

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

BID DOCUMENT (e-tender)

for

**“Comprehensive Architectural&Structural DesignConsultancy
for GGSIPU at Sector 16 C, Dwarka,
New Delhi. SH: Dwarka Campus Phase – II”**

**Project Manager,
University Works Department,
Library Block, GGSIPU, Sector-16**

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

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PRESS NOTICE

Project Manager, University Works Department, Ground Floor, Library Block, Guru Gobind Singh Indraprastha University, Sector 16-C, Dwarka, New Delhi -110 078 on behalf of GGSIPU, invite e-bids under twobid system for the work "**Comprehensive Architectural & Structural 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	48 Months
Earnest money deposit (EMD)	Rs 9,00,000/-
Date, Venue and Time of Pre-bid meeting	5/02/2021 at 11:00 AM
Last Date and time of Submission of Bid Documents	16/02/2021 upto 15:00 hrs
Date & Time of Opening of Technical Bid	16/02/2021 at 15:30 hrs

Bid documents consisting of eligibility criteria and other relevant details can be downloaded from website <https://govtprocurement.delhi.gov.in> and www.ipu.ac.in.

**Project Manager
UWD/GGSIPU**

Notice Inviting e-Tender

The Project Manager, University Works Department, on behalf of GGSIPU invites online it emirate bids in two bid system i.e. 'Technical Bid' and 'Financial Bid' from Consultant fulfilling eligibility criteria prescribed in bid document for the following work(s):

S. No .	NI T no.	Name of work & Location	Tentative cost of the Project	Earnest Money	Period of Compl etion	Pre-bid Meeting date & Time	Last date & time of online submission of bid including submission of E.M.D and eligibility document in physical form	Time & date of opening of Technical bid
1	2	3	4	5	6	7	8	9
1	10/PM/UWD/Consultancy/2020-21	Name of work: Comprehensive Architectural & Structural Design Consultancy for GGSIPU at Sector 16 C, Dwarka, New Delhi. SH: Dwarka Campus Phase – II	Rs.4,500,000,000/-	Rs.9,00,000/-	48 Months	5/02/2021 At 11:00 AM	16/02/2021 Upto 15:00hrs	16/02/2021 Upto 15:30hrs

1. The intending bidder must read the bid document carefully. He should only submit this bid if he considers himself eligible and he is in possession of all the documents required.
2. Information and Instructions for bidders posted on websites shall form part of bid document.
3. The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website

<http://govtprocurement.delhi.gov.in> and www.ipu.ac.in free of cost.

4. But the bid can only be submitted after uploading the mandatory scanned documents as mentioned at point 8 below:
5. On opening date, the bidder can login and see the bid opening process. After opening of bids he will receive the complete bid sheets.
6. Bidder can upload documents in the form of PDF format.
7. Bidder must ensure to quote rate of each item. Therefore, if any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as "0" (ZERO).

8. List of Documents to be scanned and uploaded within the period of bid submission:

(A) Technical Bid

1. Copy of EMD in favour of Registrar, GGSIPU, Dwarka, New Delhi.
2. Self attested copy of valid GST Registration certificate
3. Self attested copy of GST return of last month prior to month in which tender was invited.
4. Self attested copy of PAN Card.
5. Turnover of last 3 years in format-III and supporting documents.
6. Profit and loss account of last 5 years in format-IV and supporting documents.
7. Performance certificates issued by client not below the rank of Executive Engineer in format-V.
8. Undertaking of applicant in format XIII.
9. Affidavit of not subletting.
10. List of Key personnel in format-VIII.
11. CV of Team leader in format-IX.
12. CV of Structural Engineer in format IX.
13. CV of Electrical Engineer in format IX.
14. CV of Engineer-Public health in format IX.

15. CV of landscape Architect in format IX.
16. CV of Estimator in format IX.
17. CV of expert in Green features in format IX.
18. CV of Mechanical/Electrical Engineer (Expert in HVAC) in format IX.
19. Letter of Transmittal in format-I
20. Information regarding members of firm and sub-consultants in format-II.
21. Appreciation of project in format-VI.
22. General approach and methodology in format VII.
23. Work program in format XI.
24. Additional information, if any, in format XII.
25. Copy of power of attorney in favour of signatory who has signed tender documents.

(B) Financial Bid – to be uploaded by the bidder as specified in bid document.

–sd/–
PM/UWD

INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR E-TENDERING

1. Information and instructions for Bidders will form part of NIT.
2. The Bid Document as uploaded can be viewed and downloaded free of cost by anyone including in tending bidder. But the bid can only be submitted after uploading the mandatory scanned documents.
3. After submission of the bid the bidder can re-submit revised bid any number of times but before last time and date of submission of bid as notified.
4. While submitting the revised bid, bidder can revise the rate of one or more item(s) any number of times (he need not re-enter rate of all the items) but before last time and date of submission of bid as notified.
5. On opening date, the bidder can login and see the bid opening process.
6. Bidder can upload documents in the form of **JPG** format and **PDF** format.
7. It is mandatory to upload scanned copies of all the documents as stipulated in the bid document. If such document is not uploaded his bid will become invalid and shall be rejected.
8. If the bidder is found ineligible after opening of bids, his bid shall become invalid and shall be rejected.
9. If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically by the bidder the bid shall become invalid and shall be rejected.
10. Bidder must ensure to quote rate of each item. The column meant for quoting rate in figures appears in pink colour and the moment rate is entered, it turns sky blue.

In addition to this, while selecting any of the cells a warning appears that if any cell is left blank the same shall be treated as "0".

Therefore, if any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as **"0" (ZERO)**.

However, if a bidder quotes nil rates against each item in item rate tender or does not quote any percentage above/below on the total amount of the tender or any

section/subhead in percentage rate tender, the tender shall be treated as invalid and will not be considered as lowest tendered.

11. **Submission of bids:** The bidders who are desirous of participating in "e" procurement shall submit their price bids in the standard formats prescribed in the Tender documents, displayed at <http://govtprocurement.delhi.gov.in> and www.ipu.ac.in. The bidders should upload the scanned copies of all the relevant documents on the <http://govtprocurement.delhi.gov.in> in support of their bid. The bidders shall sign on all the statements, documents, certificates uploaded by him, owning responsibility for their correctness/authenticity.

12. **Payment of Bid Security (Earnest Money Deposit):** The EMD shall be in the form of Pay Order/FDR of a scheduled bank/Online Payment Receipt issued in favour of Registrar, GGSIPU, New Delhi have to be deposited on or before the last date and time of submission of bid 50% of earnest money or Rs.20 lakh, whichever is less, will have to be deposited in the shape prescribed above and balance amount of earnest money can be accepted in the form of Bank Guarantee issued by a scheduled bank.

Xerox copy of the DD/Pay Order/FDR is to be scanned and uploaded along with the Bid, and the original Pay Order/FDR shall be sent to the office of PM, UWD so as to reach before the date and time mentioned in NIT. Failure to furnish the original DD/Pay Order/FDR as EMD before the date and time mentioned in NIT will entail rejection of bids.

Alternatively, EMD can also be submitted online in the bank as per details below:

RTGS/ECS Details		
1.	Accounts Holder Name	Registrar, Guru Gobind Singh Indraprastha University
2.	Account No.	927860555
3.	IFSC Code	IDIB000G082
4.	Bank Name	Indian Bank
5.	MICR Code	110019071
6.	Account type	SB (Saving)
7.	CBS Code/Branch Code	02029

8.	Branch Name & Address	GGSIU, Sector-16C, Dwarka, New Delhi-110078
9.	Banker's Phone No.	011-28035244

In case of online submission of EMD, no physical submission is required. However, copy of online receipt clearly mentioning UTR number of transaction is to be scanned and uploaded on e-tender website.

No interest on EMD shall be payable both in offline or online mode. EMD shall be valid for 45 days beyond bid validity period.

13. Technical Bid Opening:– The technical bids will be opened online by the Project Manager, UWD at the specified date and time. Technical details shall be evaluated in accordance with the eligibility criteria defined in bid document by the Bid Evaluation Committee. Technical bid shall be opened online and the result will be displayed on the <http://govtprocurement.delhi.gov.in> and www.ipu.ac.in which can be seen by all the bidders who participated in the tenders the schedule of opening of financial bid/price bid will be notified separately.

14. Pre Bid Meeting:–Pre bid meeting, if any, shall be held as per specified date and time and minutes of pre bid meeting and amendments, if any shall be uploaded on website <http://govtprocurement.delhi.gov.in> and www.ipu.ac.in for information of all the intending bidders.

15. Processing of Tenders: The Consultant Evaluation Committee will evaluate and process the tenders as done in the conventional tenders and will communicate the decision to the bidder online.

16. Price Bid Opening:–The Price Bids of only those eligible consultants shall be opened who qualify in evaluation of technical bid mentioned in bid document. Such qualified consultant shall be informed date & time of opening of Price bid through e-procurement and University website.

17. Participation of Bidders at the time of opening of bids: Bidders have two options to participate in tendering process at the time of opening of Bids:

i) Bidders can come to the place of opening of bids (electronically) as done in the conventional tender process.

ii) Bidders can also see the process online.

18. **Signing of agreement:** After the award of the contract, an agreement shall be signed as done in conventional tenders.

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. Online offer under two bid system are invited in the prescribed format, from eligible consultants 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) NIT for e-tender

(ii) Information and Instruction for e bidding

(iii) Instruction to bidders.

(iv) Evaluation and Award of work

(v) Terms of reference(TOR)

(vi) Condition of the contract

(vii) Requirements of University and other details

(viii) 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 48 months (12 months for all pre construction activities leading to award of work and 06 months for post construction activities leading to issuance of completion certificate and clearances by statutory bodies including release of as built drawings and period of construction is likely to be 30 months but may vary at the time of award of work). The breakup of time is given for guidance only however prospective bidders may carry out their own assessment of various stages for working out their fees.

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 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 signed and submitted to UWD (GGSIPU) alongwith documents for technical bid, within the stipulated date by the bidder.

6. Local Conditions and Preliminary Costs

(a) Each bidder should fully acquaint himself of all local conditions and factors, which may have effect on the execution of services covered under these documents and specifications. It must be understood and agreed upon that all the factors have been properly investigated and considered by the bidders before submitting the proposals. 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 and adjustment.

The bidders are required to quote their fees in Indian rupees (INR) (Format XV) inclusive of all prevailing taxes except GST in the prescribed format given in Appendix II. GST paid by the consultant will be reimbursed by the University.

The professional fees payable to the Architect shall remain fixed for a period upto stipulated date of completion from the date of start during which period no claim for any increase in the professional fee of the Architect shall be entertained on account of any increase in cost of construction due to increase in cost index, specification, quantity etc.

However, in case the agreement is required to be extended beyond the stipulated date of completion on account of any part of the project still remaining to be completed, and in case such delay in the completion is not on account of reasons attributable to the Architect, Consultant then for the professional fee of the Architect for the services still to be rendered by him at that stage as per status of work and time schedule, shall be enhanced in proportion to the rise in Consumer Price Index (labour) as notified by Ministry of Economic affairs and Finance during the period of contract as per formulae as under: The fees revised in the manner shall be applicable for another 3 years and in case any further extension of time becomes necessary, the revision in the professional fees for the remaining part of the services shall be done in a similar manner at fixed interval of 3 years.

$\% \text{ increase in fees} = (\text{CPI}_1 - \text{CPI}_0) / \text{CPI}_0 \times 100.$

Balance professional fees at completion of contract period = Original PF-PF applicable as per stage of work at the completion of contract period.

Enhanced professional Fees = Balance PF x (100 + % increase)/100

8. Duties and Taxes

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

9. Validity

Dy. PM (Civil)

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Dy. PM (Elect.)

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 / uploaded on the website <https://govtprocurement.delhi.gov.in> and 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 <https://govtprocurement.delhi.gov.in> and www.ipu.ac.in.

11. Method of application

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

application. In both cases certified copy of the partnership deed and current address of all the partners of the firm should accompany the application.

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

12. Sub Consultants

- a) Successful Consultant can associate with itself sub consultants for specialized services. Successful Consultant to submit the names of the sub-consultants (maximum of three for each area of specialization) with area of specialization and scope of work where they are proposed to be associated. Sub consultant proposed to be associated should meet the qualification and experience criteria defined for key personnel.
- b) Successful Consultant to submit letter of acceptance in the prescribed form (**Format XVII**) from all the sub-consultants on their letter head, whose name has been proposed, stating their acceptance/ commitment to associate with applicant for this work and that they will be responsible for their area of work and also abide by the tender conditions. Letter of acceptance should be counter signed by the applicant. Sub-consultant shall not be considered for evaluation in case letter of acceptance in the prescribed form is not submitted with bid.
- c) Successful Consultant to submit an undertaking that the sub-consultants proposed for association have not been debarred/blacklisted from participation in Consultancy Services by

any government department/public sector organization/autonomous bodies during the last five years. In case of revocation of debarring/blacklisting by same organization or by court order, then the sub consultant shall be deemed to be not debarred/blacklisted.

Successful bidder to submit undertaking that sub-consultants 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 sub-consultant.

The undertaking(s) should be on letter head of applicant and signed by both applicant and sub-consultant in the format XIII.

- d) The successful consultant will get the sub-consultant(s) approved from Engineer-in-Charge before assigning any job to him. During the consultancy period, under exceptional circumstance, change of member of the consultant firm and / or sub-consultant 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. In no case replacement of sub-consultant will be accepted without prior permission of engineer-in-charge.

13. Key Personnel

Applicant to submit list of key personnel (maximum three for each field of specialization) in their field of specialization proposed to be deployed for this work. Key personnel in same field of specialization with maximum qualification and experience shall only be considered for evaluation/marketing, if any. The minimum key personnel and their experience should be as under: –

S. No	Key Personnel	No.	Min Qualification and Total Experience	Min. Experience of relevant field.
a)	Team Leader (Architect)	1	B Arch with 20 years experience or M Arch with 15 years experience in building design	Should have designed at least two multistoried educational/institutional project building projects of built up area not less than 60,000 sqm. each
b)	Structural Engineer	1	M Tech in Structural Engg with 15 yrs experience	Should have carried structural design of at least two Multistoried building projects of built up area not less than 60,000 sqm. each
c)	Electrical Engr	1	B Tech in elect with 15 years' experience or M Tech in elect engg. with 10 years' experience	Should have designed at least two multistoried educational/institutional project building projects of built up area not less than 40,000 sqm with provision of internal and external electrical installation, fire detection, data networking, substation equipment's and power backup arrangement.
d)	Engineer Public health.	1	M tech in Public Health Engg. or Equiv with 15 years' experience	Should have designed at least two multistoried educational/institutional project building projects of built up area not less than 40,000 sqm with provision of internal and external plumbing services, drainage, sewage disposal, garden hydrant etc.
e)	Landscape Designer	1	M Arch in Landscape or equivalent with 15 year's experience	Should have designed at least two projects of multistoried educational/institutional project with land area more than 15.00 Acre having provision of landscaping etc.

Dy. PM (Civil)

17

Dy. PM (Elect.)

f)	Estimator	1	B Tech in Civil Engg. with 15 year's experience	Should have prepared preliminary and detail estimate alongwith detailed analysis of rates of at least two multistoried educational/institution project of built up area not less than 40,000 sqm for central/state government etc.
g)	Electro Mechanical Engineer	1	B Tech in Elect/ Mech Engg. with 15 years experience	Should have designed at least two multistoried educational/institutional project building projects of built up area not less than 40,000 sqm covering HVAC, Firefighting etc.
h)	Specialist Green features	1	B Tech/Msc (Environment) or equivalent with 10 years experience	Should have designed at least one project of built up area not less than 25,000 sqm with green features equivalent to 4 star or above GRIHA rating. Should have also designed a project with renewable source of energy (Solar) with minimum capacity of 500 KW.

The details of experience in relevant field should be filled by the key personnel in the **Format -IX** and should be countersigned by the applicant. University reserves the right to get the details verified independently. The experience of specific area is interchangeable among key personnel.

14. Design Office

Design unit of the bidder will be located in the National Capital Territory of Delhi by the main consulting firm and sub-consultant during the duration of the consultancy services for effective coordination with the department.

15. Submission of Bids **Dy. PM (Civil)**

a) Online bids should be uploaded on e-tendering website by due date and time and EMD in the shape of DD/FDR/BG, shall be submitted in the O/o of Project Manager, University Works Department, Ground Floor, Library Block, GGSIPU, Sector 16 C, Dwarka, New Delhi – 110078 upto 3:00 PM on 16/02/2021 along with EMD. All the hard copy of documents duly signed by bidder shall be submitted by the bidder, along with EMD on or before the last date and time of submission of bid.

b) Documents submitted with the bids shall be treated confidential and shall not be returned. Bids shall be in prescribed form duly signed, completed. Bids received after due date and time will not be accepted and shall be returned to the bidder unopened. Those bids

not accompanied by earnest money will not be opened and considered unresponsive. It shall be the responsibility of the bidder to ensure that the bid is submitted in proper manner as per method defined in these documents.

c) Technical bids shall be opened online on 16/02/2021 at 15:30 hours in the Office of Project Manager, GGSIPU in the presence of the intending applicants or their Authorized Representatives who may wish to be present and also on e-tender website.

d) Applicant has to enter into integrity pact by signing the integrity pact and integrity agreement with the University. Duly signed Integrity pact and integrity agreement in the prescribed form **(Format XVIB)** shall be submitted by lowest bidder within one week of opening of financial bid.

16. Pre Bid Meeting

A pre bid meeting will be held in conference Room, 1st Floor, Administrative Block, GGSIPU, sector 16-C, Dwarka, New Delhi-110078 on 05/02/2021 at 11:00 AM wherein queries of all prospective bidder shall be answered. Queries should be submitted in word

document format through email at uwdproject@ipu.ac.in.or in writing in O/o Project Manager UWD Ground Floor, Library Block GGSIPU, Sector 16C, Dwarka New Delhi-110078 Queries received later than above date shall not be considered. Minutes of pre bid meeting shall be uploaded on www.ipu.ac.in and <http://govtprocurement.delhi.gov.in>.which shall form part of the NIT.

17. 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 on e-tendering website.
- (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 or modification will result in the forfeiture of the Earnest Money.

18. Technical Bid

The technical bid to be uploaded on e-tender website as per format(s)enclosed in Appendix–I and shall comprise the following:

- (i) Letter of transmittal.
- (ii) Information regarding members of firm.
- (iii) A brief description of firm and power of attorney in favour of signatory.
- (iv) Experience certificate of similar work executed duly certified by client.
- (v) Details of key personnel proposed to be deployed on the work.
- (vi) Curriculum vitae for each key personnel proposed to be deployed on the work.
- (vii)Comments / Suggestions / Additional information.

- (viii) Financial turnover of last 3 years and profit loss A/c of last five years.
- (ix) Copy of EMD.
- (x) Registration details covering PAN card, GST registration and GST return.
- (xi) Undertakings and affidavit.

19. Presentation

The bidder will have to make a presentation of the technical bid to GGSIPU. The presentation shall cover sufficient detail, above the appreciation/appraisal 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 (works executed/under execution) as indicated in the proposal.

Date and time for technical presentation and submittals there of shall be intimated later on to those bidders who are found to be eligible in stage I i.e. Initial Eligibility.

20. Information and Instructions

(a) Information contained in this document reflects various assumptions and assessment based on current understanding of the University. Each applicant may require to augment this information with their own experience to develop and submit technical and financial proposals.

- (b) Applicants are expected to make their own assessment and satisfy themselves fully with all aspects of the University's structure, Project needs, site conditions, local environment, functional and statutory requirements for development of such a campus and accordingly make proposals. Applicants are also advised to inspect and examine the site and its surroundings as well as the scope of work and satisfy themselves before submitting their bids. They should obtain all necessary information as to risks, contingencies and other circumstances, which may influence or affect their offer. The consultant submitting the offer shall be deemed to have full knowledge of the site and scope of work whether he inspects it or not and no extra charges or claims consequent on any misunderstanding or otherwise shall be allowed.
- (c) Applicants are required to submit their proposals strictly according to the terms and conditions and in the form and manner specified by The University.
- (d) Any information, furnished by the tendering consultant, if found to be incorrect either immediately or at a later date, would render the applicant bid to be summarily rejected and such applicant shall be debarred from tendering / taking up work in University.
- (e) The department reserves the right to reject any prospective application without assigning any reason and to restrict the list of pre-qualified consultants to any number deemed suitable by it, if too many applications are received satisfying the eligibility criteria.
- (f) Bid and all correspondence incidental and related to Bid shall be in English language. Any printed literature and document submitted in any other language should be accompanied by authenticated English translation, in which case, for purpose of interpretation of the Bid,

English translation shall govern. Responsibility for correctness in translation shall lie with the Bidder.

- (g) All information called for in the enclosed forms should be furnished against the relevant columns in the forms. If for any reason, information is furnished on a separate sheet, this fact should be mentioned against the relevant column. Even if no information is to be provided in a column, a "nil" or "no such case" entry should be made in that column. If any particulars/ query is not applicable in case of the bidder, it should be stated as "not applicable". The bidders are cautioned that not giving complete information called for in the Document or not giving it in clear terms or making any change in the prescribed forms or deliberately suppressing the information may result in the bidder being liable to be disqualified.
- (h) The applicant or authorized representative should sign on each page of the bid with stamp and date. The Bid must be complete in all respect leaving no scope for ambiguity. It is in the interest of Bidder to submit complete and comprehensive proposal leaving no scope for any further questionnaires.
- (i) University will not be responsible for any costs or expenses incurred by the Agency in connection with the bidding process or delivery of Bids.
- (j) References, information and certificates from the respective clients certifying suitability, technical knowhow and capacity of the applicant should be signed by an officer not below the rank of Superintending/Project Manager, or equivalent.
- (k) The applicant may furnish any additional information which he thinks is necessary to establish his capabilities to successfully complete the envisaged work. The bidder, is however, advised not to furnish superfluous information. No information shall be entertained after submission of bids unless it is called by the University.

- (l) Initial Eligibility documents, technical bid and financial bid shall be evaluated in accordance with criteria defined in bid document.
- (m) The University reserves to itself the authority to reject any or all of the bids received and to split or change the scope of the work without assigning any reason. The University also reserves the right to itself to terminate the tendering process at any stage without assigning any reason.
- (n) The offer, in which any of the prescribed conditions is not fulfilled or where the applicants puts any condition including that of conditional rebate, shall be liable to be summarily rejected.
- (o) Canvassing whether directly or indirectly, in connection with the tender is strictly prohibited and the tender submitted by the consultant who resorts to canvassing in any form will be liable to rejection.
- (p) The offer shall remain open for acceptance for a period of 90 days from the date of opening of 'Financial bid'. If any tendered withdraws his offer before a period of 90 days from the date of opening of financial bid or makes any modifications in the terms and conditions of the tender which are not acceptable to the department, then the University shall, without prejudice to any other right or remedy, be at liberty to forfeit earnest money as aforesaid.
- (q) The applicants must quote the professional fee in the 'Financial Bid'.
- (r) The bid Document shall form a part of the contract agreement. The successful tendering consultant on acceptance of his tender by the Accepting Authority, shall, within 15 days, sign the contract. No payment shall be released if the agreement is not signed by the consultant.
- (s) Consultant selected by the University for this work as above, its sister concern and any firm/ organization having any percentage of share in

the Consultant so selected or sister concern will be debarred from participation in the bidding for execution of Work for which consultant is assigned the comprehensive architecture consultancy services by the University.

- (t) The consultant shall provide all requisite details along with the bid in the required formats/charts in which the details have been asked for.
- (u) The owner reserves the right to verify/seek clarification on, the particulars furnished by the Bidder independently.
- (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 receipt of bids without any liability to the consultants.
- (w) The selection, does not, in any way, automatically confer any right, whatsoever, on any applicant for award of whole of the work as described in the scope of services, or part thereof.

Evaluation and Award of Work

(1) Initial Eligibility Criteria (Stage-I)

- 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 is found to be in order. Bids without earnest money deposit in requisite shape and amount shall be summarily rejected.
- b) The initial eligibility (stage-I) 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) Joint ventures are not allowed.
- ii) Applicant should have average annual turnover not less than Rs. 225 Lacs in the immediate last 3 consecutive financial years ending 31st March 2020. Turnover means Architectural consultancy fee received during the year. (The year means F.Y. from 1st April to 31st March). Turnover of last five consecutive years ending 31st March, 2020 should be submitted as per **format-III** duly certified by Chartered Accountant. Year in which no turnover is shown would also be considered for working out the average considering zero turnover for that year.
The certificate of Chartered Accountant should clearly state that the turnover is of Architectural Consultancy fee only. Alternatively, applicant to submit affidavit that turnover submitted is of Architectural Consultancy fee only.
- iii) Applicant should not have incurred any loss in more than two years during the immediate last five consecutive financial years ending 31st March 2020. Profit and loss account of last consecutive five years ending 31st March, 2020 should be submitted as per **format-IV** duly certified by Chartered Accountant. In case of zero profit or zero loss in any financial

year, it should be explicitly clarified and same shall be considered as year with no loss.

iv) Applicant should have satisfactorily designed following work during last seven years ending last date of receipt of tenders:

Comprehensive Architectural & Structural Design of three similar works each costing not less than Rs 180 crores or two similar works each costing not less than Rs 270 crores or one similar work costing not less than Rs 360 crores.

“Similar work shall mean Architectural & Structural Design Consultancy of RCC multi-storeyed framed structure educational/institutional buildings including Civil, Electrical, HVAC & fire fighting works services and development work etc.”

The value of project 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 design of work to last date of receipt of tenders.

Particulars of design works in **format-V** and performance of the Applicant duly Authenticated/certified by an officer not below the rank of Executive Engineer, or equivalent for each work.

Multi-storied frame structure of educational/Institutional building shall be minimum Ground + five storied for purpose number of stories. Basement floors and dummy floors shall not be counted for arriving at number of storied.

The similar work should have been executed by the applicant himself/herself along with sub consultants (as required) and should not have been got executed by other Consultant on back to back basis (subletting).

v) Applicant should have won at least one competition for design

of a campus/building project Central/State Govt. Autonomous body or Public undertaking either value not less than 180 crore or having built up area 1,00,000 sqm. of educational/Institutional building satisfactorily completed during the last seven year ending on the last date of submission of tender.

- vi) Applicant shall not be eligible to submit a proposal if it has ever been barred or blacklisted in last three years by any autonomous bodies of central/state govt., Central and/or State Govt departments in India. Undertaking should be attached as per **format–XIII** on letter head of applicant. In case of revocation of blacklisting/barring at later stage by the same department or by court order, then the applicant shall be considered eligible.
- vii) Applicant should not have, during the last three 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–XIII** on letter head of applicant.
- viii) Applicant should have valid GST registration and PAN No. Copy to be attached. Applicant should have filed GST return of last month in which the tender are invited.
- ix) Applicants should have submitted the Earnest Money Deposit (EMD) of Rs. 9.00 Lacs (Rupees Nine lacs only) in favour of Registrar, GGSIPU.
- 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 future. 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 or performance guarantee as the case may be.

2) EVALUATION OF TECHNICAL BID (Stage-II):

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	20
i	<p>Team leader (Architect)</p> <p><i>(Architects possessing bachelor degree in Architecture with valid Council of Architecture licence shall only be considered)</i></p> <p>>25 years' experience : 6 marks ≥20 and ≤25 years' experience: 5 marks <20 Years experience : 0 mark</p> <p><i>(Provide details in format-VIII Also provide CV of each person as per format informat-IX)M Arch degree in building design will be considered equivalent to 5 years experience.</i></p>	6
ii	<p>Other key personnel to be employed on this job</p> <p>(Only one from each of the following field shall be considered for evaluation):</p> <ul style="list-style-type: none"> • Structural Engineer (Post Graduate degree holder) • Electrical Engineers (Degree holder) with 	14

	<p>experience in substation, internal EI, fire detection etc.</p> <ul style="list-style-type: none"> • Electrical/Mechanical Engineer with experience in HVAC. • Public Health Engineers (Post Graduate degree in Public Health Engineers or equivalent) • Landscape Architects (Post Graduate Degree holder) • Estimator / Civil Engineer (Degree holder) • Specialist with experience in Solar/Green features. <ul style="list-style-type: none"> >20 years' experience : 2marks each >15 and ≤20 years' experience : 1.5marks each ≥10 and ≤15 years' experience : 1 mark each <10 years experience : 0 mark <p><i>(Provide details in format–VIII. Also provide CV of each person as per format in Format–IX)</i></p>	
B	Firm's relevant Experience & strength	40
i	<p>Planning, Architectural and Structural design of similar works as mentioned in clause –II B (iv) completed in last seven years ending last date of receipt of tenders:</p> <p>Work costing 360 crores and more value project, each work having value of 10 marks, and max marks–20</p> <p>Work costing 270 to 360 crores project, each work having value of 5 marks, and max marks–20</p> <p>Work costing 180 to 270 crore project each work having value of 4 marks, and max marks–20</p> <p><180 crore : 0 mark</p>	20

	<p><i>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.</i></p> <p><i>(Provide details in format-V. Also provide performance of each project in Format-VA)</i></p>	
ii	<p>Performance on projects completed:</p> <p>High standard/appreciated/Excellent/Outstanding : 6 marks</p> <p>Very Good/Good/Satisfactory : 5 marks</p> <p>Average/Fair: 4 marks</p> <p>Unsatisfactory/Poor/Report not submitted / nothing mentioned in report : 0 marks</p> <p>NOTE: <i>(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)</i></p> <p><i>(Provide details in Format - V)</i></p>	6
iii	<p>Average Annual Financial turnover in last 3 years consecutive financial years ending 31st Mar 2020</p> <p>Rs.225 Lacs : 5 marks</p> <p>Rs. 300 Lacs : 6 marks</p> <p>Rs. 450 Lacs : 8 marks</p> <p>In between on prorata basis</p>	8

	<i>(Provide details in as per format-IV)</i>	
C	Award/Certificate	6 marks
	<ul style="list-style-type: none"> Should have won architectural design competition of any Govt. project value not less than Rs. 180 crore at today's value – 3 marks each max. 6 	
D	Technical Proposal:	40
i	Appreciation Appraisal of Project	5
ii	General approach & methodology	5
iii	Concept design	25
iv	Aesthetics/Integration with Phase-I	5
	TOTAL A to D	100

- (i) The top five Applicants who have scored equal to or more than 65% marks in the Evaluation of Technical Capability shall be considered as eligible for next stage of detailed presentation. If the two or more bidders scored equal marks then the agency having maximum average annual turnover will be called for detailed presentation before the board of assessor.
- (ii) Detailed presentation: The eligible bidders will have to make detailed presentation of the proposals with large scale drawings, 3-D views and walk through etc. for assessment by Board of Assessors. On the basis of the presentation, the bidders will be awarded marks out of 40 by board of assessors. These marks will be added to the marks obtained in the technical capability. The top three bidders as per marks of Board of assessors will be given prize money of Rs.1.0 lakh each. Balance bidders selected for detailed presentation will be paid Rs.50,000 each. The prize money of the bidder who is finally awarded the work will be adjusted towards the professional fee payable.

Note:

- a) Marks obtained as above by each applicant shall be termed as their Technical Score (TS).

- b) 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.

3) Financial bid

- a) Financial Bid should be submitted as per format of financial bid.
- b) The revision of master plan as per item no.1 of schedule of quantity shall be in accordance with the provisions of MPD-2021 regarding ground coverage, FAR and zoning for Academic, Residential and socio-cultural and fee may be quoted accordingly.
- c) The detailed planning and designing of buildings as per item -2 of schedule of quantity shall be as per the requirement given in Appendix III, however, the areas/requirement given in appendix are for guidance and actual area may vary as per detailed planning/design.
- d) The detailed planning and design of HVAC (Heating Ventilation Air Conditioning) as per item 3 of Schedule of quantity shall be as per the requirement of University. The fees for item no.3 shall be calculated on the basis of carpet area of air conditioned area. Consultant may quote the fees accordingly.

- e) The geotechnical investigation as per item 5 of financial bid include all the elements/works required for soil investigation including boring, tests, report, recommendation of foundation, liquefaction analysis, soil improvement measure, water table and also include any reanalysis required considering any special soil condition encountered at site. The soil investigation to be got done through specialized agency duly approved by the Engineer-in-charge. Consultant to quote fees accordingly.
- f) The consultant shall have to get the structural analysis/design and drawings checked from the Independent proof consultant appointed by the GGSIPU separately. The detailed design notes shall be submitted along with design philosophy to Engineer-in-Charge for onward submission to independent proof Consultant. Proof consultant shall be appointed and paid by university separately.
- g) The payment of fees shall be on the basis of actual designed plinth area/carpet area as applicable at each stage as defined under payment schedule clause 1.16 of terms of reference.
- h) The rate of any item will not be increased due to escalation in the project cost.
- i) 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 rate quoted for each item by bidder.
- j) 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 commissioning and post construction period.
- k) 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. The expenses incurred by the Consultant in obtaining statutory approval are deemed to be included in the financial bid except for license fees/statutory fees payable to statutory bodies. License fees/statutory fees shall be paid/reimbursed by University.

- I) The plinth area of the buildings shall be calculated based on method defined in CPWD plinth area rates published by DG CPWD as applicable on last date of receipt of tender.

4) Opening and Evaluation of Financial Bid

(i) Financial proposals of the bidder who will score minimum 60% marks in the presentation before the board of assessors and also attains overall 65% marks in the evaluation of technical capability and technical proposal shall be opened in the presence of applicants or their representatives who choose to attend. The date of opening of financial bid will be notified separately.

(ii) After opening of the financial proposals, the selection of Consultant will be done in following manner:

The technical proposals will be allotted 70% weightage (Evaluation of Technical capability and marks by board of assessors), and financial proposals will be allotted 30% weightage. The lowest financial proposal (FM) will given a financial score, of 100 points. The financial score (SF) of other proposal will be computed as follows:

$$SF = 100 \times FM/F$$

(F = amount of financial proposal under consideration)

(iii) **Combine Evaluation of Technical and Financial proposal**

Proposals will finally be ranked according to their combined technical (ST) and financial (SF) scores using the weights indicate in the Data Sheet:

$$S = ST \times T + SF \times F$$

Where, T and F are weights assigned to technical and financial proposals respectively as given in the Data Sheet i.e. 0.7 and 0.3 respectively.

The proposal obtaining the highest total combined score in evaluation will be ranked H1 and will be considered for negotiation/award. In the event of two or more bids have the same score in final ranking, the bid with the highest Technical score will be H1.

5) 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 highest scorer and responsive bidder offering the bid in conformity with the requirements of the bid document. However University reserves the right to call the successful bidder for negotiation, if need be. The decision of the Engineer in Charge shall be final and binding in this regards.
- iii) The Applicant whose tender is accepted will be required to furnish performance guarantee of 5% (Five Percent) of the tendered amount within the **15 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. EMD of the successful bidder shall be returned after receipt of valid performance guarantee and its verification, if required. No interest shall be paid on EMD. EMD of unsuccessful bidders shall be returned without interest after

opening of financial bids and identification of successful bidder.

Time for deposit of performance guarantee may be extended for a further period of **5 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.

**Project Manager,
University Works Department,
Library Block, GGSIPU,
Sector-16 C, Dwarka
New Delhi-110078.**

AGREEMENT

This Agreement is made on the ____day of _____, 2021 Between the GGSIPU through the Project Manager, , 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 _____(Designation) (hereinafter referred to as "the Consultant" 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 Architectural & Structural Design Consultancy for GGSIPU at Sector 16 C, Dwarka, New Delhi. SH: Dwarka Campus Phase – II"**

And whereas the Owner has invited the Bids from eligible Consultants of Repute fulfilling the eligibility criteria for providing design 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 WITNESSES 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.Information and Instructions for e-tendering;
 - III.Instruction of Bidders;
 - IV.Terms of Reference;

- V. Conditions of Contract;
- VI. Formats for Technical Proposal (Appendix –I);
- VII. Conceptual Plan;
- VIII. Financial proposal and Schedule of Quantity (Appendix –II);
- IX. Minutes of Pre Bid Meeting;
- X. Any Corrigendum issued prior to opening of bid;
- XI. Requirements of university, Drawings and Area chart;
- XII. Any correspondence after opening of bid leading to award of work;

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
GGSIU**

**FOR AND BEHALF OF THE

(CONSULTANT)**

(Sh.)
Project Manager,,
UWD, GGSIPU

(Sh.)

Witnesses:

- 1.
- 2.

Witnesses:

- 1.
- 2.

Dy. PM (Civil)

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Dy. PM (Elect.)

TERMS OF REFERENCE

SCOPE OF WORK

1.1 GENERAL

The work is to be taken up on a land measuring 60.46 Acre, situated at GGSIPU campus, Sector-16 C, Dwarka, New Delhi. Various infrastructures have already been developed in this campus. As per approved Master Plan MPD-2001. The layout plan showing buildings constructed in Phase I, are chart showing FAR and ground coverage utilized in phase I area attached as Appendix IV. 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 and Building Bye Law as applicable.

1.2.2 Construction of the buildings and their related development to accommodate following as per detail given in Appendix:

- | | |
|---|--------------|
| a) Academic and Examination block | :12,000sqm |
| b) Student Interactive and Service support department | :4,800 sqm |
| c) University School of Studies | :45,095sqm |
| d) Auditorium and Conferencing block | :7,900sqm |
| e) Transit Residence, Guest House, Day care | :2,300 sqm |
| f) Warden Residence | :660 sqm |
| g) Boys hostel (200 Capacity) | :4,000sqm |
| h) Girls hostel (200 Capacity) | :4,000 sqm |
| i) Type IV/V Quarters | : 10,600 sqm |
| j) Type II/III Quarters | : 6,700 sqm |
| k) Indoor Sports Complex | : 2,000 sqm |

l)	Miscellaneous like pavilion, multistory Parking	:4,500 sqm
m)	Disaster Management Centre	:1,000 sqm
n)	University Health Centre	:1,000 sqm
o)	NSS and NCC Centre	:500 sqm
p)	Faculty Club	:500 sqm
q)	Legal Aid Cell	:500 sqm
	Total	10,7,995 sqm
	Proposed basement area @20% of 10,7,995/- =	21,599 sqm
	Grand Total	1,29,594 sqm

Above areas are tentative and may vary as per detailed design.

1.2.3 In addition, Brief Requirement mentioned in Para 1.2 above, the Consultant explore the feasibility of basement and make the provision of basement for storage and parking wherever feasible.

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. The successful consultant will finalize and freeze the detailed design of each area / building block including basement if feasible during initial planning in consultation with concerned department / school of studies as directed by Engineer-in-charge.

1.2.4 The successful consultant will modified the external façade's work of the existing campus (Phase -I) to match with the proposed external façade work under Phase - II so that both the construction under Phase I & II will give similar/uniform look.

1.3 ROLE AND RESPONSIBILITIES OF THE CONSULTANT

1.3.1The 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 as per master plan as per MPD-2021. The consultant shall be involved for the entire duration of the project from inception stages to completion till its commissioning, handing over and statutory approvals etc.

1.3.2The consultant shall provide comprehensive consultancy services in project conceptualization covering space utilization, functional requirements, preparation of Layout plan, 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

1.3.3The consultant shall prepare preliminary estimate based on latest Plinth Area Rates/ market rate as applicable and submit to the Engineer-in-charge and shall make necessary corrections/modifications as suggested by him and finally get it approved by the Engineer-in-charge. This shall also include preparation of Revised P.E (if required) during execution of the work and making necessary corrections/modifications as suggested and getting it approved by the Engineer-in-charge.

1.3.4The consultant shall take all necessary statutory approval from all authorities/statutory bodies including but not limited to DUAC, MCD (SDMC), Delhi Jal Board, Pollution Control Board, Delhi Fire Services, D.D.A., M.O.E.F.,C.G.W.A., Air Port Authority, DPCC, BSES etc. Preparation of all submission drawings / materials/3-D views and walk through for these approvals will be responsibility of the consultant and included in quoted fee. The statutory approvals shall include obtaining completion certificate of the completed buildings from the local bodies (i.e. DDA/SDMC etc) as required and as applicable.

1.3.5Environmental Impact Assessment, as required has to be done by the consultant including obtaining Environment clearance, if required as well as obtaining consent to establish/operate under Air and Water Act from appropriate statutory body.

1.3.6The 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.

1.3.7The 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. Consultant to ensure

integration of existing services with proposed services and also carry out augmentation of existing services wherever required.

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 with basis of rates etc. shall be prepared and submitted by the consultant to the Engineer-in-Charge or his representative 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, detailed estimate, details of measurements and analysis of rates shall also be submitted in hard copy as well as soft copy. The detailed estimate should be realistic and should relate with the GFC drawings such that variation in cost should not be more than 15%. The variation in quantity of reinforcement should not be more than 25%.

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 or his representative in preparing presentations and presentation materials during execution of work.

1.3.12 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 Independent proof consultant appointed by the GGSIPU separately. The detailed design notes shall be submitted along

with design philosophy to Engineer-in-Charge for onward submission to independent proof Consultant. Proof consultant shall be appointed and paid by university separately.

1.3.14 The Consultant shall comply with all applicable laws, bye-laws, codes and regulations and statutory provisions etc. in the performance of the consultancy assignment and in the execution of the project.

1.3.15 The 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, 3-D presentations, 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 adequately

included in coordination drawings. The Consultant shall also ensure that the various building/engineering services are suitable and economically designed without any discrepancies between the structure and finishes fulfilling the requirements of service installation. The consultant shall assist the work executing agency using the latest tools of Building Information modeling to demonstrate the coordinated services, identify clash points and resolve the same.

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 bidders.

1.3.22 The consultant shall coordinate to obtain fire clearance from CFO on completion of the construction work.

1.3.23 The consultant shall assist the work executing agency in preparing the completion drawing including service plan and shall obtain completion certificate from local bodies.

1.4 SCOPE OF WORK

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, Fire Fighting/detection, Fire exit signages, UPS, LAN, Data Network, EPABX
- d) Mechanical Engineering Services& HVAC, lift
- e) Public Health Engineering Services – (Water supply, sewerage including sewage treatment and drainage etc.)
- f) Waste management system – Solid waste and Waste Water.
- g) Green features – (Rain water harvesting, solar power generation, solar

water heating system, Construction material, Building design etc)

- h) Audio/Video/CCTV Surveillance, Building Management Services.
- i) The existing water supply/sewage/ area drainage/electrical supply plan will be studied by the Consultant and then prepare detailed plan for entire area including phase-II and get it same approved from owner.
- j) Acoustic/Interior/Stage lighting for Auditorium/Seminar hall/Conference.
- k) Interior Design of building covering furniture, wall paneling, carpeting, Sports Facilities etc.

1.4.2The 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:-

1.5 Preliminary Stage

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

1.5.2 Master Plan/Lay out plan

1.5.2.1 Development and Submission of the Draft Master Plan as per Building Bye law as applicable 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.

1.5.2.2 Submission of the Final Master Plan to local bodies and incorporating changes, if any, suggested by them and re-

submitting the same.

1.5.2.3 Obtaining approval of the master Plan from local authorities.

1.5.3 Concept Design.

1.5.3.1 Interact with the owner and finalize the functional plan.

1.5.3.2 Development of the concept design including modification, addition/alteration of exiting building/infrastructure.

1.5.3.3 Submission of the draft concept design and make presentation of the scheme

1.5.3.4 Modifications of the draft concept plan taking into account the comments, suggestions etc. of the client and the Department.

1.5.3.5 Submission of the final concept design along with 3-D views, photograph, walk through etc. to Statutory bodies, as required. The cost of such 3-D views walk through, photographs, etc. shall be borne by the consultant.

1.5.3.6 Obtaining approval of the Concept design from DUAC/ MCD (SDMC)/CFO and other local bodies as required.

1.5.4 Project Report

1.5.4.1 Preparation of detailed Project Report and Project cost estimate covering all project components including any other equipment's required etc.

1.5.5 Approval Stage

1.5.5.1 Development of the Submission Plans.

1.5.5.2 Submission of the design, drawing and related document to concerned local authorities for approval.

1.5.5.3 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.

1.5.5.4 Obtaining approval of the design, Drawing etc from local bodies.

1.5.5.5 Carrying out Environment Impact Assessment, submission of the same and getting approval from concerned authorities, if required.

1.5.5.6 Obtaining necessary approval of the project from DPCC and Ministry of Environment, if required.

1.5.6 Soil Investigation

1.5.6.1 Soil investigation to be carried out by the consultant.

1.5.6.2 Carrying out soil investigation for the project as per advice of structural designer but not less than one bore per building of minimum 20 m depth. The number of boreholes and depth to be decided on the advice of structural designer and from the agency duly approved by the Engineer-In-charge of GGSIPU.

1.5.6.3 Submission of preliminary report after carrying out required tests as per BIS codes for carrying out structural design.

1.5.6.4 Submission of final report on Geotechnical investigation including recommendation on type of foundation, measures for improvement of soil, if any, analysis for liquefaction etc, if required.

1.5.6.5 The agency to be engaged for Geotechnical investigation shall be got approved from University.

1.6 DETAILED DESIGN STAGE

1.6.1 ARCHITECTURAL SERVICES

1.6.1.1 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, details of acoustic treatment, Staircases, ramp and lift details, details of important building parts / areas, landscape & horticulture details, details of acoustic treatment

etc. As far as possible standards of quality performance requirement and descriptive names shall be used rather than specific products or brand names.

1.6.1.2 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:

1.6.1.2.1 Layout Plan showing:

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

1.6.1.2.2 Detailed Drawings for

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

1.6.1.2.3 Landscape & Horticulture:

- Drawings of landscape including blow up of critical areas / landscapes / plant scapes in detailed coordination with all external services.
- Horticulture details including irrigation / Garden hydrant / sprinkler system.
- Details of planters, water bodies, fountains, rockeries, playfields, street furniture, signages etc.

1.6.1.2.4 Any other details required for completion of the buildings/services.

1.6.1.3 Inspect the works and attend meetings during execution to give clarifications, if any, and to modify the drawings as per the site/construction requirements.

1.7 CIVIL & STRUCTURAL ENGINEERING SERVICES

1.7.1 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.

1.7.2 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:

1.7.2.1 Design Basis

- (i) Planning for the structural arrangements with the architectural design.
- (ii) Finalization of structural arrangement
 - a. Foundation System
 - b. Beam & Column location
 - c. Beam & Column size finalization
 - d. Slab profiles
 - e. All other detailing required for the finalization of design

- (iii) Finalization of design basis & structural systems.
- (iv) Issuing "Good for construction" drawings as per design/ drawings proof checked by the agency appointed by the University. The consultant shall also submit the structural design / details (input / output) by the structural consultant.

1.7.2.2 **Structural Design Development**

- Design of all the structural and non-structural elements

1.7.2.3 **Drawing Stage**

- Layout
- Foundation plans & details, Ground improvement measures.
- Column, walls and beam layout plans
- Floor Framing plans, fully coordinated with all disciplines/services
- 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
- Coordinated drawings indicating other service like water supply, sewerage, electrical, mechanical, HVAC including duct, shaft and cut out required for accommodate these services.

1.8 ELECTRICAL ENGINEERING SERVICES

1.8.1 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, CCTV Surveillance, Data Network (LAN)
- Cable TV/dish antenna system/Audio & Video System/Building Information Modeling.
- Lightning protection and Earthing system.
- External Lighting
- UPS back up.
- 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.

1.9 Services

1.9.1 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.
- Any mention of power factor for optimizing electricity consumption and provision to be made in design.

1.9.2 Telephone, Intercom & Communication System and CCTV Surveillance System and Data Network

- Telephone layout and telephone equipment including conduit and accessories layout for the telephone system and any protective devices battery back-up required.
- Design the LAN (Data Network) System.
- Design CCTV Surveillance System.
- Design the EPABX room and sever room (LAN). 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.
- Data network layout and equipment including all accessories and control room.
- 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.

1.9.3 Cable TV/Dish Antenna System, Audio and Video System if required.

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

1.9.4 Lightning Protection and Earthing System

- Lightning protection system shall be an advanced integrated lightning 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.

1.9.5 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;

1.9.6 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;

1.9.7 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.

1.10 MECHANICAL ENGINEERING SERVICES

1.10.1 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.

1.10.2 Services

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

1.10.3 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.

1.10.4 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.

1.10.5 HVAC

Complete detailing required for HVAC i/c all approvals

1.10.6 Water Pumps

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

documents.

1.11 PUBLIC HEALTH ENGINEERING

1.11.1 All the design and drawings should be well coordinated with Architecture, structure and other services drawings.

1.11.2 All designs shall be as per the latest Indian Standards, Local bye-laws and Statutory norms/regulation.

1.11.3 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.

1.11.4 The services shall include following major components:

- Water Supply System
- Sewerage System
- Drainage System
- Fire-fighting & Fire Suppression System

1.12 The SERVICES

1.12.1 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.

1.12.2 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.

1.12.3 Sewerage System

- Calculation for quantity of waste water generated from different sources and design waste water treatment plant/Sewage treatment plant with details of technologies to be used, equipment etc after correlating with existing STP.
- 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.

1.12.4 Drainage

- Study the existing drainage system and then design comprehensive drainage system including improvement in the existing system.
- 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.

1.12.5 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.

1.13 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.
- Design and prepare working drawings for waste management system.
- Prepare specifications and bill of quantities.
- Check and approve detailed drawings of suppliers/ manufacturers.

1.14 Other Services

1.14.1 Project Documentation

- Assist the work Executing agency in preparation of AS-BUILT drawings and record all approved deviations and changes in drawings.

1.14.2 Interior Designing works

- Design of furniture for all rooms
- Design of wall paneling, ceiling, lighting
- Design of Sports Facilities including seating, surfacing, lighting, equipment as per international standards
- Carpeting.

1.15 Time of Completion

TIME SCHEDULE

Sl.	Stage of Work/Activity	Time Schedule
1	Preparation & submission of Concept design	4 weeks from signing of contract
2	Submission of preliminary Project Report i/c drawings and preliminary estimates	12 weeks from written approval of concept design
3	Design Development and preparation for submission for approval of the local authorities	6 weeks from written approval of preliminary drawings
4	Preparation & submission of working drawings and submission of Structural Design and Drawing for approval of Proof Consultant.	16 weeks from approval of local authorities.
5	Final "good for construction" drawings after approval from proof consultant.	4 weeks from the approval of Proof Consultant.
6	Preparation & submission of tender documents along with Bill of Quantities (BOQ)	12 weeks from written approval of working drawings.
7	Working details and approval of shop drawings	During construction.
8	Submission and obtaining of completion certificate from the local bodies and fire clearance from CFO after execution of work.	4 weeks after compilation of work.

NOTE :-THE TIME TAKEN BY UNIVERSITY AND VARIOUS STATUTORY/ MUNICIPAL AUTHORITIES IN ACCORDING APPROVALS SHALL BE APART FROM THE ACTUAL TIME REQUIRED FOR CONSULTANT'S SERVICES. THE TIME FOR SUCH APPROVALS SHALL BE MONITORED AND INTERACTED UPON REGULARLY AMONGST THE VARIOUS PARTIES INVOLVED, BUT SHALL HAVE NO FINANCIAL IMPLICATION ON CONSULTANT'S FEE.

1.16 PAYMENT SCHEDULE

Sl. No.	Stages of payment	Percentage of Total Consultancy fee
(i)	On approval of the Master plan Concept Design/ Preliminary Plans from University and preliminary Project Report	10%
(ii)	On submission of the Preliminary Estimate	5%
(iii)	On submission of Municipal Drawings and approval from Local Bodies and Environmental clearance.	15%
(iv)	On submission of Detailed Tender Working Drawings incorporating all services and Structural Design and drawing to Proof Consultant for vetting.	10%
(v)	Preparation & submission of detailed estimated project cost, specifications, bill of quantities and tender documents	10%
(vi)	On Issue & approval of "good for construction" drawings for all services under scope after proof checking	5%
(vii)	On Selection and award of work to the Contractor	5%
(viii)	During Construction Stage, as under:	
	(a) On certified completion of 25% of the work	7.5%
	(b) On certified completion of 50% of the work	7.5%
	(c) On certified completion of 75% of the work	7.5%
	(d) On certified completion of the work at site	7.5%
(ix)	On submission of completion drawings to the local bodies and issue certificate of virtual completion.	2.5%
(x)	On submission of as built drawings.	2.5%
(xi)	On approval of completion drawings	5%

	by the local bodies including fire clearance and obtaining completion certificate.	
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Note: –In respect of construction stage, percentage of work done shall be assessed on the basis of payment of work done made to construction agencies excluding advances.

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 Project Manager, UWD, (GGSIPU) or his authorized representatives;

1.1.5 The 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,
Dy. PM (Civil) 64 Dy. PM (Elect.)

proprietary firm, limited company and / or lead member of joint venture, 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 of 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 "Project Manager," means the Project Manager, UWD, GGSIPU;

1.1.17 "Engineer-in-Charge" means the Project Manager, of UWD (GGSIPU) or Superintending Engineer of UWD (GGSIPU);

1.1.18 "GGSIPU" means Guru Gobind Singh Indraprastha University, Sector-16 C, Dwarka New Delhi-110 078.

1.1.19 "Approved" shall mean approval granted by the Engineer-in-Charge in writing or accepted by him for incorporation in the works.

1.1.20 "Administrative Head" means Registrar, GGSIPU.

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 or 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 or facsimile to such party at the address specified below.

Employer:

Project Manager,

University Works Department,

Library Block, GGSIPU, Sector-16 C, Dwarka

New Delhi-110 078.

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 delivery;

- (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 the 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. Payment shall be made in accordance with fees defined against each stage or part thereof. The decision of Engineer-in-Charge for part payment admissibility and Percentage shall be final and binding.
- b) Payment shall be made on the basis of plinth area of the buildings for item no.1 to 2 of schedule of quantity (Appendix–II) for which work has been executed at each stage of payment schedule under clause 1.16 of terms of reference in accordance with respective scope of work. In case the area is decreased from a particular stage of work, further fees on the balance stages of work shall be calculated on the basis of decreased area. Plinth area shall be

worked on the basis of method prescribed in CPWD Plinth Area Rates (PAR 2020).

- c) Payment shall be made on the basis of plinth area of the buildings for item no.1 to 2 of schedule of quantity (Appendix-II) on prorated basis for the work that has been executed for these items under clause – of terms of reference in accordance with respective scope of work. The payment of these items will be made for plinth area for which these items have been executed.
- d) 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, if found admissible. Only such portion of payment that is satisfactorily supported and found admissible in accordance with scope of work, payment Schedule shall be paid. 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.
- e) The final payment shall be made only after the final report including drawings, models/walk through etc. provided in Payment Schedule mentioned in the Terms of Reference submitted by the Consultant and approved as satisfactory by the Engineer-in-Charge. 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 within 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.
- f) On account payment may be made by the university to the consultant against any of the stages based on the quantum of work done during that stage on the written request of the consultant. The decision of

Engineer-in-Charge on the quantum of work done in each stage and part fees payable shall be final and binding.

- g) Professional fees payable to the consultant will be subject to tax deductions at source at the rate as applicable at that point of time.

The professional fees payable to the Architect shall remain fixed for a period upto stipulated date of completion from the date of start during which period no claim for any increase in the professional fee of the Architect shall be entertained on account of any increase in cost of construction due to increase in cost index, specification, quantity etc. However, in case the agreement is required to be extended beyond the stipulated date of completion on account of any part of the project still remaining to be completed, and in case such delay in the completion is not on account of reasons attributable to the Architect, then for the professional fee of the Architect for the services still to be rendered by him at that stage as per status of work and time schedule, shall be enhanced in proportion to the rise in Consumer Price Index (labour) as notified by Ministry of Economics and Finance during the period of contract. The fees revised in the manner shall be applicable for another 3 years and in case any further extension of time becomes necessary, the revision in the professional fees for the remaining part of the services shall be done in a similar manner at fixed interval of 3 years.

1.8 Performance Guarantee

- 1.8.1 The Applicant whose tender is accepted will be required to furnish performance guarantee of 5% (Five Percent) of the tendered amount within the **15 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 bidder 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.

1.8.2 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 bidder 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.

1.8.3 The 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.

1.8.4 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.

1.9 SECURITY DEPOSIT

An amount equivalent to 2.5% (Two point five percent) of bill amount shall be deducted from each bill of the consultant till a Security Deposit equivalent to 2.5% 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 or after completion of one year run in period after recording of completion of construction work whichever is later. The security deposit will also be accepted in the form of Bank Guarantee from scheduled bank provided the amount of security deposit is 1 lakh or more.

1.10 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.

1.11 Consultant's Personnel

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Dy. PM (Elect.)

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

1.11.2 Description of Personnel

(a) The title job description, minimum qualification of the Consultant's Key Personnel shall be as described in technical proposal.

1.11.3 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

1.11.4 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 with approval of Engineer-in-Charge.

(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.

1.12 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 for all the causes 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 has 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.

1.13 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 determines the contract in any of the following cases:

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

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

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

1.14 DISPUTE RESOLUTION

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

- (i) If the consultant considers any work demanded of him to be outside the requirements of the contract or disputes on any

drawings, record or decision given in writing by the Engineer-in-charge on any matter in connection with arising out of the contract or carrying out of the work, to be unacceptable, he shall promptly within 15 days request the Superintending engineer/Administrative Head in writing for written instruction or decision.

- (ii) Thereupon, the Project Manager/Administrative Head shall give his written instructions or decision within a period of one month from the receipt of the consultant's letter. If the Project Manager/Administrative Head fails to give his instructions or decision in writing within the aforesaid period or if the consultant(s) is dissatisfied with the instructions or decision of the Project Manager/Administrative Head, the consultant may, within 15 days of the receipt of Project Manager/Administrative Head's decision, appeal to the Registrar who shall offer an opportunity to the consultant to be heard, if the latter so desires, and to offer evidence in support of his appeal. The Registrar shall give his decision within 30 days of receipt of consultant's appeal. If the consultant is dissatisfied with this decision, the consultant shall within a period of 30 days from receipt of the decision, give notice to the Vice Chancellor for appointment of arbitrator failing which the said decision shall be final, binding and conclusive and not referable to adjudication by the arbitrator.
- (iii) Except where the decision has become final, binding and conclusive in terms of sub- Para (i) above disputes or difference shall be referred for adjudication through arbitration by a sole arbitrator appointed by the Vice Chancellor. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason, whatsoever another sole arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with

the reference from the stage at which it was left by his predecessor.

- (iv) It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the rejection by the Registrar of the appeal.
- (v) It is also a term of this contract that no person other than a person appointed by such Vice Chancellor, as aforesaid should act as arbitrator and if for any reason that is not possible, the matter shall not be referred to arbitration at all.
- (vi) It is also a term of the contract that if the consultant does not make any demand for appointment of arbitrator in respect of any claims in writing as aforesaid within 120 days of receiving the intimation from the Engineer-in-Charge that the final bill is ready for payment, the claim of the consultant shall be deemed to have been waived and absolutely barred and the Department shall be discharged and released of all liabilities under the contract and in respect of these claims.
- (vii) The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) or any statutory modifications or reenactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.
- (viii) It is also a term of this contract that the arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each dispute and claim referred to him and in all cases where the total amount of the claims by any party exceeds Rs. 1, 00,000/-the arbitrator shall give reasons for the award.

- (ix) It is also a term of the contract that if any fees are payable to the arbitrator these shall be paid equally by both the parties.
- (x) It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fee of the arbitrator, if any, shall be paid before the award is made by both the parties on fifty percent each basis. The cost of the reference and of the award shall be at the discretion of the arbitrator who may direct of the parties any by whom and in what manner, such costs or any part thereof shall be paid and fixed or settle the amount of costs to be so paid.
- (xi) Arbitration proceedings will be held at Delhi/New Delhi only.

1.15 RIGHTS & RESPONSIBILITIES

The responsibilities about the efficiency of the proposal shall rest with the Consultant.

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

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

1.16 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 for all the causes in this agreement. The decision of Project Manager/Administrative Head as to the period of delay on the part of the consultant and the quantum of compensation for such delay shall be final and binding on the consultant.

1.17 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 and other various approval of local/statutory bodies which are necessary to carry out further work, he shall be allowed suitable extension of time by the Project Manager/Administrative Head concerned, whose decision shall be final and binding on the consultant.

1.18 If the work(s) be delayed by:—

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

then upon the happening of any such event causing delay, the Consultant shall immediately give notice thereof in writing to the Engineer-in-Charge but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the works.

1.19 ADDITIONS AND ALTERATIONS

The Employer shall have the right to request in writing changes, additions, modifications in the scheme or to request in writing additional work in connection therewith and the Consultant shall comply with such request. If the Employer deviates substantially from the approved original scheme which involves extra services, expenses and extra labour on the part of the Consultant for making changes and modifications or other documents rendering major part or the whole of his work in-fructuous the Consultant may then be compensated for such extra services and expenses on quantum merit basis at percentage applicable under this agreement, unless such changes, alterations are due to Consultants own omission and / or

discrepancies including changes proposed by the Consultant or required at the time of approval of various forums/statutory bodies/University bodies. The decision of the Engineer-in-Charge shall be final and binding on whether the deviations and additions are substantial and required any compensation to be paid to the Consultant. However, for the minor modification or alteration which does not affect the entire design, planning etc. no extra amount will be payable.

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

1.20 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.

1.21 GENERAL CONDITIONS

- (i) The Consultant shall be fully responsible for the technical soundness of the proposal including those of specialists engaged if any, by him.
- (ii) The Engineer-in-Charge will have the liberty to supervise and inspect the work of Consultant and/ or his sub-Consultants at any time by any officer nominated by him, who shall be at liberty to examine the records/documents.
- (iii) The Proposals shall be based on National Building Code of practice, local bye-laws, environmental regulations and design norms and sound engineering practices or as directed by engineer-in-charge.
- (iv) The Consultant shall render every assistance, guidance and advise in general to the Engineer-Charge on any matter concerning the technical aspects of the project.
- (v) The Consultant shall promptly notify the Engineer-in-Charge of any change in the constitution of his firm. It shall be open to the Engineer-in-Charge to terminate the Agreement on the death, retirement, insanity or insolvency of any person being Director in the said firm, or on the addition or introduction of a new Director not promptly informed in writing to the Engineer-in-Charge. But until its termination by the Engineer-in-Charge as foresaid, this Agreement shall continue to be in full force and effect notwithstanding any changes in the constitution of the firm by death, retirement, insanity or insolvency of any of its Director or addition or introduction of any new Director. In case of death or retirement, the surviving or remaining Directors of the firm shall be jointly and severally liable for the due and satisfactory performance of all the terms and conditions of this Agreement.

- (vi) The Consultant shall during the period of this assignment, and till the satisfactory completion of the project, act as consultant and give related advice regarding the project.
- (vii) The professional fees of the Consultant shall be inclusive of all cost related to visits to the site, attending meetings, conferences and making suitable presentations.
- (viii) Consultant's professional's 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

1.22 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.

1.23 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.
- (v) 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.
- (ix) The consultant shall also indemnify the University against losses and damages suffered by the University through acts of the

Architects or his consultants and take out and maintain a professional indemnity insurance policy with a Nationalized Insurance Company by paying a premium limited to 0.2% of the fee per annum till currency of the agreement or such extended period as granted by the University from time to time.

- (x) The consultant shall indemnify the University against the claim or suit is through against University by any third party/Consultant employees/Sub-consultant/sub-consultant employee's/University employees for damages arising from death or personal injury or property damage caused wholly or partly by the act of Consultant or his sub-consultant.
- (xi) Consultant shall be liable to maintain all records related to the project for a period of 5 years after obtaining completion from statutory authorities.

1.24 Jurisdiction of Court

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

**Signed for and on
behalf of
Consultant**

**Signed for and
on behalf of
GGSIPIU**

UNIVERSITY WORKS DEPARTMENT

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

APPENDIX-I

FORMATS FOR TECHNICAL PROPOSAL

LETTER OF TRANSMITTAL

To

Project Manager,
University Works Department
GGSIPIU, Sector–16 C, Dwarka,
New Delhi – 110 078.

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 pre–construction stage, construction stage for above–mentioned work.

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

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

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

The details of the firms are as under:-

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

**Signature
Dy. PM (Civil)**

**(Authorized Signatory of consultant)
87 Dy. PM (Elect.)**

(In capacity of)

Duly authorized to sign

(Name and Address of Consultant)

The tender on behalf of

Witness

Date:

Address:

Format II

INFORMATION REGARDING MEMBERS OF THE FIRM

1. Status of the Applicant's Organization* Sole Proprietor / Partnership / 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	
2. Year of Registration/Existence	
3. Address of Applicant (Parent office) Address Telephone no. Fax no. E-mail	
4. Address of Applicant, if any in NCR, Delhi Address Telephone no. Fax no. E-mail	
5. Detail of Proprietor/Partner/Director (in case of partnership firm) details of all the partners, in case of Public/Private limited firm details of Managing Director/CEO/Head of firm Name Address Mobile no, Fax E-mail	
6. Details of subsidiary Companies/Sites concerns/Group companies	
7. 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	
8. Has your company been debarred / disqualified / black listed from participation in consultancy services by any department / organization during last ten years. If yes please give details	
9. Total Number of Employees Technical and Others	

Format III

Annual Turnover for the last five years preceding 31.03.2020 duly certified by the Chartered Accountant (**Audit reports need not be submitted**)

Turnover should be receipt of Architectural consultancy fee receipt only.

<u>Financial Year</u>	<u>Turnover in Consultancy Assignment in Rs. Lacs</u>
<u>2019-20</u>	
<u>2018-19</u>	
<u>2017-18</u>	

Format IV

Profit and loss account of last consecutive five years ending 31stMarch, 2020 duly certified by the Chartered Accountant (Audit reports need not be submitted).

<u>Financial Year</u>	<u>Profit in Rs.</u>	<u>Loss in Rs.</u>
<u>2019-20</u>		
2018-19		
2017-18		
2016-17		
2015-16		

Format–V

PERFORMANCE REPORT OF WORKS COMPLETED AND REFERRED IN FORMAT V

1. Name of Consultant :
2. i) Name of work/ Project & Location :
ii) Name of Client and Address :
3. Agreement No./ Work Order No. :
4. Name of consultant (s) :
5. Estimated Cost of project : Rs.
6. Tendered Cost of project : Rs.
7. Actual 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. Amount 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, technical proficiency, resourcefulness and general behavior
Excellent/Very Good/Good/Fair/Poor
(Strike off whichever is not applicable)
13. Brief details of work:(No of storey, land area, features of project like University / Institutional campus project)

Dated :

(Signature & Stamp of Project Manager, or Equivalent)

Note :

1. This FORM should be submitted separately for each work completed by the applicant during last 07 (seven) years and the works indicated in format–V
2. This FORM shall be signed & stamped by the Bidder's Client not below the rank of Executive Engineer, 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.

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Dy. PM (Elect.)

Format – VI
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 – VII
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 – VIII
DETAILS OF KEY PERSONNEL
(to be deployed for this Project)

A. Personnel from Consultant's Organization

S.N	Key Position	Name of staff	Qualification	Years of Experience	Field of Specialization	Man-Days Proposed	Remarks

B. Personnel from Sub-Consultant's Organization

S.No.	Key Position	Name of staff	Qualification	Years of Experience	Field of Specialization	Man-Days Proposed	Remarks

Format-IX

FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY TEAM PERSONNEL

1. Proposed _____ Position:

2. Name of firm _____
3. Name of the personnel _____ :
4. Date of Birth : _____ (Please furnish proof of age)
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.)**
7. Membership of Professional Societies:

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
 - i. Total experience in the field proposed to be assigned:
_____Yrs.
 - 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
WORK PROGRAM**

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

**Format XII
COMMENTS / SUGESTION / ADDITIONAL INFORMATON**

(The consultant may submit his comments, suggestion or any other additional information relevant to this project)

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

**Format-XIII
UNDERTAKING**

(To be submitted on letter head of applicant and sub-Consultant)

I /We undertake as under that during last seven years ending last date of receipt of tender:

- 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

Financial Bid

FINANCIAL BID
Schedule of Quantity

S N o	Description of Item	Qty	Unit	Rate	Amount
1	Comprehensive Architectural & Structural Design of buildings as per requirement of University and scope of work including revision of Master Plan as per Building Bye Law/MPD-2021 and approval from Local/statutory bodies as applicable all-inclusive as per direction of Engineer-in-Charge	1,29,594	per sqm of plinth area		
2	Extra for comprehensive design of HVAC system on both high side and low side for Air-conditioned areas as per requirement of University and scope of work including approval from statutory/local bodies as applicable all-inclusive as per direction of Engineer-in-Charge.	30,000	per sqm of plinth area of Air-conditioned area		
3	Carrying out Geotechnical investigation for the buildings proposed in Phase-II as per revised master plan through specialized agency approved by the Engineer-in-charge of GGSIPU as per scope of work including recommendation on foundation, water table, ground improvement measures all complete as per the direction of Engineer-in-Charge .	30 no. test bore	Unit each test bore		
	Total				

FORMAT-XVI – 'A'
Integrity Pact

To,

Sub: NIT No. ---/PM/UWD/Consultancy/2019-20 for "Comprehensive Architectural & Structural Design Consultancy for GGSIPU at Sector 16 C, Dwarka, New Delhi. SH: Dwarka Campus Phase – II"

Dear Sir,

It is here by declared that GGSIPU is committed to follow the principle of transparency, equity and competitiveness in public procurement.

The subject bid document is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of bid documents, failing which the bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the GGSIPU.

Yours faithfully

Project Manager,

(University Works Department)

FORMAT – XVI – 'B'

INTEGRITY PACT

To,

Project Manager,,
University Works Department
GGSIPIU, Dwarka

Sub: NIT No. ---/SE/UWD/Consultancy/2019-20 for "Comprehensive Architectural & Structural Design Consultancy for GGSIPU at Sector 16 C, Dwarka, New Delhi. SH: Dwarka Campus Phase – II"

Dear Sir,

I/We acknowledge that GGSIPU is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the bid document is an invitation to offer made on the condition that I/We will sign the enclosed Integrity Agreement, which is an integral part of RFP documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the RFP.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by GGSIPU. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, GGSIPU shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Yours Faithfully

(Duly authorized signatory of the Bidder)

INTEGRITY AGREEMENT

THIS Integrity Agreement is made at _____ on this _____ day of _____20_____

BETWEEN

GGSIPIU represented through Project Manager,, UWD, (Hereinafter referred as the '**Principal/Owner**', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

_____ through _____ (Hereinafter referred as the "**Bidder/APPLICANT**" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Principal/Owner has floated the bid document (NIT No. ---/SE/UWD/Consultancy/2019-20) (hereinafter referred to as "**RFP/Bid**") and intends to award, under laid down organizational procedure, contract for "Comprehensive Architectural & Structural Design Consultancy for GGSIPU at Sector 16 C, Dwarka, New Delhi. SH: Dwarka Campus Phase – II" hereinafter referred to as the "**Contract**".

And WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Applicant(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement(hereinafter referred to as "**Integrity Pact**" or "**Pact**"), the terms and conditions of which shall also be read as integral part and parcel of the RFP/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants in this pact, the parties hereby agree as follows and this pact witnesses as under:

Article 1: Commitment of the Principal/Owner

- 1) The Principle/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

- b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
 - c) The Principal/Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- 2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder(s)/Applicant(s)

- 1) It is required that each Bidder/Applicant (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government/Department all suspected acts of **fraud or corruption or Coercion or Collusion** of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- 2) The bidder(s)/ Applicant (s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Bidding process and during the Contract execution:
 - a) The bidder(s)/ Applicant (s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
 - b) The Bidder(s)/ Applicant (s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices,

specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.

- c) The Bidder(s)/ Applicant (s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Bidder(s) will; not use improperly;, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The Bidder(s)/ Applicant (s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/ Applicant (s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
 - e) The Bidder(s)/ Applicant (s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- 3) The Bidder(s)/ Applicant (s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
 - 4) The Bidder(s)/ applicant (s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of other and/or to influence the procurement process to the detriment of the Government interests.
 - 5) The Bidder(s)/ Applicant (s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach or this Integrity Pact by the Bidder(s)/ Applicant (s) and the Bidder/ Applicant accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

1) If the Bidder(s)/ Applicant (s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days notice to the bidder shall have powers to disqualify the Bidder(s)/ Applicant (s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Bidder from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. **Such exclusion may be forever or for a limited period as decided by the Principal/Owner.**

2) Forfeiture of EMD/Performance Guarantee/Security

Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1) the principal/owner apart from exercising any legal right that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Bidder.

3) Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a Bidder or Bidder, or of an employee or a representative or an associate of a Bidder or Bidder which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

1) The bidder declares that no previous transgressions occurred in the last 5 year with any other Company in any country confirming to the anticorruption approach or with Central Government or State

Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.

- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/holiday listing of the Bidder/Bidder as deemed fit by the Principal/Owner.
- 3) If the Bidder/ Applicant can prove that he has resorted/recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/Applicant /Sub Applicant

- 1) The Bidder(s)/ Applicant (s) undertake(s) to demand from all subbidders a commitment in conformity with this Integrity Pact. The Bidder/Bidder shall be responsible for any violation (s) of the principles laid down in this agreement/Pact by any of its Sub-Applicant /Sub-vendors.
- 2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Applicant.
- 3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6: Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Bidder/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, GGSIPU.

Article 7: Other Provisions

- 1) This pact is subject to Indian Law, place of performance and jurisdiction is the **Head quarters of the Division** of the Principal/Owner, who has floated the Tender.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.

- 3) If the Bidder is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- 4) Should one or several provisions of this pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intensions.
- 5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement/Pact or any action taken by the Owner/Principal in accordance with this **Integrity agreement /pactinterpretation thereof shall not be subject to arbitration.**

Article 8: Legal and Prior Rights

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contract documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHERE OF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

 (For and on behalf of Principal/Owner)

 (For and on behalf of Bidder/ Applicant)

WITNESSES:

1. _____
2. _____

Dy. PM (Civil)

Dy. PM (Elect.)

Place:

Dated:

FORMAT-XVII

Letter of Acceptance

(On the Letter Head of the Sub Consultant)

To

M/S _____(Name & Address of Applicant)

Sub: Acceptance to associate as sub consultant for the work of Comprehensive Architectural & Structural Design Consultancy for GGSIPU at Sector 16 C, Dwarka, New Delhi SH: Dwarka Campus, Phase II

Dear Sir,

I/We hereby give our acceptance to associate with M/s _____(Name of the Applicant) as sub-consultant in respect of _____(Area of specialization). The brief scope of work shall be as under:

1. _____
2. _____
- .
- .

We hereby undertake that:

- a) We will be responsible for our area of specialization.
- b) We will abide by the tender conditions for above said work.
- c) We will associate and provide services from start of project till completion.
- d) We have not been debarred/ blacklisted/ disqualified from participation in Consultancy services by any Government department / public sector undertakings during the last seven years.
- e) During last seven years ending last day of receipt of tender.
 - i) We have not left any work incomplete.
 - ii) There is no case of bad performance for the works supervised by me / us.
 - iii) No work supervised by me / us has been rated poor / bad quality.
 - iv) I / we not have either failed to perform on any agreement, or been expelled from any project or agreement or have any agreement terminated fro breach of contract on our part.

(Signature of Authorized Signatory)

Name:

Address:

Contact No.

* Proof of authorized signatory to be attached.

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 bidder(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 bidders (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 bidders(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. (Rs.....only)

3. We, the said bank further undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the bidder(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 bidder(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 bidder(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 bidder(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 bidder(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 bidder(s) or for any forbearance, act of omission on the part of the Government or any indulgence by the Government to the said bidder(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 bidder(s).

7. We _____ lastly undertake not to revoke this(indicate the name 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 Government. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs._____ (Rupees _____ only) and unless a claim in writing is lodged with us within Six months of the date of expiry or the extended date of 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

Witnesses:

(Authorized signature of the firm)

1. _____
(Name and Address)

2. _____
(Name and Address)

FORM OF EARNEST MONEY (BANK GUARANTEE)

WHEREAS, bidder (Name of bidder) hereinafter called "the bidder") has submitted his tender dated.....(date) for (name of work) (hereinafter called " the Tender")

KNOW ALL PEOPLE by these presents that we (name of bank) having our registered office at (hereinafter called "the Bank") are bound unto **Registrar, GGSIPU** (hereinafter called "**University**") in the sum of Rs..... (Rs. In words.....) for which payment well and truly to be made to the said **University** the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this..... day of20...

THE CONDITIONS of this obligation are:

- (1) If after tender opening the Bidder withdraws, his tender during the period of validity of tender (including extended validity of tender) specified in the Form of tender;
- (2) If the bidder having been notified of the acceptance of his tender by the Engineer-in-Charge:
 - a) fails or refuses to execute the Form of agreement in accordance with the instructions to bidder, if required; OR
 - b) fails or refuses to furnish the Performance Guarantee, in accordance with the provisions of tender document and instructions to bidder, OR
 - c) fails or refuses to start the work, in accordance with the provisions of the contract and instructions to bidder, OR
 - d) fails or refuses to submit fresh Bank Guarantee of an equal amount of this Bank Guarantee, against Security Deposit after award of contract.

We undertake to pay to the Engineer-in-Charge **either** up to the above amount **or part thereof** upon receipt of his first written demand, without the Engineer-in-Charge having to substantiates his

demand, provided that in his demand the Engineer-in-Charge will note that the amount claimed by him is due to him owing to the occurrence of one or any of the above conditions, specifying the occurred condition or conditions.

The Guarantee will remain in force up to and including the date*..... after the deadline for submission of tender as such deadline is stated in the instructions to bidder or as it may be extended by the Engineer-in-Charge, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE.....

**SIGNATURE OF THE
SEAL of BANK**

WITNESS.....

**(SIGNATURE, NAME AND
ADDRESS**

* Date to be worked out on the basis of validity period of 6 months from last date of receipt of tender.

UNIVERSITY WORKS DEPARTMENT

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

APPENDIX-III

REQUIREMENTS OF UNIVERSITY

Proposed Space for School Buildings

Dy. PM (Civil)

114

Dy. PM (Elect.)

S.No.	Activity	Nos.	Area per Unit in Sqm.	Total Area in Sqm.
1	Classroom – 60 capacity	39	80	3120
2	Classroom – 40 capacity	12	50	600
3	Classroom – 30 capacity	58	40	2320
4	Faculty Rooms	338	16	5408
5	Visiting Faculty Room	8	16	128
6	Research Scholar Room	47	16	752
7	Teaching Labs	41	125	5125
8	Teaching Labs	4	60	240
9	Teaching Labs	3	100	300
10	Teaching Labs	1	160	160
11	Research Labs	95	60	5700
12	Departmental Libraries	8	50	400
13	Departmental Libraries	1	240	240
14	Moot Court	2	130	260
15	Computer centre	1	600	600
16	Studio	1	180	180
17	Studio	3	100	300
18	Stores	2	115	230
19	Miscellaneous Spaces like utility rooms, placement cell, faculty committee rooms, workshops, theatre, museum etc			4000
	Total (A)			30063
	Total plinth area including walls, circulation area and utility area etc. @50% of (A) above			45095

UNIVERSITY WORKS DEPARTMENT

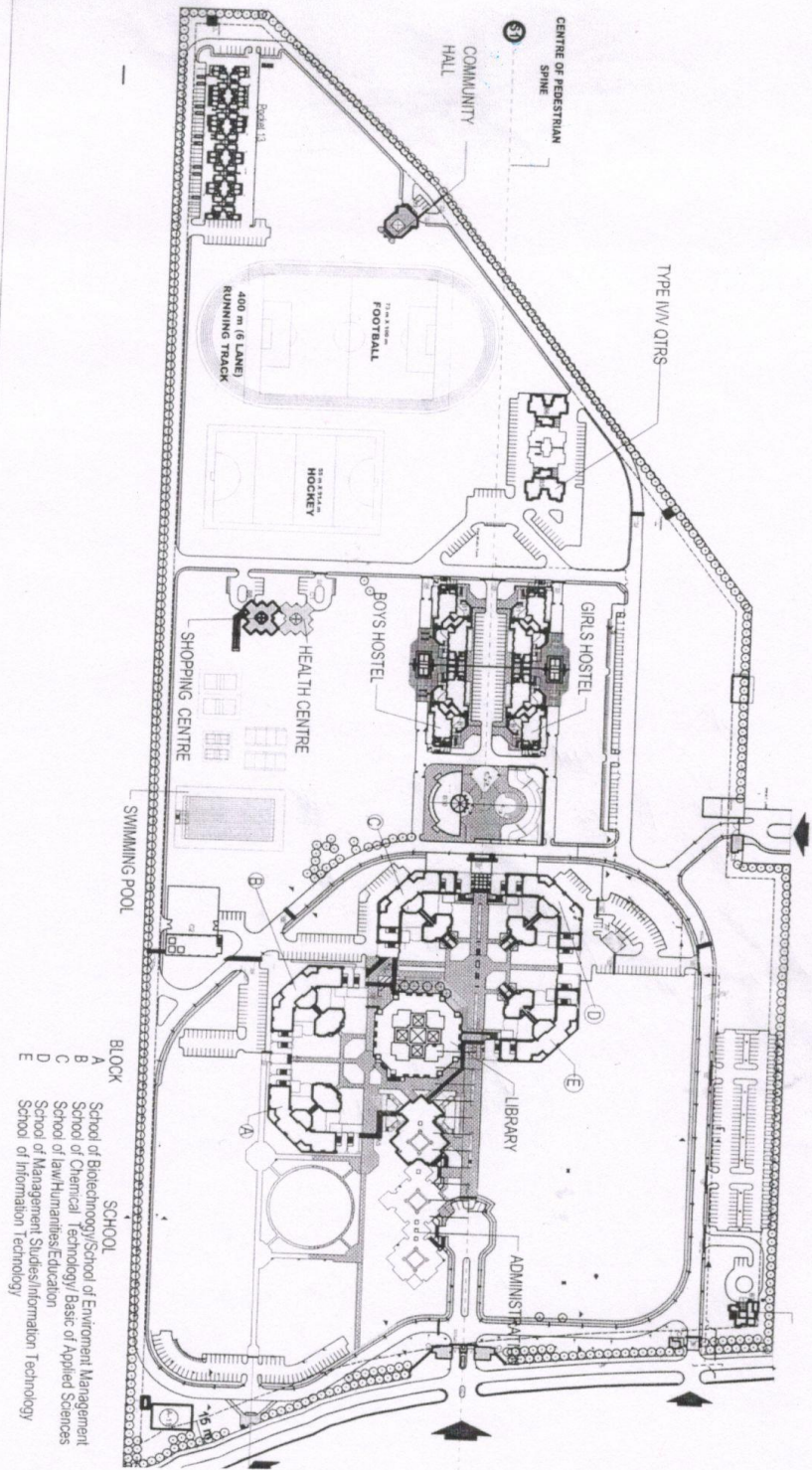
**Comprehensive consultancy services for
Construction GGSIPU at sector-16 C, Dwarka, New
Delhi, SH: Dwarka Campus Phase-II.**

APPENDIX-IV

**DRAWINGS, AREA CHART & FOUNDATION
RECOMMENDATIONS**

PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT

PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT



Area Chart of FAR Utilized in Phase I

S.No.	Category	Approx Covered Area in Sqm	Ground Coverage in Sqm
1	Academic	46890	12035
2	Residential	29388	5996
3	Sports and Cultural	1208	1208
	Total	77486	19239

