc. shall be prepared and submitted by the consultant to the Engineer-in-Charge for formal approval. 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 shall also be submitted in hard copy as well as soft copy.
- 1.3.9 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.
- 1.3.10 The Consultant and the Sub-Consultants shall visit the works during execution stage to ensure that the works are being executed as per approved scheme and render appropriate advice and carry out all site related modifications in the designs and drawings.
- 1.3.11 The consultant shall have to assist Engineer-in-charge in preparing presentations and presentation materials during execution of work.
- 1.1.12 The consultant shall have to prepare design philosophy and the design methodology, listing out relevant codes, related references, sound-engineering practices etc.
- 1.3.13 The consultant shall have to get the structural analysis/design and drawings checked from the proof consultant appointed by the GGSIPU separately. The

detailed design notes shall be submitted along with design philosophy to Engineerin-Charge.

- 1.3.14 The Consultant shall comply with all applicable laws, bye-laws, and statutory provisions etc. in the performance of the consultancy assignment and in the execution of the project.
- 1.3.15The Consultant shall comply with the applicable norms of local as well as Central Govt. Bodies.
- 1.3.16 The consultancy services shall be provided through a Team Leader supported by experienced professionals. The Consultant will deploy adequate number of professionals and other staff to deliver the requisite services as per time schedule. The Consultant shall have to submit an organogram giving details of proposed team detailing the roles/work to be performed by each personnel, their tentative duration, inter-relationships of each personnel etc.
- 1.3.17 The Consultant shall get the conceptual approval of the owner through presentations, physical models, computer walk-through etc. Comments and suggestions or alternate proposal of the client and his representatives shall be evaluated and suitably incorporated till the concept design is accepted and frozen.
- 1.3.18 The Consultant shall develop the concept drawings for each of the building for submission to all the statutory authorities/bodies, incorporate changes, if suggested by the statutory authorities / bodies and obtain approvals from all regulatory authorities.
- 1.3.19 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.
- 1.3.20 The Consultant shall ensure that the nature, position, and appearance of all controls of piped services and electrical installation satisfy user and aesthetic requirements, and ensure that adequate coordination drawings are included. He shall also ensure that the various building/engineering services are suitable and economically designed without any discrepancies between the structure and finishes, and the requirements of service installation.

- 1.3.21 The Consultant shall have to co-ordinate with the department and attend meetings with the department as and when required including meeting with the contractors.
- 1.3.22 The consultant shall obtain fire clearance from CFO on completion of the construction work.
- 1.3.23 The consultant shall prepare the completion drawing and shall obtain completion certificate from local bodies.

1.4 SCOPE OF SERVICES

- **1.4.1** The consultant shall provide Comprehensive Consultancy Services in the following areas. The agency shall appoint specialized consultants for which in-house arrangement is not available:
- a) Architectural Services including building plans/ Landscaping /Signages
- b) Civil & Structural Engineering Services
- c) Electrical Engineering Services
- d) Mechanical Engineering Services
- e) Public Health Engineering Services
- f) Waste water management system
- g) Green features
- h) Any other services which are required but not specifically indicated.
- **1.4.2** The consultant shall provide comprehensive consultancy services broadly described hereinafter. However, it should be clearly understood that the description of services is only indicative and the Consultant shall be required to perform any other services which may be required whether or not expressly mentioned hereinafter for Construction of GGSIPU at sector-16 C, Dwarka, New Delhi, SH: Dwarka campus Phase-II to the entire project requirement and satisfaction of the owner:-

1.4.3 Preliminary Stage

1.4.3.1 Carry out topographical survey and the survey of all existing infrastructure/ services and other constraints existing in and around the site.

1.4.3.2 Carry out soil investigation of the site to establish the soil characteristics and other parameters required for the foundation design. Types of investigation/test and their qualities shall be got approved from Engineer-in-Charge.

1.4.4 Master Plan/Lay out plan

- 1.4.4.1 Development and Submission of the Draft Master Plan as per MPD-2021 for Construction of Dwarka campus for GGSIPU at sector-16 c, Dwarka, New Delhi including modifications of the draft master plan taking into account the comments and suggestions of the owner and Engineer-in-charge.
- 1.4.4.2 Submission of the Final Master Plan to local bodies and incorporating changes, if any, suggested by them and re-submitting the same.
- 1.4.4.3 Obtaining approval of the master Plan from local authorities.

1.4.5 Concept Design.

- 1.4.5.1 Interact with the owner and finalise the functional plan.
- 1.4.5.2 Development of the concept design.
- 1.4.5.3 Submission of the draft concept design and make presentation of the scheme
- 1.4.5.4 Modifications of the draft concept plan taking into account the comments, suggestions etc. of the client and the Department.
- 1.4.5.5 Submission of the final concept design along with models, photograph, walk through etc. to DUAC. The cost of such models, photographs, etc. shall be borne by the consultant.
- 1.4.5.6 Obtaining approval of the Concept design from DUAC/ MCD/CFO and other local bodies.

1.4.6 Project Report

1.4.6.1 Preparation of Project Report and Project cost estimate covering all project components including any other equipments required etc.

1.4.7 Approval Stage

1.4.7.1 Development of the Submission Plans.

- 1.4.7.2 Submission of the design, drawing and related document to concerned local authorities
- 1.4.7.3 Modifications of the design, drawing etc taking into account the comments, suggestions etc. of the local bodies. Re-Submission of the design and drawings to local authorities.
- 1.4.7.5 Obtaining approval of the design, Drawing etc from local bodies.
- 1.4.7.6 Carrying out Environment Impact Assessment, submission of the same and getting approval from concerned authorities.
- 1.4.7.7 Obtaining necessary approval of the project from DPCC and Ministry of Environment.

1.5 DETAILED DESIGN STAGE

1.5.1 ARCHITECTURAL SERVICES

- 1.5.1.1 Prepare tender drawings, schedules and specification of materials and workmanship, in sufficient detail to enable to prepare a tender. The tender drawings & documents shall include detailed site plan, detailed drawings for each buildings including floor plans, elevations, door & window schedules, finishing schedules, wall profiles, Staircases, ramp and lift details, details of important building parts / areas, landscape & horticulture details etc. As far as possible standards of quality performance requirement and descriptive names shall be used rather than specific products or brand names.
- 1.5.1.2 Prepare and issue "Good for construction" drawings. Drawings shall be adequately detailed and shall contain enough information to enable construction, full measurement, pricing and production of bill for payment. The working drawing shall include:

1.5.1.2.1 Layout Plan showing:

- All proposed buildings, play fields, green area, location of tank, STP, Sump,
 RWH, Elect. Sub-Station etc.
- Blow up of road junction / parking area and other such area as required.
- Coordinated External services etc.

1.5.1.2.2 Detailed Drawings for

- Floor plans, fully coordinated with all services/disciplines
- Elevations
- Sections
- Wall profiles
- Doors & Window details
- Stairs/Ramps/Lifts details
- Details of building parts, areas, critical special treatments.
- Toilet details.
- Flooring pattern and details
- Dado details etc.

1.5.1.2.3 Landscape & Horticulture:

- Drawings of landscape including blow up of critical areas / landscapes / plant scapes in detailed coordination with all external services
- Horticulture details
- Details of planters, water bodies, fountains, rockeries etc
- 1.5.1.2.4 Any other details required for completion of the buildings/services.
- 1.5.1.3 Inspect the works and attend meetings during execution to give clarifications, if any, and to modify the drawings as per the site/construction requirements.

1.6 CIVIL & STRUCTURAL ENGINEERING SERVICES

- 1.6.1 The Consultant shall perform all the Civil, E & M, & Structural design work necessary by utilizing the most economical, effective and widely accepted engineering concepts/practices and shall at all times show a high degree of professionalism in his work.
- 1.6.2 The Consultant will be fully responsible for the design of all the Civil, E & M, & structural engineering works. The services to be provided by the Consultant shall

include but not be limited to the following:

1.6.2.1 **Design Basis**

- (i) Conduct surveys, tests and other investigations as required to determine the basis to accomplish economic and safe designs.
- (ii) Planning for the structural arrangements with the architectural design.
- (iii) Co-ordination & finalization of structural arrangement
 - a. Beam & Column location
 - b. Beam & Column size finalization
 - c. Slab profiles
 - d. All other detailing required for the finalization of design
 - (iv) Finalization of design basis & structural systems.
 - (v) Issuing "Good for construction" drawings as per design/ drawings proof checked by the agency approved by the department. The consultant shall also submit the structural design / details (input / output) by the structural consultant.

1.6.2.2 **Structural Design Development**

Design of all the structural and non structural elements

1.6.2.3 **Drawing Stage**

- Foundation plans & details
- Column, walls and beam layout plans
- Floor Framing plans, fully coordinated with all disciplines
- Floor slab structural details
- Column & beam structural details
- Staircases, ramps, lifts shafts and machine room details
- All other details and sketches required for proper execution of the works

1.7 ELECTRICAL ENGINEERING SERVICES

1.7.1 General

The services to be provided by Consultant shall include (**Preliminary & Detailed Estimates, Design and Drawings etc.**)

- Design of electrical installations including all electrical fittings/fixtures etc., as necessary.
- Power Supply & Distribution system including emergency and backup supply, sub-station etc
- Telephone system, intercom communications facilities,
- Cable TV/dish antenna system
- Lightning protection and Earthing system.
- External Lighting
- UPS back up, if required.
- Building / Energy Management system controlling all essential services.
- Lifts, Escalators.
- Solar Water & Lighting System, if required.
- Any other services required but not specifically indicated.
- Proper coordination with civil engineering / mechanical engineering features / services.

Note: - All the Electrical and mechanical services, as mentioned above shall be designed by the consultant. No extra payment shall be made or deducted, if any modifications are required as per client requirement in above.

1.8 Services

1.8.1 Carry out basic and detailed designs of comprehensive electrical power distribution scheme, indoor and outdoor lighting, lightning protection and earthing systems of all the buildings in accordance with the relevant Indian regulations and Standards. The work shall include, but not limited to the following services:

- Design and draw up preliminary schemes on the electrical requirements.
- Design the distribution systems and prepare single line diagrams with details of accessories and equipment.
- Specify the details and capacities of HT panels, Transformers, L T panels, standby diesel generators and fuel intake, and to specify the type of supply arrangement for incoming power supply, interlocking arrangement between HT panel, transformer, L T panel & DG sets.
- Design the Sub-station comprising of the HT panel room, transformer room,
 L T panels room, generator room and to specify the necessary switchgear
 and control 'Changeover panels, capacitor banks, bus duct, essential and non
 essential panels as necessary with the appropriate load shedding.
- Make detailed specifications of all electrical items, essential and non essential panels, power control centers, capacitor panels and the corresponding bill of quantities for the various items.
- Design and prepare detailed layout drawings for the individual power. Indoor and outdoor lighting, lighting protection and earthing system as required.

1.8.2 Telephone, Intercom & Communication System

- Telephone layout and telephone equipment including conduit and accessories layout for the telephone system and any protective devices battery back-up required.
- Design the EPABX room. Prepare conduit layout of cables and terminals inclusive of a fiber optic or other special data transmission cables for system required.
- Intercom layout and intercom equipment including conduit and accessories layout for the intercom system and any protective devices required.
- Prepare the specifications and bills of quantities.
- Check and approve detailed drawings of the suppliers and manufacturers
- Check and approve the suppliers' / manufacturers' drawings/documents.

1.8.3 Cable TV/Dish Antenna System, if required.

- Prepare working drawings indicating the locations of TV points, Central panel/racks of dish antenna.
- Fixing details of dish antenna.
- Prepare specifications and bills of quantities.
- Check and approve the suppliers'/ manufacturers drawings/ documents.

1.8.4 **Lightning Protection and Earthing System**

- Lighting protection system shall be an advanced integrated lighting protection system. The work shall include, but not limited to, the following
- Prepare plans showing internal/external earth grid, earth electrodes and lightning protection with size of conductors and details of each electrical and lightning arrestors along-with details of earthing pits.
- Earth system shall be as per relevant Indian Standards and Indian Electricity rules.

1.8.5 **External Lighting**

- Assess the external lighting requirement for parking, buildings etc.
- Prepare plans indicating the road lighting with circuit details, typical pole detail with type of fixture, cabling, earthing etc.
- Prepare the specifications and bills of quantities;
- Check and approve detailed drawings of the suppliers and manufacturers;

1.8.6 **UPS back-ups**

- Prepare the plan indicating the locations of UPS rooms in the buildings, UPS room layout, Single line diagram/Power flow diagram.
- Prepare specifications and bills of quantities;
- Check and approve detailed drawings of the suppliers/ manufacturers;

1.8.7 **Solar Heating and R.O. System**

• Planning and installation of Solar Heating System and R.O. System for this building.

- Prepare specification and bill of quantities.
- Check and approve detailed drawings of the suppliers/manufacturers.

1.9 MECHANICAL ENGINEERING SERVICES

1.9.1 General

The services to be provided by Consultant shall include:

- Fire detection, Fire Extinguishing system and automatic alarm system.
- Lifts, escalators, water pumps etc.
- HVAC and mechanical ventilation
- Proper coordination with civil / electrical engineering features / services.

1.9.2 Services

To carry out basic and detailed design of the required Heating, Ventilation & Air conditioning system. This shall include amongst others the following services:

1.9.3 Fire Detection & Alarm System

- Design the *FDA* control room layout.
- Prepare working drawings (Floor wise) indicating the zones, location of the fire alarm sensors, Response Indicator, Manual call points, Hooters, their conduits and wiring and location/details of FDA control panels.

1.9.4 Lifts, Escalators

- Specify the capacity and type of lifts/escalators to be provided and prepare layout for the necessary machine areas.
- Finalize the design for lifts and escalators installation as per the Statutory/local regulations.
- Prepare specifications and bills of quantities.
- Check and approve the suppliers'/ manufacturers drawings/ documents.

1.9.5 HVAC

1.9.6 Water Pumps

- Specify the type of pumps for water supply
- Prepare specifications and bills of quantities.
- Check and approve the suppliers'/ manufacturers drawings/ documents.

1.10 PUBLIC HEALTH ENGINEERING

- 1.10.1 All the design and drawings should be well coordinated with Architecture, structure and other services drawings.
- 1.10.2 All designs shall be as per the latest Indian Standards, Local bye-laws and Statutory norms/regulation.
- 1.10.3 Design of Public Health & Engineering services taking into account various topographical, meteorological, Hydrological etc. reports, identify the source and quality of water, conduct survey of existing water supply system, Sewerage system, Drainage system, Fire-fighting system, other site development works etc. for planning of services. These existing systems are to be augmented with proposed (Required) system.
- 1.10.4 The services shall include following major components:
 - Water Supply System
 - Sewerage System
 - Drainage System
 - Fire-fighting & Fire Suppression System

1.11 The SERVICES

1.11.1 Water Supply System

- Calculation of water requirements for domestic, non-domestic and other services.
- Design and prepare working drawings of internal and external water supply system including Underground tank, Overhead tank, Water treatment plant, Pumping stations, rising mains, distribution system and internal plumbing, recycling of treated waste water etc.
- Prepare specifications and bill of quantities.

 Check and approve detailed drawings and data sheets of suppliers/ manufacturers.

1.11.2 Internal Sanitary Installations

- Design and prepare working drawings of internal sanitary installations.
- Identify, design and prepare working drawings of handicapped friendly toilets and sanitary installations, if required.
- Prepare specifications and bill of quantities.
- Check and approve detailed drawings and data sheets of supplies / manufacturers.

1.11.3 Sewerage System

- Calculation for quantity of waste water generated from different sources and design waste water treatment plant.
- Design and prepare working drawings for internal and external soil/waste disposal systems including sewage treatment plant and treated water usages, etc.
- Obtain approval from statutory and local bodies for waste disposal.
- Prepare specifications and bill of quantities.
- Check and approve detailed drawings and data sheets of suppliers/ manufacturers.

1.11.4 Drainage

- Design and prepare working drawings for storm water drainage including roof drainage, service area drainage and surface drainage.
- Design and prepare working drawings for rain water harvesting system.
- Obtain approval from statutory and local bodies for drainage connections and rainwater harvesting scheme etc.
- Prepare specifications and bill of quantities.
- Check and approve detailed drawings and data sheets of suppliers/

manufacturers.

1.11.5 Fire Fighting & Fire Suppression System

- Design and prepare working drawings for internal and external fire protection and suppression system including hydrant, CO2 flooding system, pressurization system, fire extinguisher system, UG tanks, fire pump rooms etc. in line with the statutory requirements.
- Size all equipment required and prepare detailed specifications and bill of quantities.
- Obtain necessary license/permissions from the statutory/local fire authority /bodies etc. as required.
- Check and approve detailed drawings and data sheet of suppliers/ manufacturers.

1.12 Site development Works

- Design and prepare working drawings (longitudinal & cross section) for roads/ footpaths/ parking areas etc.
- Design and prepare working drawings of irrigation system for horticulture.
- Prepare specifications and bill of quantities.
- Check and approve detailed drawings of suppliers/ manufacturers.

1.13 Other Services

1.13.1 Project Documentation

- Prepare and submit required number of copies of monthly progress accomplishment reports of the project.
- Ensure the preparation of AS-BUILT drawings and record all approved deviations and changes in drawings.
- 1.13.2 Provide any other services not explicitly mentioned but reasonably required for project development.

1.14 Time of Completion

S.NO.	Activities	Cumulative Period from the date of commencement (weeks)
<u>A</u>	PRELIMINARY STAGE	, , ,
A.1	Submission of system Plan incorporating the strategy for the total project delivery.	02
A.2	Submission of design methodology	04
A.3	Submission of Conceptual drawings, Layout Plan	06
A.4	Submission of preliminary project report including preliminary cost estimate of all project components.	08
В	APPROVAL STAGE	Total Period from the date of approval of Preliminary Project Report
	Preparation of submission plan, model, reports, EIA Study, submission and approval from local bodies and Environmental clearance.	06
С	Detailed Design stage	Cumulative Period from the date of order for detailed design (weeks).
C.1	Submission of preliminary architectural drawings for Structural design and service drawings	01
C.2	Submission of preliminary structural design and drawings with the input from Proof consultants.	04
C.3	Submission of all services Drawings	05
C.4	Submission of Detailed Estimate & Details of measurement, Analysis of rate, tender drawings, specification and draft tender document.	07
C.5	Submission of final tender documents for call of tender etc.	08
C.5	Submission of Detailed Architectural & Service Drawings	10
C.6	Submission of structural design and drawings	11
C.7	Final "good for construction" drawings.	12
D	Construction stage	Period in weeks
D.1	Tendering & Award Period after C.7	16
D.2	Execution of Work after D.1	78
E	Completion Plan	Period in weeks
E.1	Submission and obtaining of completion certificate from the local bodies after D2	4

1.15 PAYMENT SCHEDULE

		% of total	Cumulative	
S. No.	Activities	fee	%	
		payable		
A	PRELIMINARY STAGE			
A.1	On Submission and approval of Conceptual	10	10	
	drawings and Master Plan.			
A.4	On Submission & approval of preliminary project			
	report including preliminary cost estimate of all	5	15	
	project components.			
В	APPROVAL STAGE			
	On approval from local bodies and	10	25	
	Environmental clearance.	10	25	
С	DETAILED DESIGN STAGE			
C.1	On Submission & approval of preliminary			
	architectural drawings, structural and service	10	35	
	drawings.		33	
C.2	On Submission & approval of Detail Estimate &			
	Details of measurement, Analysis of rate, tender	10	45	
	drawings, specification and draft tender	10	15	
	document.			
C.4	On Submission & approval of tender documents	5		
	for call of tender.	3	50	
C.5	On Submission & approval of Detailed	10		
	Architectural, structural & Service Drawings	10	60	
C.7	On Issue & approval of" good for construction"	10	70	
	drawings.	10		
D	CONSTRUCTION STAGE			
D.1	On completion of construction (50% work)	10	80	
D.2	On completion of construction (100% work)	10	90	
D.3	On submission of completion drawings to the	5	95	
	local bodies.	,	75	
D.4	On approval of completion drawings by the local			
	bodies.	5	100	

1.16 Performance Guarantee

1.16.1The Applicant whose tender is accepted will be required to furnish performance guarantee of 5% (Five Percent) of the tendered amount 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 (in case guarantee amount is less than Rs.1,00,000/-) or Fixed Deposit Receipts or in the form of an irrevocable bank guarantee bond of any scheduled bank in accordance with the form prescribed.

Time for deposit of performance guarantee may be extended for a further period of **7 days** with late fee @0.1% per day, of performance guarantee amount.

In case the selected agency fails to deposit the Performance guarantee within the period stipulated above, their EMD shall be forfeited in full. Decision of the University shall be final & binding in this regards.

In case a fixed deposit receipt of any Bank is furnished by the contractor to the government as part of the performance guarantee and the bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the consultant and the consultant shall forthwith on demand furnish additional security to the Government to make good the deficit.

- 1.16.2 The performance Guarantee shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. The performance guarantee shall be returned to the consultant, without any interest on approval of completion drawings by the local bodies.
- 1.16.3The Engineer-in-Charge shall not make a claim under the performance guarantee except for amounts to which the Department is entitled under the contract (not withstanding 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 Guarantee as described herein above, in which event the Engineer-in-Charge may claim the full amount of the Performance Guarantee.
- b) Failure by the consultant to pay Department 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 Engineer-in-Charge.
- 16.3.4 In the event of the contract being determined or rescinded under provision of any of the Clause/Condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the Department.

GENERAL CONDITIONS OF CONTRACT

1.0 DEFINITIONS

- 1.1 For the purpose of this Agreement, the following words and expressions shall have the meaning hereby assigned to them, except where the context requires otherwise:-
- 1.1.1 Contract shall mean the agreement signed by the parties to which these general conditions are attached together with all related documents
- 1.1.2 "Owner" means GGSIPU, New Delhi
- **1.1.3 "Department"** means GGSIPU through Engineer-in-Charge until and unless stated otherwise.
- 1.1.4 "Employer" means "Guru Gobind Singh Indraprastha University"; represented by the Executive Engineer, UWD, (GGSIPU) or his authorized representatives;
- 1.1.5The **Engineer-in-Charge** means the Engineer/Officer who shall supervise and be in-charge of the work and who shall sign the contract on behalf of the GGSIPU.
- **1.1.6"Personnel"** means persons hired by the Consultant or by any Sub Consultant as employee and assigned to the performance the services or any part there of;
- **1.1.7"Party"** means the client or the Consultant, as the case may be and parties mean both of them;
- **1.1.8"Services"** means the work to be performed by the Consultant pursuant to this contract for the purpose of the project as described in Terms of Reference and Request for proposal (RPF);
- **1.1.9 "Consultant"** shall mean the person, firm and/or company whose offer for consultancy works is/are accepted by the employer which includes its authorized representatives, and legal heirs, engaged by the Consultant for undertaking the design.
- **1.1.10 APPLICANT / BIDDER / CONSULTANT:** Means the individual, proprietary firm, limited company, clearly indicating the lead member and

distribution of scope of services amongst the members.

- 1.1.11 "YEAR" Means "Financial Year" until and unless stated otherwise.
- **1.1.12 "Sub Consultant"** means any entity to which the Consultant sub contract any part of the service in accordance with the provisions of Contract Condition no. 3.5 if condition of contract;
- **1.1.13 "Third Party"** means any person or entity other than the Government, the Client, the Consultant of sub Consultant;
- **1.1.14 "Technical Bid"** means the technical proposal submitted by the Consultant;
- **1.1.15 "Superintending Engineer"** means the Superintending Engineer, UWD, GGSIPU;
- 1.1.16 "Executive Engineer" means the Executive Engineer, UWD, GGSIPU;
- **1.1.17 "Engineer-in-Charge"** means the Executive Engineer of UWD (GGSIPU);
- **1.1.18 "GGSIPU"** means Guru Gobind Singh Indraprastha University, Sector-16 C, Dwarka New Delhi-110077.
- 1.1.19 "**Approved**" shall mean approval granted by the Engineer-in-Charge in writing or accepted by him for incorporation in the works.

1.2 Relation between the Parties

Nothing contained herein shall be constructed as establishing a relation of master and servant or of agent and principal as between the UWD (GGSIPU) and the consultant. The Consultant, subject to this contract, have complete charge of personnel engaged by him and shall be fully responsible for the services performed by them of on his behalf.

1.3 Law Governing Contract

This contract, it's meaning, interpretation, and he relation between the Parties shall be governed by the Applicable Laws.

1.4 Language

This contract shall be executed in English language, which shall be binding and controlling language for all matters relating to the interpretation of this contract.

1.5 Heading

The heading shall not limit, alter of affect the meaning of this contract.

1.6 Notices

1.6.1 Any notice, request or consent required or permitted to be given or made pursuant to this contract shall be in writing, any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent by registered post of facsimile ot such party at the address specified below.

Employer:

Executive Engineer,
University Works Division,

Library Block, GGSIPU, Sector-16 C, Dwarka

New Delhi-110077.

For the Consultant:	-
Address:	
Attention:	
Telephone No	_
Mobile Phone No	
Facsimile:	
E-mail	
(Note: Fill the blanks)	

- 1.6.2 Notice will be deemed to be effective as specified below.
 - (a) In the case of personal delivery of registered mail, on deliver;
 - (b) In case of telegrams, 48-hours following confirmed transmission; and
 - (c) In the case of facsimiles, 48-hours following confirmed transmission
- 1.6.3 A party may change its address for notice hereunder by giving he other party timely notice of such change.

1.7 Payment

1.7.1 In consideration of the services performed by the Consultant under this Contract, the department shall make to the Consultant such payments and in such manner as is provided by the condition of this contract.

- **1.7.2** All payment shall be made in Indian Rupees (INR) only.
- **1.7.3** Billing and Payment in respect of the services shall be made as follow:
 - a) As soon as practicable the Consultant shall submit his bill with supporting documents in duplicate to the Engineer-in-Charge at the stage given in the bid document.
 - b) The Engineer-in-Charge shall cause the payment of the Consultant periodically as given in schedule of payment within thirty (30) days after the receipt of bills with supporting documents. Only such portion of payment that is not satisfactorily supported may be withheld. Should any discrepancy be found to exist between actual payment made and payment due to the consultant, the Engineer-in-Charge may add or subtract the difference from any subsequent payments.
 - c) The final payment shall be made only after the final report including drawings, models etc. provided in Payment Schedule mentioned in the Terms of Reference submitted by the Consultant and approved as satisfactory by the Engineer-in-Charge. The services shall be deemed completed and finally accepted and the final report and the final statement shall be deemed approved by Engineer-in-Charge as satisfactory within ninety (90) calendar days after receipt of the final report and final statement by the Engineer-in-Charge unless he within such ninety (90) days period, gives written notice to the Consultant specifying in detail the deficiencies in the services, in the final report or in the final statement. The Consultant shall thereupon promptly make any necessary correction, and upon completion of such corrections, the process mentioned above shall be repeated. Any excess amount which the Engineer-in-Charge has paid or caused to be paid shall be reimbursed by the consultant to the Engineer- in -charge with in thirty (30) days after receipt of claim in this regard. Any such claim by Engineer-in-Charge must be made within twelve (12) calendar months after receipt of final report and final statement.

1.8 SECURITY DEPOSIT

An amount equivalent to 5% (five percent) of bill amount shall be deducted from each bill of the consultant till a Security Deposit equivalent to 5% of

agreed fee, is reached for fulfilling the terms and condition of contract faithfully and honestly. The security deposit will be refunded after successful commissioning and handing over of the project and also getting completion certificate from statutory bodies. The Earnest Money deposited at the time of submitting the bid shall be treated as a part of the security deposit for the successful bidder.

1.9 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.

1.10 Consultant's Personnel

1.10.1 The consultant shall employ and provide such qualified and experienced personnel as are required to carry out the services.

1.10.2 **Description of Personnel**

- (a) The little job description, minimum qualification and estimated periods of engagement in carrying out of the services of each of the Consultant's Key Personnel shall be as described in technical proposal. If any of the Key personnel has already been approved by the Engineer-in-Charge, his/her name may also be listed as well.
- (b) If required, adjustments with respect to the estimated period of engagement of key personnel as set forth in the technical proposal may be made by the Consultant by written notice to the Engineer-in-Charge, provided that:
- I. Such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week whichever is longer and;
- II. The aggregate of such adjustment shall not cause any extra payments by the department.
- (c) If the additional work is required beyond the scope of the services specified in the Terms of Reference, the estimated periods of engagements of key personnel set forth in technical proposal may be increased by mutual consent

in writing between the Engineer-in-Charge and the consultant. For such increased scope of work, the Consultant shall be compensated suitably. The decision of the Engineer-in-Charge in this regard shall be final and binding on the Consultant.

- (d) The Engineer-in-Charge shall have the right to ask in writing about the changes, additions, modifications or deletions in the design and drawing of any part of the work and to request in writing auditioned work in connection therewith and the Consultant shall comply with such request. Of the Engineer-in-Charge deviates substantially from the original scheme which involves for tits proper execution, extra series, expenses and extra labour on the part of the Consultant for making changes and additions to the drawings, specification or other documents due of rendering major part to the whole of their work infructuous, the Consultant may then be compensated for such extra services and expenses on quantum merit basis at percentage applicable under this agreement and to be determined mutually, unless such changes required at the time of approval at various forums and sue to changes requires by the Consultant of all internal, external utilities and services. The decision to the Engineer-in-Charge shall be final on whether the deviations and additions are substantial and require any compensation to be paid to the consultant. However, for any modification or alteration which does not affect the entire design, planning, etc., no amount will be payable to the Consultant.
- (e) The Consultant shall not make any deviations, alterations, additions to omission from the work shown / described and awarded to him except through and with the proper approval of the Engineer-in-Charge.

1.10.3 Approval of Personnel

The key personnel and Sub Consultant listed by title as well as by name in technical Proposal and accepted by the Engineer-in-Charge shall deem to be approved by the Engineer-in-Charge. In respect of other key personnel that the Consultant proposed to be used in carrying out of the service, the Consultant shall submit a copy of their biographical data to the Engineer-in-Charge for review and approval. If the Engineer-in-Charge does not object in writing (stating the reasons for the objection) within twenty one (21)

calendar days from the date of receipt of such biographical data and (if applicable) such certificate, such key personnel shall be deemed to have been approved by the Engineer-in-Charge

1.10.4 Removals and/or Replacement of Personnel

- (a) Except as the Engineer-in-Charge may otherwise agree, no changes shall be made in the day personnel. If, for any reason (beyond the reasonable control of the Consultant), it becomes necessary to replace any of the personnel, the Consultant shall forthwith provide as a replacement of equivalent of better qualifications.
- (b) If the Engineer-in-Charge: -
- (i) Finds that any of the personnel has committed serious misconduct or has been charged with having committed a criminal action or;
- (ii) Has reasonable cause to be dissatisfied with the performance of any of the personnel, then the Consultant shall at the written request of the Engineer-in-Charge specifying the grounds thereof, shall provide a replacement with qualification and experience acceptable to the Engineer-in-Charge.

1.11 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.

1.12 DETERMINATION OR 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.
- In the event of above Performance Guarantee and security deposit will stand forfeited in favour of department

1.13 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 in writing for written instruction or decision.
- (ii) Thereupon, the Superintending Engineer 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 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, the consultant may, within 15 days of the receipt of Superintending Engineer'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 Registrar 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 Registrar. 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 Registrar, 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.

1.14 RIGHTS & RESPONSBILITIES

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 quotation 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.

1.15 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 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.

1.16 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 concerned, whose decision shall be final and binding on the consultant. No claim by the consultant shall be made against the department for such delayed approvals/ decisions by the department, except for grant of suitable extension of time.

1.17 ADDITIONS AND ALTERATIONS

The Employer shall have the right to request in writing changes, additions, modifications in the scheme to request in writing additional work in connection therewith and the Consultant shall comply with such request. If the Employer deviates substantially from the 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. The decision of the employer 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.

1.18 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 drawings as required for submission to all the local bodies and other authorities shall be submitted as per the requirement of local body. 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 CD. 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.

1.19 GENERAL CONDITIONS

- (i) The Architectural 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 bye-laws, environmental regulations and design norms and sound

- engineering practices.
- (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 professionals 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

1.20 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 to the extent of 5% (five percent) of the total consultancy fees to be received by him 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.

1.21 APPROVAL AND LIABILITIES

- (i) 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 designs and drawings prepared by sub-consultants.
- (ii) The Consultant shall be responsible for technical soundness of the services rendered by him or his sub-consultants.
- (iii) The Consultant shall supervise the said work to ensure that the work is carried out generally in accordance with the drawings, specifications, and his own concept. Appointment of Employer's own supervisory staff shall not absolve the Consultant of his responsibility of supervision.

- (iv) It shall be responsibility of the Consultant and his sub-consultants to prepare all design and drawings in accordance with the relevant BIS codes of practice and bye-laws.
- (vi) 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.
- (vi) 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.
 - (vii) 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.
 - (viii) 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.

Signed for and on behalf of consultant.

Signed for and on behalf of GGSIPU

UNIVERSITY WORKS DEPARTMENT

Comprehensive consultancy services for Construction GGSIPU at sector-16 C, Dwarka, New Delhi, SH: Dwarka Campus Phase-II.

APPENDIX-I

FORMATS FOR TECHNICAL PROPOSAL

LETTER OF TRANSMITTAL

Tο

Executive Engineer,
University works division
GGSIPU, Sector-16 C, Dwarka,
New Delhi – 110077.

Sub:- Comprehensive consultancy services for Construction of Dwarka campus of GGSIPU at sector-16 C, Dwarka, New Delhi, SH: Phase-II.

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 preconstruction 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 offer is submitted in separate sealed covers marked as "EMD", "Technical Bid" (Two copies) and "Financial Bid" (One copy), and these three envelopes are then sealed in another single envelope with name of work super scribed on each envelope.

The "Technical Bid" contains the details as per the formats given in Appendix-I and "Financial Bid" contains this bid document along with details as per the formats given in Appendix-II duly filled in and duly signed by authorized representative.

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.

Signature	(Authorized Signatory of consultant)
(In capacity of)	
Duly authorized to sign	(Name and Address of Consultant)
The tender on behalf of	
Witness	
Date:	
Address	

Format II

ATTACH AGREEMENT BETWEEN JOINT VENTURE MEMNERS AND AGREEMENT WITH SUB-CONSULTANS

The agreement between members of Joint Ventures and agreement with the subconsultants should contain the following as mentioned in para-12 of Instruction to Bidders.

- (a) That they agree to work jointly for the assignment.
- (b) That they agree to be jointly and severally responsible for the assignment.
- (c) The division of responsibility both in terms of resources and technical inputs.
- (d) The share of each member in the total fees of the Joint Venture Firm.

Format III

INFORMATION REGARDING MEMBERS OF THE FIRM AND SUB-CONSULTANTS

1. Status of the Applicant's Organization* Sole Proprietor / Partnership / Joint Venture / Other	
(Please Specify)	
*Please attach the relevant Expression like Memorandum of Understanding (MOU / Articles of Association Group Agreements / Group Managements organization of each constitute of the group	
 Name of the main / lead consultant firm (in case of partnership the name of authorized partner to deal with Engineer-in-Charge off the project) 	
Name of contact person:	
Address:	
Telephone: (O)	
Telephone: (R)	
Mobile:	
Facsimile:	
e-mail:	
website (if any):	
3. Name of other members of Partnership firm / Joint Venture Companies, if any along with the similar information as requested above.	
4. Name of Sub-Consultants, if any along with similar information as requested above.	
5. Area of participation of all joint venture firms and Sub-Consultants	

Format IV

INFORMATION REGARDING OFFICE OF APPLICANT

1.Details of the offices / branch office in India (if any)	
A. General	
Name of contact person:	
Address:	
Telephone: (O)	
Telephone: (R)	
Mobile:	
Facsimile:	
e-mail:	
website (if any):	
B. Year of Registration / Existence	
C. Particular area of specialization / business	
1. Details of the parent office (if any, other than the	
applicant's office) along with the similar	
information as requested above.	
2.Details of subsidiary office (if any, other than	
the applicant's office) along with the similar	
information as requested above.	

Format V

A BRIEF DESCRIPTION OF THE FIRM

(Give an outline of he experience of the firm on similar projects during last ten years. In the case of applications from groups, give similar details and areas of specialization, responsibility and extent of participation of each member for the proposed work.)

- (a) Name of the Firm / Joint Venture Firm
- (b) Year of Registration
- (c) (i) Type of firm (Individual / Partnership / Joint Venture or any other)
- (ii) Has there been previous collaboration between constituent members? If yes, please provide details.
- (d) Annual Turnover for the last five years preceding 31.03.2013 duly certified by the Chartered Accountant (**Audit reports need not be submitted**).
- (e) Profit and loss account of last consecutive five years ending March, 2013 duly certified by the Chartered Accountant (Audit reports need not be submitted).
- (f) Total Number of Employees (for the last 5 years)
- Technical
- Others
- (g) (i) In house facilities available in following fields

S.No	Fields	Manpower with more than 20 years Experience	Manpower with 10 to 20 years Experience	Manpower lesser than 10 years Experience
i.	Structural			
ii.	Electrical (Air conditioning , Lift & Fire Fighting)			
iii.	Services (Water Supply, Sewage & Drainage)			
iv.	Quantity Surveying			
v.	Landscaping			
vi.	Any other relevant field			

(ii) Do You intend to engage the services of an independent professional designer for undertaking the design works, or a part of the work? If yes, provide the name or names of potential professional designers and the extent of their further details covering qualification, experience and capacity of such professional designers.

(h) Other details

1.	Please give details of:						
	Capital:						
	Authorized:						
	Issued:						
2.	Please attach copies of the company's (all constituents to give separately in case of a Group) previous three year's account (profit / loss, assets / liabilities) and other financial date which you consider to be useful. List all attachments here:						
	1.						
	2.						
3.	Name and address of banker from whom reference can be obtained						
	1.						
	2.						
	Do you authorize UWD (GGSIPU) to make ANY enquires whit any of the Banks listed above?						
4.	In case of application from groups, please indicate proposed equity participation by each member for the proposed work.						
5.	Member Equity						
	1.						
	2.						
	3.						
	4.						
6.	Please describe your company's (including that of each constituent) history of litigation or arbitration form contract executed in the last ten year or currently under execution. Please indicate for each case year, name of employer, cause of litigation, matter in dispute, dispute amount and whether the award was for or against the company.						
7.	Has your company (including that of each constituent of Joint Venture) been debarred / disqualified / black listed from participation in consultancy services by any department / organization during last ten years. If yes please give details.						

Format-VI

DETAILS OF WORKS COMPLETED DURING THE LAST SEVEN YEARS ENDING LAST DAY OF July 2013

1	S.No.
2	Name of work / project and location
3	Owner or sponsoring organization
4	Govt Department or Central / State Undertaking Central / State Autonomous
	Whether Owner/PMC is Central / State
5	Cost of work in Rs Lakhs
6	Consultancy fees in Rs Lakhs
7	Date of commencement as per contract
8	Stipulated date of completion
9	Actual date of completion
10	officer to whom reference may be made
)	Name & Address / telephone number of
11	Performance rated by the client
12	Remarks

Signature(s) of Bidder(s)

Note:

- 1. Only those works which meet the eligibility criteria should be included in the list in above format.
- 2. The relevant technical details of the each work like land area, building work, no of storeys, electrical work, plumbing etc and general / special features of the project along with quantity and value to establish similarity of work must be shown in column 12 as per format below.

No	of	Land		Built	up	No.	of	HVAC capacity	DG set	Any other
storey		area	in	area	in	Lifts		in TR (only	back up	details
above		Sqm		Sqm				centralized	capacity in	
ground								HVAC)	KVA	
level	and									
no	of									
baseme	ent									

- 3. Performance report of each work issued by officer of rank of Executive engineer of equivalent in Annexure-3 to be attached. Works mentioned above without proper performance certificate shall not be considered for evaluation.
- 4. The photographs and/or sketches/drawings etc. can be enclosed to supplement any salient features/components.

Format-VI A

PERFORMANCE REPORT OF WORKS COMPLETED AND REFERRED IN FORM '4', '10', '11'

1.	Name	e of Consultant		:						
2.	i)	Name of work/ Project & Location	:							
	ii)	Name of Client and Address	:							
3.	Agreement No./ Work Order No. :									
4.	Name	Name of consultant (s) :								
5.	Estim	Estimated Cost of project : Rs.								
6.	Tend	Tendered Cost of project : Rs.								
7.	Actua	al cost of completion	:	Rs						
8.	Date	of start	:							
9.	Date	of completion of project								
	i)	Stipulated date of completion	:							
	ii)	Actual date of completion	:							
10.	Amou	unt of compensation levied on consultant	:	Rs						
	for delayed completion, if any									
11.	Consultancy Fees : Rs									
12.	Overall Performance Report of Consultant considering quality of work, financial soundness									
	techn	ical proficiency, resourcefulness and general b	ehaviour							
		Excellent/Very Good/Good/	/Fair/Poor							
		(Strike off whichever is not	applicable)							
13.	Brief	details of work:(No of storey, land are	a, feature	s of project like University ,						
	Instit	utional campus project)								
Dated	:									
		(Signature & S	tamp of Ex	ecutive Engineer or Equivalent						
Note:										
1.	This I	FORM should be submitted separately for eac	h work cor	npleted by the applicant during						
	last 0	7 (seven) years and the works indicated in fo	rmat-VI							
2.	This I	FORM shall be signed & stamped by the Bidde	er's Client i	not below the rank of Executive						
	Engin	neer or equivalent.								

- 3. The above certificate can be in any form, but should contain all the information as above.
- 4. Information given above may be verified by the owner.
- 5. In case nothing is mentioned regarding overall performance same shall be considered as Poor and evaluated accordingly.

Format – VII APPRECIATION OF PROJECT

Indicate in detail the bidder's knowledge of the project requirement and bidder's understanding of the requisite tasks as set forth in the Scope of work.

Format – VIII GENERAL APPROACH AND METHODOLOGY

Indicate in detail the method statement covering the approach and methodology proposed for carrying out the project, including such detailed information as is deemed relevant.

Format – IX DETAILS OF KEY PERSONNEL

(to be deployed for this Project)

A. Personnel from Consultant's Organization

S.No	Key	Name of staff	Qualification				Remarks
	Position			Experience	Speciali	Days Proposed	
					-zation	Proposed	

B. Personnel from Sub-Consultant's Organization

S.No.	Key	Name	of	Qualification				Remarks
	Position		staff		Experience	Speciali-	Days Proposed	
						zation	Proposed	

Format-X

FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY TEAM PERSONNEL 1. Proposed Position: 2. Name of firm 3. Name of the personnel : Date of Birth: _____ (Please furnish proof of age) 4. 5. Nationality: 6. **Educational Qualifications:** (Summarize college / university and other specialized education of staff member, giving names of college, dates attended and degrees obtained.) (Please furnish proof of qualification.) Membership of Professional Societies: 7. 8. **Employment Record:** (Starting with present position, list in reversed order, and every employment held. List all positions held by staff member since graduation, giving dates, names of employing organization, title of positions held and locations of assignments. Experience period of specific assignment must be clearly mentioned, also give client references, where appropriate). 9. Summary of experience Total experience in the field proposed to be assigned: _____Yrs. i. ii. Responsibilities held during the experience period 10. Permanent Employment with the firm (Yes / No) If yes, how many years If no, what is the employment arrangement with the firm? 11. Details of the current assignment and the time duration for which services are required for the current assignment. Certification: 1. I, the undersigned, certify that to the best of my knowledge and belief, this bio data correctly described myself, my qualifications and my experience. Signature of the Person _____ Place _____ Date _____ **Signature of the Authorized Representative of the firm** Place _____ Date

Format – XI PARTICIPATION OF JOINT VENTURE MEMBERS AND SUBCONSULTANTS

JOINT VENTURE	PARTICIPATION		
JV Partners			
1.			
2.			
3.			
Sub Consultant			
1.			
2.			
3.			

Format XII WORK PROGRAM

(Work Program of the project in the form of Bar Chart)

information relevant to this project)

1.
 2.
 3.
 4.

Format XIII COMMETNS / SUGESTION / ADDITIONAL INFORMATON

(The consultant may submit his comments, suggestion or any other additional

•	
comments on the data, services and facilities to be provided by UWD (GGSIP)	U) as
adjusted in the term of reference	

5. Note:- Consideration of comments/ suggestion/ additional information shall rest with the owner/ department. The bidder has no claim over it.

Format-XIV UNDERTAKING

(To be submitted on letter head of applicant)

I /We undertake as under:

- a) I/We have not been blacklisted / debarred by any Department / Organization.
- b) There is no case of bad performance for the works supervised by me / us.
- c) That I / We have not left any work incomplete.
- d) That no work supervised by me / us has been rated poor / bad quality.
- e) That I /We not have either failed to perform on any agreement, or been expelled from any project or agreement or have any agreement terminated for breach of contract on our part.

Signature(s) of Bidder (s)

UNIVERSITY WORKS DEPARTMENT

Comprehensive consultancy services for Construction GGSIPU at sector-16 C, Dwarka, New Delhi, SH: Dwarka Campus Phase-II.

APPENDIX-II

FORMATS OF FINANCIAL PROPOSAL

FORMAT-XV

LETTER OF TRANSMITTAL OF FINANCIAL PROPOSAL

To,	
Executive Engineer,	
University Works Division,	
Library Block, GGSIPU,	
Sector-16 C, Dwarka	
New Delhi-110077	
Sub: Comprehensive consultancy service	es for Construction of
GGSIPU at sector-16 c, Dwarka, New Dell	hi, SH: Dwarka Campus
Phase-II.	
Sir,	
Having examined the details given in the bid document	ts for the above work, I/We
herewith enclose	financial bid in format- XVI
of the bid document for the evaluation of our firm as co	nsultant for the above work
as per the scope of work given under the terms of refere	ence.
Yours faithfully	
SIGNATURE	
Full Name	
Address	
Seal of applicant	
Tel no	
Date of submission.	

FORMAT-XVI FINANCIAL OFFER

I/We have read and examined the bid document relating to the "Comprehensive consultancy services for Construction of GGSIPU at sector-16 C, Dwarka, New Delhi, SH: Dwarka Campus Phase-II" I/We hereby offer to provide consultancy services as per terms and condition in the bid document in consideration for a lump sum amount of Rs................................. (Rs) only. Service tax will be claimed extra on the actual basis by producing the deposit receipt duly certified by the Chartered Accountant.

I/We agree to keep the offer valid for 90 days from the date of opening of financial bid.

I/We declare that we shall treat these documents and other documents connected with the work confidential and shall not communicate the information derived there from to any person other than a person to whom we are authorized to communicate.

I/ We confirm that no escalation will be claimed over and above the agreed sum due to any increase in the cost of the Project due to delay in execution or providing some additional services, if required in the aforesaid Project.

Signed for and on behalf of the firm

	orginea for and on bonan or and in in
Dated	(Authorized signatory of the firm)
Witnesses:	
1	
(Name & Address)	
2	
(Name & Address)	

FORM OF PERFORMANCE SECURITY (GUARANTEE) BANK GUARANTEE BOND

In consideration of the Department (hereinafter called The Government) having offered to accept
the terms and conditions of the proposed agreement between and
(hereinafter called the said contractor(s) for the work
(hereafter called the said agreement) having
agreed to production of a irrevocable bank guarantee for Rs (Rs.
only) as a security/ guarantee from the contractors (s) for
compliance of his obligations in accordance with the terms and conditions in the said agreement.
1. We (hereinafter referred to as the Bank) hereby (Indicate
the name of the bank) undertake to pay to the Government an amount not exceeding Rs.
only on demand by the Government .
2. We do hereby undertake to pay the amounts due
(indicate the name of the bank) and payable under this guarantee without any demure,
merely on a demand from the Government stating that the amount claimed is required to meet the
recoveries due or likely to be due from the said contractors(s). Any such demand made on the bank
shall be conclusive as regards the amount due and payable by the bank under this guarantee.
However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.
(Rsonly)
2. We the seld head foother and other to see to the Community and any and other
3. We, the said bank further undertake to pay to the Government any money so demanded
notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding
pending before any court or tribunal relating thereto, our liability under this present being absolute
and unequivocal. The payment so made by us under this bond shall be a valid discharge of our
liability for payment there under and the contractor(s) shall have no claim against us for making
such payment.
4. We further agree that the guarantee herein
(indicate the name of the bank) contained shall remain in full force and effect during the period that
would be taken for the performance of the said agreement and that it shall continue to be
enforceable till all the dues of the Government under or by virtue of the said agreement have been
fully paid and its claims satisfied or discharged or till Engineer-in-Charge on behalf of the
Government certified that the terms and conditions of the said agreement have been fully and
properly carried out by the said contractor(s) and accordingly discharges this guarantee.
5. We further agree with the Government that

(indicate the name of the bank) the Government shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act of omission on the part of the Government or any indulgence by the Government to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6.	This guarantee will not be discharged due to the change in the constitution of the bank or
the cor	ntractor(s).
7.	We lastly undertake not to revoke this(indicate the
name o	of the bank)Guarantee except with the previous consent of the Government in writing.
8.	This guarantee shall be valid up to unless extended on demand by
Govern	nment. Notwithstanding anything mentioned above, our liability against this guarantee is
restrict	ted to Rs only) and
unless	a claim in writing is lodged with us within Six months of the date of expiry or the extended
date of	f expiry of this guarantee, all our liabilities under this guarantee shall stand discharged.
Dated	the day of for
	(indicate the name of bank)ated:
	Signed for and behalf of the firm
Witnes	sses:
	(Authorized signature of the firm)
1.	
	(Name and Address)
	(Name and Adards)
_	
2.	
	(Name and Address)

SUBMISSION CHECK LIST

Technical Proposal (in 2 copies)

- i. Letter Transmittal
- ii. Agreement / MOU between Joint Venture members and Agreement with Sub-Consultant
- iii. Information regardign firm's members and Sub-Consultatn
- iv. Information regardign offices of applicant
- v. A brief description of the firm
- vi. Experence of Company
- vii. Appreciation of project
- viii. General approach and methodology
- ix. Details of key personnel
- x. Currculum Viate for each staff memeber to be deployed on the work
- xi. Participation of Joint Venture members and associate / Sub Consultatns
- xii. Work Program
- xiii. Comments / Suggestions / Additional information

Financial proposal (in one copy)

- i. Finacial Proposal Covering Letter
- ii. Scheduel of Quantity

Presentaion

a presentation of technical proposal shall be given by the Team Leader himself for and on behalf of other key personnel or he can associate some of the key personnel for presentation. The date, time and venue of the presentation will be intiamted to the consultant well in advance.

