



Gujarat University

Part I: Technical Bid

Tender No: GU/ESTATE/PMC/2022-23/01

Tender Document

For

**Empanelment of Architect-cum-Project Management
Consultancy (PMC) Services
for Gujarat University**

BID CONTENTS

Sr. No.	Section	Description	Page No.
1	Section – I	Letter of Invitation	4-6
2	Section – II	Information for consultants (Appendix-I)	7-37
3	Section – III	Instruction on preparation of Pre-Qualification Bid (Appendix-II)	38-50
4	Section – IV	Standard form for Contract (Appendix-III)	51-65



SECTION-I

LETTER OF INVITATION

LETTER OF INVITATION

Subject: Empanelment of Architect-cum-Project Management Consultancy (PMC) Services for Gujarat University

Dear Sirs,

- 1 The Gujarat University has embarked up on a major work for construction in various important building under Budgeted original work for **Empanelment of Architect-cum-Project Management Consultancy (PMC) Services for Gujarat University**. The work of services is for Renovation, Architectural, Structural, Interior Designing, MEP, HVAC, Landscaping and daily supervision for Building.
- 2 In Order to carry out the work, the implementing agency will engage qualified consultant firm to carry out consultancy service for Architectural, Structural, Interior Designing, Hard-Soft Landscaping. The back ground information & Terms of reference (TOR) for consulting service are given in Appendix-I (C). The consultant will be selected and engaged with the performance profile & cost basis.
- 3 You are hereby invited to submit Pre-Qualification Bid as well as Price bids for Empanelment of Architect-cum-Project Management Consultancy (PMC) Services for Gujarat University is under Gujarat University which could form the basis for future negotiations and ultimately a contract between the firm and the Registrar, Gujarat University, Navrangpura, Ahmedabad, Gujarat.
- 4 To familiarize yourself with the work and to assess the extent of service to be provided by your firm you may arrange a site visit in consultation with concerned Estate Engineer(I/c), Estate Department, Gujarat University, Ahmedabad.
- 5 The purpose of the assignment is to provide Architectural design for improvement of campus.
- 6 The following documents are enclosed to enable you to submit bid.
 - (a) Supplementary information for consultants, including a suggested format of Pre-Qualification & Price bid.
 - (b) Terms of reference (TOR)

- (c) A sample form of contract for consultants services under which the services will be performed.
8. Your Pre-Qualification bid and Price Bid should be submitted online to **Registrar, Gujarat University, Navrangpura, Ahmedabad - 380009**. Presentation drawing with detailing for said work including all scope of work, are submitted as per site condition to Registrar, Gujarat University, Ahmedabad for Pre-Qualification.
 9. The bidder should scan online all the Pre-Qualification documents including Demand Draft of Nationalized Bank for payment of **Tender fee** and **EMD** and other relevant documents.
 10. The online price bid of qualified bidders will be opened on the intimated date and time in the presence of the representative (s) of the firms who wish to remain present. A tentative timetable for contract commencement of services is shown in the Date sheet in Apendix-1 (B). The representative conducting negotiations on behalf of the firm must have written authority to negotiate and sign the contract. If it is not be possible to successfully conclude the Contract negotiations, or the firm fail to submit adequate details of the cost justification, the negotiations will be terminated by Registrar, Gujarat University, Ahmedabad – 380009 and the firm submitting the next lowest will be invited for negotiations.
 11. The cost of this tender is totally tentative & it may vary.
 12. If any clarifications concerning the proposed services are required please contact to Registrar, Gujarat University, Ahmedabad - 380009 (Gujarat) before the submission date of Pre-Qualification & Price Bid.

Registrar,
Gujarat University,
Ahmedabad



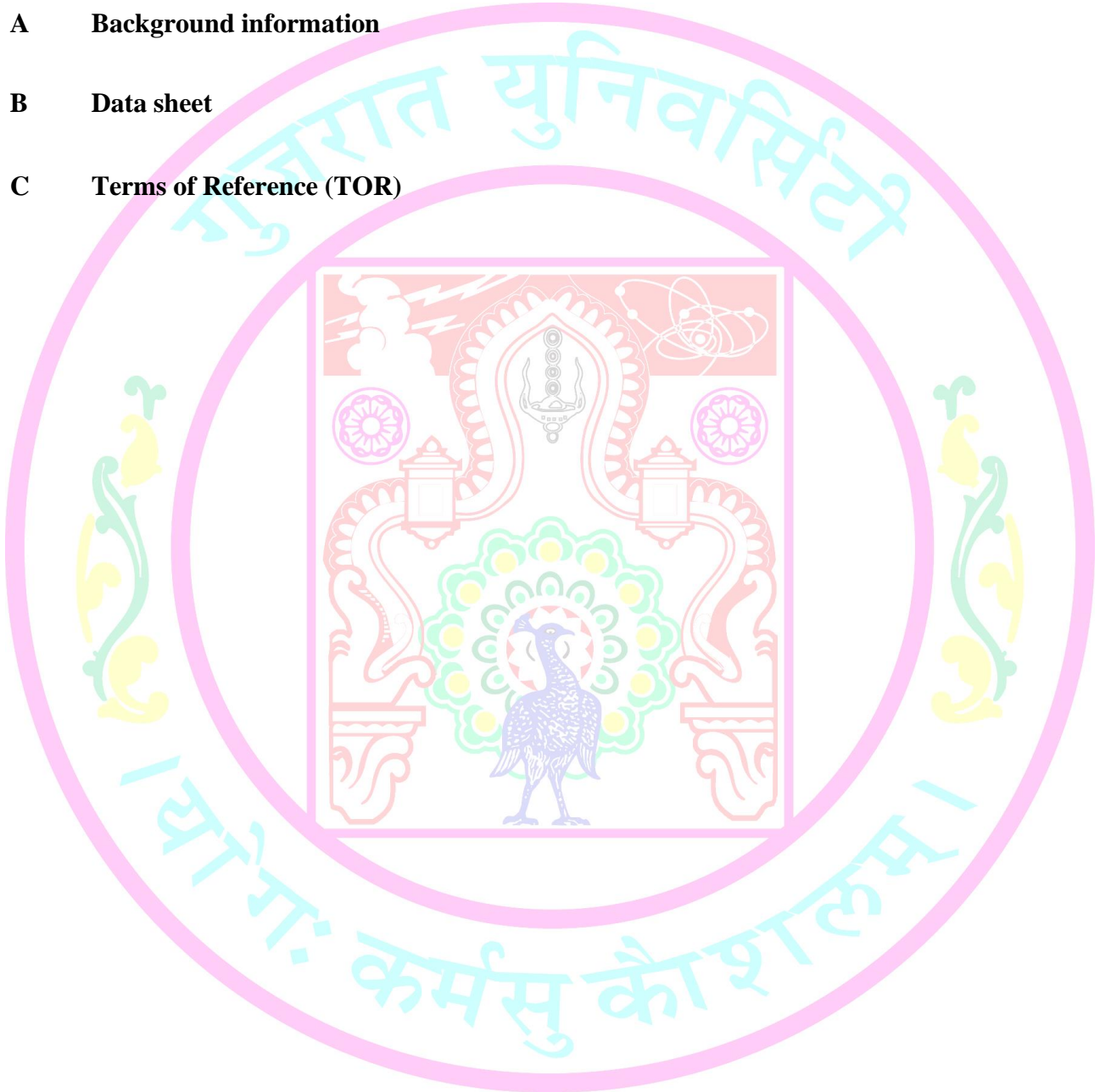
SECTION-II

INFORMATION FOR CONSULTANTS APPENDIX - I

APPENDIX – I

INFORMATION FOR CONSULTANTS CONTENTS

- A Background information**
- B Data sheet**
- C Terms of Reference (TOR)**



APPENDIX – I

INFORMATION TO CONSULTANTS

1 INTRODUCTION:

- 1.1 The client name in the “Data Sheet” will select a firm among those consultants, who had submitted the complete bid, in accordance with the method of selection indicated in the “Data Sheet”.
- 1.2 The consultant are invited to submit online Pre-Qualification bid & price bid as specified in the Data Sheet (The bid) for consulting service required for the Assignment named in the Data Sheet. The bid will be on the basis for contract negotiations and ultimately for a signed contract with the selected firm.
- 1.3 The assignment shall be implemented in accordance with the phasing or otherwise as indicated in the Data Sheet. When the assignment includes several phases, the performance of the consultant under each phase must be to the Client’s satisfactions before work begins on the next phase.
- 1.4 The consultants must familiarize themselves with local conditions and take them in to account in preparing their bids. To obtain firsthand information on the Assignment and on the local conditions, consultants are encouraged to pay a visit to the client before submitting a bid.
- 1.5 The client will provide the inputs specified in the Data Sheet, assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports. Please note that (i) the cost of preparing the bid and of negotiating the contract, including a visit to the client, are not reimbursable as a direct cost of the Assignment; and (ii) the Client is not bound to accept any of the bids submitted.
- 1.6 Government policy requires that consultants provide professional, objective, and impartial advice and at all times hold the Client’s interests paramount, without any consideration for future work, and strictly avoid conflicts with obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.

2. CLARIFICATION AND AMENDMENT OF LETTER OF INVITATION:

2.01 At any time before the submission of Bids, the Client may, for any reason, firm, modify the Pre-Qualification and price bid documents by amendment, till the last date of downloading including change of dates etc. for which the bidder will view on internet / E-Procurement notice simultaneously. Client will not be responsible for dispute due to any amendment.

3 PREPARATION OF BID:

3.1 Consultants are requested to download a bid (Para 3.1) the language (s) specified in the Data Sheet.

4 PRE-QUALIFICATION BID:

4.1 In preparing the Pre-Qualification bid, consultants are expected to examine the documents comprising the Pre-Qualification and price bid documents in detail. Material deficiencies in providing the information requested may result in rejection of bid.

4.2 While preparing the Pre-Qualification bid, consultants must give particular attention to the following.

- (a) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or has an extended and stable working relation with it.
- (b) Proposed key professional staff must have experience indicated in the Data Sheet preferably working under conditions similar to those prevailing in the country of the Assignment.
- (c) Alternative key professional staff shall not be proposed, and only one curriculum vita (CV) may be submitted for each position.
- (d) Reports to be issued by the consultants as part of this assignment must be in the language(s) specified in the Data Sheet.

4.3 The Pre-Qualification bid should provide the following information using the attached standard forms (Appendix-II A)

- (a) A brief description of the firm's organization and an outline of recent experience on assignments (Appendix-II B) of the similar nature, For each assignment, the outline should indicate, inter alia, the profiles and names of the staff provided, duration of the assignment contract amount, and firm's involvement.

- (b) Any comments or suggestions on the Terms of Reference and on the data, a list services, and facilities to be provided by the Client (Appendix-II C)
- (c) A description of the methodology and work plan for performing the assignment (Appendix-II D)
- (d) The list of the proposed staff team specially, the tasks that would be assigned to each staff member. (Appendix-II E)
- (e) CVs recently signed by the proposed key professional staff and the authorized representative submitting the bid (Appendix-II F) Key information should include number of years working for the firm/entity, and degree of responsibility held in various assignment.
- (f) A detailed description of the proposed methodology staffing, and monitoring of training, if the Data Sheet specified training as a major component of the Assignment.
- (g) Any additional information requested in the Data Sheet.

4.4 The Pre-Qualification bid shall not include any financial information of price-bid.

5 PRICE BID:

- 5.1 In preparing the price bid, consultants are expected to take in to account the requirements and conditions of the Pre-Qualification and priced bid documents. The price bid should follow standard form given in priced bid. The price quoted by the consultants shall include all costs associated with the Assignment, including (a) Remuneration for staff (local in the field and at headquarters) and (b) reimbursable such as subsistence (Per diem, housing), traveling & transportation (For mobilization and demobilization), services and equipment (Vehicles, office equipment, furniture, and suppliers), if it is a major component of the assignment and any other cost which may require to complete the assignment.
- 5.2 The price bid should include all taxes, duties, fees, levies and other charges imposed under the applicable law, on the consultants the sub- consultants, and their personnel. GST shall be paid extra as per the prevailing rate..
- 5.3 Consultants may express the price of their services in the currency of Indian Rupees.
- 5.4 The Data Sheet indicates how long the bids must remain valid after submission date. During this period, the consultant is expected to keep available the key professional staff proposed for the assignment. The client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the bids, the consultants who do

not agree have the right not to extend the validity of their bids but his bid will not be considered in evaluation process.

6 SUBMISSION, RECEIPT AND OPENING OF BIDS:

- 6.1 The original bid (Pre-Qualification bid and price bid) shall be downloaded online.
- 6.2 An authorized representative of the firm must be authorized by a written power of attorney accompanying the bid.
- 6.3 The completed Pre-Qualification and price bid must be submitted online before the time and date stated in the Data Sheet. After the deadline for submission of bids the Pre-Qualification bid shall be opened online immediately by the evaluation committee. The price bid shall be opened online after the qualified bidders are intimated by the **Registrar, Gujarat University.**

7 BID EVALUATION:

- 7.1 From the time of the bids are opened to the time of the contract is awarded, if any consultant wishes to contact the client on any matter related to its bid, it should do so in writing at the address indicated in the Data Sheet. Any effort by the firm to influence the client in the Client's bid evaluation, bid comparison or contract award decision may result in the rejection of the consultant's bid.
- 7.2 Evaluators of Pre-Qualification bids shall have no access to the price bids until the Pre-Qualification evaluation is completed.
- 7.3 **Evaluation of Pre-Qualification bid.**
- 7.3.1 Submitted documents in Pre-qualification bid are scrutinized by Engineer- in-charge and give an approval for same to decide Architect consultant and also consider price bid as per the QCBS method.
- 7.3.2 The evaluation committee appointed by the client as a whole, and each of its members individually evaluates the bids on the basis on their responsiveness to the Terms of Reference, applying the evaluation criteria. A bid shall be rejected at this stage, if it does not responds to important aspects of the Terms of reference or if, it fails to achieve the minimum Pre-Qualification score indicated in the Data Sheet. Any bid containing any conflicting condition shall not be considered.

7.4 Public opening and Evaluation of Price bids; Ranking.

7.4.1 After the evaluation of bid is completed, the client shall notify those consultants whose bids did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of reference. Indicating that their price bids will be unopened after completing the selection process. The client shall simultaneously notify the consultants that have secured the minimum qualifying marks, indicating the date and time set for opening the price bids. The notification may be sent by registered letter or electronic mail.

7.4.2 The price bids shall be opened publicly in the presence of the consultant's representatives who choose to attend. The name of the consultant and the proposed price shall be read loudly and recorded when the price bids are opened. The client shall prepare minutes of the public opening.

7.4.3 The evaluation committee will determine whether the price bids are complete, correct any computational errors, and convert prices in various currencies to the single currency specified in the Data Sheet.

8 NEGOTIATIONS:

8.1 The price negotiations will be carried out with first lowest bidder if required.

9 AWARD OF CONTRACT:

9.1 The contract will be awarded as per the QCBS method.

9.2 The firm is expected to commence the Assignment on the date and at the location specified in the Data Sheet.

10. TIME LIMIT OF CONTRACT:

10.1 The time limit of this contract will remain in force from date of work order of these budgeted works to date of actual completion of the work.

Registrar
Gujarat University,
Ahmadabad

CLAUSE

REFERENCE OF APPENDIX – I (A)

- 1.1 The name of the client is: The Registrar, Gujarat University, Navrangpura, Ahmedabad, Gujarat
- 1.2 A Pre-Qualification & price bid are requested : Yes (In two separate Performa)
- 1.3 The Name(s) address (es) and telephone number of the client's office(s) are
The Registrar,
Gujarat University
Navrangpura,
Ahmedabad - 380009.
Phone : 079-26303762
- 1.4 The client will provide the inputs/services as given in **Para 9.0** in TOR
- 1.5 The names, objectives and description of the Assignment area : Empanelment of Architect-cum-Project Management Consultancy (PMC) Services for Gujarat University.
- 1.6 Bids should be submitted in the following language (s): English.
- 1.7 Additional information in the Pre-Qualification bid includes: As per the TOR.
- 1.8 Taxes : Consultants are requested to consult tax consultants for details & it will be solely consultant's responsibility. The price quoted by bidder includes all taxes excluding GST. No reimbursement of taxes paid will be made separately.
- 1.9 Bids must remain valid for **120 days** from last date of down loading the bids.
- 1.10 Technical bid shall be submitted on-line as well as in physical form. The bidder shall submit one set (hard-copies) of the entire technical bid document with each page self-attested by authorized signatory in a sealed envelope to the office of Gujarat University, General department (Inward section), Room No: 38, Gujarat University Tower, Gujarat University, Navrangpura, Ahmedabad, Gujarat: 380 009 before the last date and time specified. In extra-ordinary circumstances, if the receiving office is closed on the given date and time, the same shall be received on the next working day of the receiving office.
- 1.11 Tender fees in the form of Demand Draft from Nationalized / Scheduled bank only Rs.2400.00 (Non- refundable) in the name of The Registrar, Gujarat university payable at Ahmedabad.
- 1.12 Earnest Money Deposit (E.M.D.) in the form of D.D. / F.D.R. from Nationalized / Scheduled bank only **Rs.50,000.00/-** in the name of The Registrar, Gujarat university.
- 1.13 Pre-Qualification Documents as mentioned in Appendix – II (Appendix – A to H).

APPENDIX – I (B)

DATA SHEET

Type of bid submission procedure	Two Bid
Submission Date of Pre-Qualification and price bid on-line	Dt.17/09/2022 to 07/10/2022 up to 18.00 Hrs.
Submission Date of Pre-Qualification in hard copy	On or Before 14:00 Hrs , Dt.10/10/2022
Opening date of Pre-Qualification bid	Dt.10/10/2022 at 16:00
Expected Date to commence Consulting service	As per work order will be issued.
Period of consultancy period	1 year & up to completion of all the works.
Price bid includes to cost	As per Appendix – III
Minimum key personal to be provided	As per Appendix – I (C)
Consultancy services to be provided for work	As per Appendix – I (C)
Price Bid	As per Appendix – IV (A) & Appendix – IV (B)

Representative / Contract person and address of the Executive Agency:

Registrar,
Gujarat University,
Navrangpura,
Ahmedabad-380 009.

Appendix – I (C) Terms of reference

Empanelment of Architect-cum-Project Management Consultancy (PMC) Services for Gujarat University

1 Introduction and background:

- 1.1 The Gujarat University has planned to construction works. This time bound projects need to be supervised regularly to avoid delay.
- 1.2 Gujarat University has decided to take up the Empanelment of Architect-cum-Project Management Consultancy (PMC) Services for Gujarat University.
- 1.3 In order to achieve high standard in quality of Renovation, Refurbishment, Landscaping and face lifting works Gujarat University has intended to hire Empanelment of Architect-cum-Project Management Consultancy (PMC) Services for Gujarat University for works being carried out for Renovation of existing building works, landscaping where is to provide Architectural & Structural drawing and Estimation, DTP for said work including providing guidance for the said work during execution.

2 OBJECTIVE:

- 2.1 The main objective of these consulting services are to conduct Architectural, Structural, Interior Designing of Buildings and Hard-Soft Landscaping of campus including providing all drawings, detailed estimation based on current year SOR and market Rate and preparing DTP (Draft Tender Papers) for same and provide all supports for getting approval from competent authority.

Part-I Architectural Services

The main objectives for seeking the architectural consulting services are:

- (i) To procure technical services for site survey as per design and design development study including location and, site analysis and preparation of preliminary project reports and preparation of inventory, elaborating.

- (ii) Comprehensive Architectural services including Architectural, structure, electrical, plumbing designing, air conditioning heating, acoustics and interior with details architectural and engineering design of all external services e.g. roads, sewerage, drainage, water supply, street light, land scrapping, graphics, Signage etc. incl. elevator if necessary.
- (iii) Preparation of structural designs of all structures considering seismic zone.
- (iv) Preparation of tender (Bid) evaluation reports.
- (v) To design the building sound, safe, cyclone and earthquake resistant, to bring the building into functionally good condition using relevant National IS code and sound engineering practice.

Part-II Engineering & Periodic Supervision Services

- (a) The main objective of this part of the assignment is to prepare detail specifications and detail estimates.
- (b) The consultants shall prepare & provide necessary detailed structural design, assist for subsoil exploration for working out of SBC wherever necessary as per latest IS codes and prevailing standards thereof. The consultant shall provide detail estimate with all items required based on prevailing schedule of Gujarat University.

3.0 DEFINITIONS:-

1. The 'client' means The Registrar, Gujarat University.
2. The term 'Consultants' mean the consultants appointed under this agreement for providing consultancy services.

4.0 SCOPE OF WORK

1. Preparing preliminary designs and estimates for all services (architectural/structural/ Electrical /Mechanical / HVAC) duly approved by the employer.
2. Preparation of detailed architectural & structural drawings and incorporating there in the particular specifications of the materials to be used.

3. Preparation of 3d layouts, presentation of the project and submitting it with hard copy (In All size) as well as soft copy.
4. Designing water supply system, internal and preparation of complete set of drawings and incorporating there in the particular specification of materials to be used.
5. Providing total consultancy services for internal sanitary system and preparation of complete set of drawings showing there in the particular specifications of the materials to be used.
6. Providing total consultancy services for the firefighting system including preparation of complete set of drawings with particular specifications of materials incorporated.
7. Providing total consultancy services for the electrification/ELV work including preparation of complete set of drawings incorporating therein the particular specifications of materials to be used.
8. Co-ordination for necessary approvals of plans from concerned local authorities before starting the project till getting the NOC and BU permissions.
9. Preparing working drawing and detailed sketches as per requirement.
10. Preparing specifications tender – contract documents, inviting tenders and recommending the contractors.
11. Preparing Pre – qualification notice, forms, evaluation of forms and recommendation of contractors.
12. Preparing detailed estimate for the entire building works and all specialized services, making appropriate BOQ, Schedule of work and estimate for completion of the Project which includes Civil works, Electrical Wiring, Electrical Sub-Station, Plumbing, Firefighting, and Sewerage etc. (The Architect/ Project Management Consultant shall deploy qualified structural, electrical, water supply and plumbing and air-conditioning engineers at their cost for preparation of design and execution of work.)
13. Giving regular supervision of the work as and when required by client, instructions and explanations to the contractors and engineers of the executing agencies to see that the work is carried out in accordance with the drawings, specifications, and instruction received from the Gujarat University.
14. To appoint a Project Engineer who will supervise the work regularly and as per requirement and he shall look after the quality, progress and correctness of the work. In connection to this he has to submit the supervision report to the University Office.
15. To check the measurements, material receipts and certifies the bills of the agencies with consent from University engineers' and provide certificate of payment.
16. To prepare, in coordination of contractor, the schedule of works, requirement of drawings, requirement of manpower, cash flow chart with S – curve and submit to the University engineer.
17. Monitor the physical progress of the work and submit weekly work progress statement showing implications as per costs approved and sanctioned by the employer.
18. During the progress of the work, if any deviations or variations are found necessary in your opinion, you shall do so after obtaining written approval from University engineer.

19. Drafting detailed tender documents for proposed construction work complete with terms & conditions of work, detailed working drawings, specification of work, special specification etc.
20. To furnish completion plan of the building including all services on completion of the project along with a complete set of design calculations and structural drawings to form a permanent record for Gujarat University.
21. Checking measurement of the work at site and checking contractor's bill, issuing payment certificate as per running bills raised by contractors.
22. Issue Work Completion Certificate after completion of the project.
23. Issue of No Defect found Certificate after one good year from completion certificate.
24. Architects/Project Management Consultants shall act impartially in respect of any dispute or difference between the Employer and Contractor.
25. Carry out necessary Soil investigation test and submit the reports of the same.

(A) **Special Tasks to be Approved By Client:**

Gujarat University will overall supervise, control and paying authority for the project. The Consultant will assist Gujarat University Authorities as per scope of work described above and specific approval of Gujarat University will be obtained as and when required for special tasks additional works if required during execution.

(B) **Miscellaneous:**

Consultant will arrange the following at his own cost:

- (1) Transportation of consultant's staff.
- (2) Residential accommodation of the consultant's staff.
- (3) Transportation any other related expenditure that may occur to attend the meeting called by Gujarat University.

(C) **Stability Schedule:**

- 1.1 Time period assign by consultancy services towards project preparation including survey, design, cost estimates, Bid documents and final report.
- 1.2 Consultant would work out the requirement of technical administration and account support staff keeping in view the magnitude of work.

1.3 Key professional are required to remain present in all the meeting called by the Gujarat University authority and when necessary without claiming extra cost during planning stages as well as execution of works i.e. after is awarded to the contractor.

1.4 Key personal and structural engineer must be license holder supposed to get to the plans/scheme from competent authority.

5. **Time schedule for technical staff.**

Sr. No.	Designation	Time Schedule
1	2	3
1	Architect	As per requirement and site condition.
2	Structure Engineer	As per requirement and site condition.
3	Interior Designer	As per requirement and site condition.
4	Civil Engineer	As per requirement and site condition.
5	Electrical Engineer	As per requirement and site condition.

6. **REPORTING REQUIREMENTS:**

6.1. Reports required to be submitted in 3(Four) Copies (On CD and typed hard copy) to Gujarat University include the following.

Quality assurance manual for the entire project covering type and nature of tests to be conducted looking to tender document, acceptance criteria, frequency of tests, standard observation sheets and documentation.

The proposed schedules for submission of various reports are as follows

Sr. No.	Report	Times of submission
1	2	3
1	Architectural services for planning, drawing, designing, site visits, meeting with Gujarat University, approval and necessary role for concern works.	As per the requirement of department.
2	Structural designing services for structure drawings, structural drawing, designing and meeting with Gujarat University., approval and necessary role for concern works.	As per the requirement of department.
3	Interior Designing services for planning, drawing, designing, site visits, meeting with Gujarat University., approval and necessary role for concern works.	As per the requirement of department.
4	Recommendation regarding methods and procedures for evaluation and the system for monitoring for evaluation and the system for monitoring the condition of buildings after completion.	Within one month after completion of consultancy assignment.

7. Team composition and staff qualification and staff requirement.

7.1 Technical Staff.

Sr. No.	Key personals	Numbers	Qualification / Experience
1	Sr. Architect	1 No.	Shall have B.Arch./M.Arch. degree in Architect and shall be an experienced and qualified senior Architect with minimum 20 years of experience in the Planning, Designing, etc. for construction & repairing of building works.
2	Architect	1 No.	Shall have B.Arch. degree in Architect and shall be an experienced and qualified senior Architect with minimum 10 years of experience in the Planning, Designing, etc. for construction & repairing of building works.
3	Structural Engineer	1 No.	Shall have M.E. / M. Tech. degree in Civil Engineering and shall be an experienced and qualified senior Engineer with minimum 10 years of experience in the Structural Designing, Supervision, etc. for construction & repairing of building works.
4	Civil Engineer	1 No.	Shall have Bachelor Degree in Civil Engineering and shall be an experienced and qualified senior Civil Engineer with minimum 10 year of experience in the construction & repairing of building works.
5	Electrical Engineer	1 No.	Shall have Bachelor Degree in Electrical Engineering and shall have 10 year experience.

7.2 Consultant has to produce organization chart.

8. The consultant shall meet the following minimum criteria.

- The Architect/ Project Management Consultants should preferably have experience in handling projects rendering Architectural consultancy cum PMC for State Government/Central Government/ Public Sector Undertakings / State Universities/Municipal Corporations.

- The Architect cum Project Management Consultants should have a proper office infrastructure and existing running office at-least for 10 years in/around Ahmadabad city. Supporting document shall be provided.
- The Architect cum Project Management Consultant should have experience of having successfully completed major building works during last 5 years (Institutional/Public building work is preferable)
- As per the Council of Architecture, the owner or all partners of the bidding firm must have COA registration.
- The Architect/ Project Management Consultant satisfying the above criteria may apply in the prescribed format along with the following details:
 - Name, address and registration details of the Architect/ Project Management Consultant with details of key personnel.
 - Copy of the audited balance sheet for the last 3 years.
 - Details of maximum value of work done in single contract during the last 3 years. (Attach Certificate of Employer)
 - Details of in-house facilities available along with details of software being used.

9 DATA AND ASSISTANCE TO BE PROVIDE BY THE CLIENT :

9.1 The following documents will be provided by Gujarat University.

- (1.a) Copies of available plans of buildings.
- (1.b) Copies of estimates and contact agreements, work order and tenders between Gujarat University and contractors.
- (1.c) Access to all other necessary data related to work only.

10 RESPONSIBILITY OF CONSULTANT:

- 10.1 Office supplies communication, utilizes and other supporting requirement.
- 10.2 Consultant's services include consultancy, supervision, inspection and rectification of works with methodology of Gujarat University or as directed by concern Engineer-in-charge.

11 PAYMENT SCHEDULE :

Mode and Schedule of payment for the consultancy job:

1. Schedule for completion of various Tasks :-

Sr. No.	Activity	Days from the Effective date of start.
1.	Mobilization and completion of field surveys	7 days
2.	Preparation of draft report, design, architectural plans and specifications	20 days
3.	Preparation of final project report, bid documents and detailed cost estimates (BOQS)	30 days
4.	Bid evaluation	15 days

2. Mode and Stage of Payment :-

For services in the scope of work as per the program shall be paid total fees in the following stages according to the work done by the consultant as per latest available total project cost.

Sr. No.	Description	% of total fees payable
1.	reparation & submission of concept layouts / options along with block cost estimate for the particular project, Preparation of tender stage layouts & details-drawings & submission for approval along with detailed tender documents (item specifications, PQ of contractor ...) including production & submission of necessary drawings for statutory agency's approval	25 %
2.	Preparing Pre- qualification notice, forms, and evaluation of forms and recommendation of contractors.	25 % fees less payment already

	Support in contractor's PQ & finalization there of...,	made
3.	Preparation & submission of all the good for construction details of the project – respective architectural /structural / electrical / plumbing.. services design & drawings in sufficient details to execute the work at site. During project construction as part of supervision & project monitoring services(they payment shall be made in installment upon approval of the proportionate RA bill of the contractor)	40 % less payment already made
4.	Upon issuance of the final project completion certificate in consultation with an EIC, GU.	10% less payment already made.

- 11.1 The consultancy fee shall be paid on pro-rata based on ratio of actual cost quoted by Consultants and the total cost of this work of Gujarat University, Ahmedabad and actual expenditure incurred for the work.
- 11.2 The consultancy running bills shall be paid simultaneously with payment of R.A. bills of Contractor from time to time.
- 11.3 The payment will be made within 30 days after receiving the bill by the in charge Engineer subject to availability of grant / L.C. If any discrepancy found to exist at any time between actual payment and cost authorized to be incurred by consultants, the client may at any time Gujarat University, Ahmedabad – 380 009) add or subtract the difference from any subsequent payment.
- 11.4 Income tax and any other taxes arise from time to time shall be deducted from each bill.
- 11.5 Advance payment shall not be made.
- 11.6 Payment will be paid in Indian Rupees only.
- 11.7 Final payment shall be made only after the final report and final statement, have been submitted by the consultants and approved as satisfactory by the client.

MODE OF PAYMENT

- (i) The payment made of the consultant during the interim stage shall be on adhoc on account and will be adjusted in the final payment (as per section-4 :- Financial Proposal).
 - (ii) The penalty shall be levied on the consultant for not submitting drawings and other documents in time. This penalty shall be maximum up to 10 % of the total fees or as decided by the Client.
 - (iii) In case only a part of the project is continued beyond and stage, no further payment shall be made to the consultant for the deliverables not completed by the consultant from their scope of work.
 - (iv) The cost of reference to be made by the consultant to his in house professional experts or outside professional experts are included in consultant's fees and nothing extra will be paid by the Client.
1. The payment shall be made in accordance of stage of project and payment Break-up mentioned in offer from on receipt of invoice along with necessary details and documentary evidences in support of claim. Client will perform duties in regard to deduction of income tax I other taxes at source as applicable and lawfully impose I from to time.
 2. All charges levied by and payable to Government / Semi Government / Recognized Agency / Local Approving Authorities etc. for submission of plans getting service connections etc. Which pertain to the owners obligations as per law / rules shall be paid by the client.
 3. Immediately on acceptance of the offer of the consultancy service by the client, the consultant shall draw up a time schedule (indicating the time period of each design stage) for design of project as guided in this agreement within the scheduled and agreed contract period of completion of the project and will obtain the approval to the same from the client. This schedule shall be strictly adhered to by the consultant failing which, he is liable to pay damages as determined by the specified at Mode and Schedule of payment for the consultancy job.
 4. The Consultant not have any objection to the client maintaining any Architect and civil engineering staff at its own cost at the site of work to carry out duties allotted to them by the client in respect of all civil / electrical works at the site or other areas outside the scope of consultant'work.
 5. All contracts and agreements for the planning & designing of architectural and structural drawings, construction of civil / plumbing / fire fighting / interior / electrical / ELV / HVAC / landscape / infrastructural / engineering works (for which consultancy services are entrusted) shall be made and entered into by the client.

6. The consultant shall in accordance with and as required by the terms of any agreement or agreement entered or to be entered into between the client on the one part and contractor or contractors on the other part, scrutinize and shall also co-certify that the work measured and recommended for payment of running bills of the all contractor are satisfactory from the point of view of workman ship and quality of the work executed from architectural point of view.
7. The consultant shall not, without the written sanction of the client make any deviation in the plans or estimates or order any variation, omission or extras. In consequence thereof, he will not fix any new rate or rates of new items of works without written approval of competent authority of the client.
8. The consultant shall promptly notify the client of any changes in the constitution of their firm. It shall be open to the client to terminate the agreement on the death, retirement, insanity or insolvency of any person being partner in the said firm, or on the addition or introduction of new partner without the prior approval in writing of the client. But in the absence of and until, its termination by the client as aforesaid, this agreement shall continue to be in full force and effect notwithstanding any change in the constitution of the firm by death retirement, insanity or insolvency of any of its partners or the addition or introduction of any new partners. In case of death or retirement, the surviving or remaining partners of the firm shall be jointly and severally liable for the due and satisfactory performance of all the terms and conditions of the agreement.
9. The copyright in all drawings and in the work executed by the contractor shall remain the property of the client even if at execution stage it is found that consultant is not doing their job for project and if agreement is terminate shall not prevent client to carry out further construction activity as per those drawings or hiring services of other firm for successfully completion of the project.
10. The consultant shall not assign this contract or sub-contract or any portion of it without client's prior written approval.
11. The Consultant will carry out the assignment in accordance with the highest standard of professional and ethical competence and integrity, having due regards to the nature and purpose of the assignment and will conduct himself in a manner consistent therewith.
12. The consultant will also agree that all knowledge and information not within the public domain which may be acquired during the carrying out of this contract, shall be or all time and for all purpose, regarded as strictly confidential and held in confidence and shall not be directly or indirectly disclosed to any person whatsoever, without the written permission of the client.
13. The client will inform the consultant as soon as possible in regard to decisions as to construction, contracts or otherwise or advice concerning the work. For work under construction, such advice, instruction or decision shall be conveyed immediately by not later than 15 days from the date of such advice, instructions and decision is sought for. The extension of time of the contractor under the agreement, if any, given by the client will have consequential effects on the consultant's time schedule in respect of works of construction to be completed till then.

14. The Client shall include in all contracts which may be entered into the contractor or contractors such clauses as would provide for the payment to the client by the contractor or contractors of adequate damages for losses or delay on the contractor's part in carrying out the terms of the said contract and the consultant shall take all necessary precautions and perform all his duties before and during the progress of the work to bring about the completion of the project in all respects as may be entrusted to him. The consultant shall also provide services for determining claims of the contractor due to fault or delay caused by the consultant or his staff on which question the decision of the client will be final and binding.
15. If the of construction of the project or any one of more of works therein be substantially interrupted by force majeure or by reasons of any orders in writing issued by the client stopping or suspending the work of construction on grounds other than bad / unsound work or installation and / or defective supervision or back of it or by reasons of any unique or unreasonable delay on the part of the client in the matter of approving of the work done or in the matter giving such sanction of instruction as may be necessary for the future progress of the work, the consultant, shall not be liable in any way for the consequent delay in the completion of such work.
16. The client may require the consultant to travel/go out of the project site for proper discharge of any of his duties enumerated in the "Terms of reference" without any extra charge of fees.
17. The consultant shall provide and maintain at his cost, vehicle required for use in connection with their assignment.
18. It is hereby agreed and declared that the contract herein is intended to be job oriented and not time oriented and the consultant shall not be entitled to claim any compensation in the event of the estimated for the completion of the job being extended or enlarged for any reason whatsoever.
19. Where the consultant is a partnership firm or a company, no changes in the constitution of such partnership or no change in the constitution of Board of Director of the company shall be made without the prior written approval of the client.
20. All the prevailing and applicable laws of the State Government / Central Government regarding labour laws, Provident Fund, Sales Tax, Income Tax, Octroi etc. shall be strictly followed by the Consultant No-claim / reimbursement shall be made to the consultant by the client in observing these laws.

12 OFFICE ACCOMMODATION:

- 12.1 The consultant shall establish his own office at Ahmedabad satisfying all the necessary requirements to carry out the assignment efficiently.
- 12.2 The team leader is expected to attend review meetings at suitable Gujarat University office, once in a fortnight.

13 CONTRACTUAL ARRANGEMENT:

13.1 The Consultant's contract will be with the Registrar, Gujarat University, The contract will be of providing consultancy services for **Architectural, Structural, Interior Designing, Hard-Soft Landscaping** inclusive of daily supervision & rectification of works with methodology.

14 DEFECT LIABILITY:

14.1 10% of total amount of consultancy services shall be kept in deposit. Fifty percentage of the Security Deposit shall become refundable within fifteen days after the final completion certificate of the works are issued. The remaining fifty percentage of the security deposit shall be refunded after the expiry of the Defect Liability period of the main works as per tender condition.

15. CLIENTS OBLIGATIONS :

- The Client will designate an officer from the establishment of the client who shall be fully acquainted with the Project and has authority to communicate approvals of Projects Construction Budgets, changes to the Project, render decisions promptly consistent with Project Schedule and furnish information expeditiously.
- The client will provide full information regarding its requirements for the Project.
- The Consultant will be furnished without charge eight copies of drawings and specifications and tender documents prepared by client reasonably necessary for effective supervision and quality assurance of the project.
- The Client shall not employ any of the consultant's employees during the tenure of this contract for a further period of one year. Also the consultant commits himself not to employ any of the client's employees within one year of their leaving the client.

16. THE CLIENTS RIGHT TO PERFORM CONSULTANT'S OBLIGATIONS AND TERMINATION BY THE CLIENT FOR CAUSE:

- If the Project is suspended for a period of thirty days or more under and order of any court public authority having jurisdiction or as a result of an act of government, such as a declaration of a National emergency making materials unavailable or for no fault on the part of consultant or on account of client's failure to make payment to the contractor, then

the client may terminate this contract by giving seven days written notice to the consultant and making payment of the fee earned to date of the termination + reimbursement of expenses, if any agreed to be paid.

- On the other hand, if the consultant fails to provide requisite services under the contract of the expected standard & duration, the client shall give a notice in writing for making due compliance immediately and in case of failure by the consultant to provide requisite services of expected standard within 30 days, the client shall be at liberty to terminate the service by giving 7 days notice in addition to having recourse enforce other contractual provisions. Under such circumstances balance payable fess and amount deposited with client shall be forfeited.
- If the consultant is adjudged a bankrupt or if he makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of his insolvency, or persistent disregards of laws; ordinances, rules, regulations or substantial violations of provisions of this agreement, then the client may terminate the service of the consultant with a notice of winding up within a period of one month, without prejudice to any right or remedy and take possession of the site and finish the project by whatever method he may deem expedient. In such case the consultant shall not be entitled to receive any further payment but shall not relieved from his obligations assumed under contract.
- If the client terminates or foreclose this agreement otherwise than under the relevant clause as narrated above. The client shall pay the consultant only the balance fees up to the project is suspended for any other reason, then agreement will be terminated at the stage only and fees up to that stage will be paid.

17. DEFINITION AND EXTENT OF AGREEMENT:

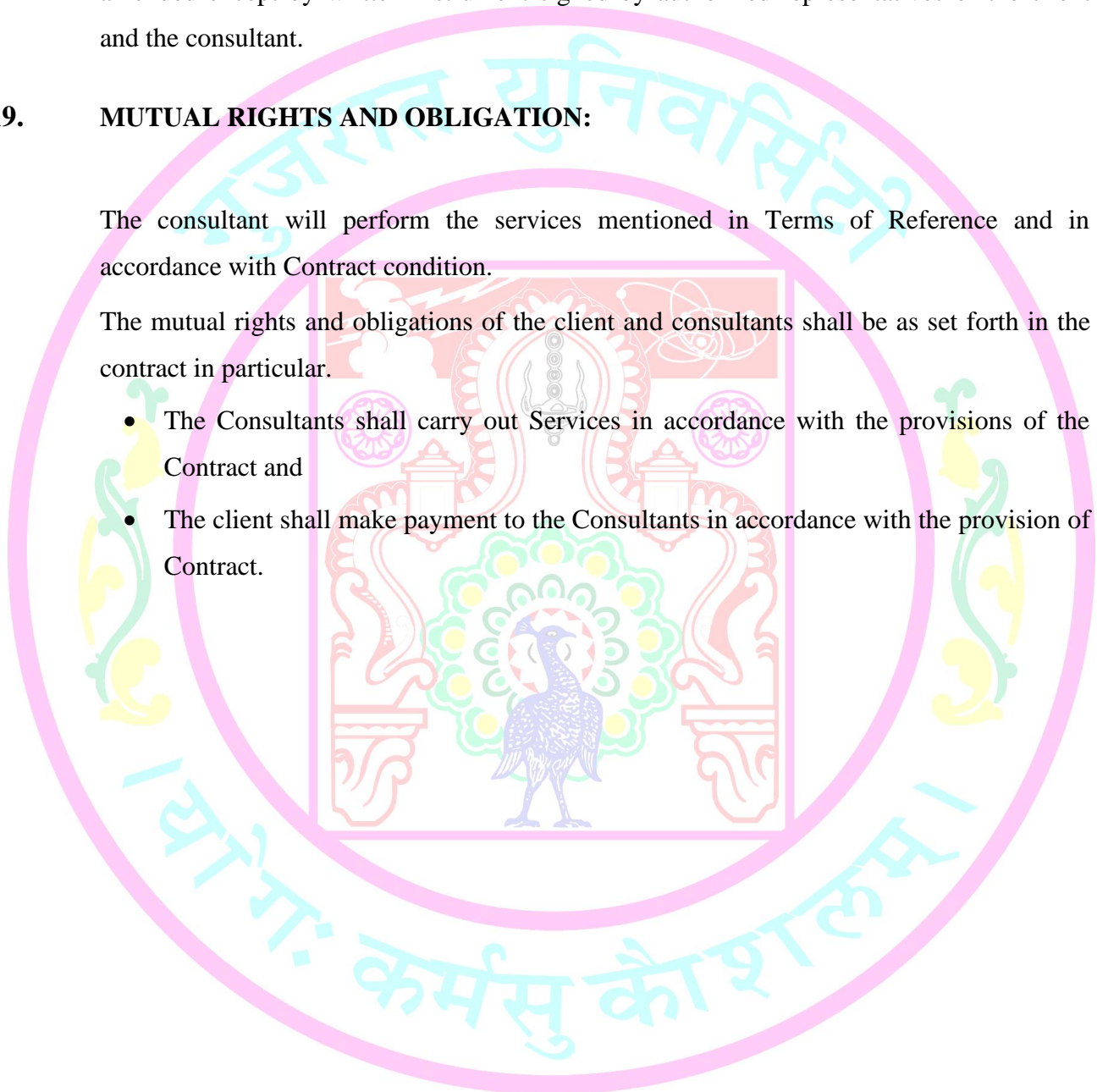
- The Consultant accepts the relationship of trust and confidence established between consultant and clients by this agreement. The consultant covenants with the client to furnish his best skills and judgment and cooperate with officers of the client and the contractor entrusted respectively with the planning and the construction of the Project and in furthering the interest of the client. Consultant agrees to assist achieving stipulated standard of quality and workmanship in the work and furnish efficient business administration on and technical dexterity and superintendence and to use his best efforts to complete the project in the most expeditious and economical manner consistent with the interests of the client.

18. EXTENT OF AGREEMENT:

- The agreement represent the entire agreement including annexure (s)/ document(s) and schedule (s) hereto between the client and the consultant and super edges all prior proposals, negotiations, representations or agreements. When drawing specifications and the contractor's contract documents are finally approved they shall not be modified) amended except by written instrument signed by authorized representatives of the client and the consultant.

19. MUTUAL RIGHTS AND OBLIGATION:

- The consultant will perform the services mentioned in Terms of Reference and in accordance with Contract condition.
- The mutual rights and obligations of the client and consultants shall be as set forth in the contract in particular.
 - The Consultants shall carry out Services in accordance with the provisions of the Contract and
 - The client shall make payment to the Consultants in accordance with the provision of Contract.



S



SECTION-III

**INSTRUCTION ON PREPARATION OF PRE-QUALIFICATION BID
(APPENDIX-II)**

Appendix - II

Instruction on preparation of Pre-Qualification bid

Pre-Qualification bid included following.

A	Pre-Qualification bid.
Appendix – B	Firms reference
Appendix – C	Comments and suggestions on the Terms of reference and on data services, and facilities to be provided by the Client.
Appendix – D	Description of the methodology and work plan for performing the assignment.
Appendix – E	Team composition and task assignments.
Appendix – F	Format of curriculum vitae of proposed Key professional staff
Appendix – G	Litigation history of firm.

APPENDIX – II
A: PRE – QUALIFICATION BID SUBMISSION FORM.

FORM : (Name of firm)

(Location, Date)

To :

The Registrar,
Gujarat University, Navrangpura,
Ahmedabad-380009.

Sub: Empanelment of Architect-cum-Project Management Consultancy (PMC) Services for Gujarat University

Dear Sir,

We the undersigned, offer to provide the consulting service for the above in accordance with your request for bid dated: _____

If selected to implement the service during the validity period of work, our bid is binding upon us and subject to the modification resulting from negotiation.

We understand you are not bound to accept any bid you receive.

We remain,

Yours sincerely,

Authorized Signature Name
and Title of Signatory
Name of Firm
Address

The consultant shall meet the following minimum criteria.

- The Architect/ Project Management Consultants should preferably have experience in handling projects rendering Architectural consultancy cum PMC for State Government/Central Government/ Public Sector Undertakings / State Universities/Municipal Corporations.
- The Architect cum Project Management Consultants should have a proper office infrastructure and existing running office at-least for 10 years in/around Ahmadabad city. Supporting document shall be provided.
- The Architect cum Project Management Consultant should have experience of having successfully completed major building works during last 5 years (Institutional/Public building work is preferable)
- As per the Council of Architecture, the owner or all partners of the bidding firm must have COA registration.
- The Architect/ Project Management Consultant satisfying the above criteria may apply in the prescribed format along with the following details:
 - Name, address and registration details of the Architect/ Project Management Consultant with details of key personnel.
 - Copy of the audited balance sheet for the last 3 years.
 - Details of maximum value of work done in single contract during the last 3 years. (Attach Certificate of Employer)
 - Details of in-house facilities available along with details of software being used.

PRE-QUALIFICATION CREITERIA

A. Technical Capability			
Sr. No.	Description	Marks	Max. Marks
1	Successful experience in Architect cum project management consultancy as a prime consultant as in completing at least one such type similar nature of work of institutional buildings, Campus development with allied services such as water supply, drainage, electricity, landscape, interiors etc. with project costing not less than Rs.200 crores. (Last 3 years)		10
2	Successful experience as a prime consultant in completing master planning of institutional campus having area not less than 150 Acre in last 3 years.	10	10
3	The consultant shall have Ave. Turnover of last three years.		10
3.1	More than 2.75 Cr	10	
3.2	2.25Cr to 2.75 Cr.	7.5	
3.3	1.75 Cr to 2.25 Cr.	5	
4	The owner or all partners of an Architects consulting firm must have COA registration		10
5	Relevant Experience of the Key Personnel		25
5.1	Sr. Architect - Min 20 years experience - 1 No	10	
5.2	Architect - Min 10 years experience - 1 No	5	
5.3	Structure Engineer – Min 10 years experience – 1 No	5	
5.4	Civil engineer - Min 05 years experience - 1 No	5	
6	The consultant must have License CAD software to prepare the design and drawings. Supporting document shall be submitted.		5
6.1	More than 10 No. License	5	
6.2	up to 10 No. License	2	
7	The Architect cum Project Management Consultants should have a proper office infrastructure in / around Ahmadabad city.		10
s7.1	Head office in Ahmedabad	10	
7.2	Head office outside Ahmedabad	5	
	Total - A		80
B. Presentation			
Sr. No.	Description	Marks	Max. Marks
1	Presentation of similar projects showing that the Architects/Consultants have understanding from concept to commissioning of the project	15	15
2	Proposed Methodology for the assignment	5	5
	Total-B		20

Total Technical Score			
Sr. No.	Description	Max. Marks	Min Marks
1	Technical Capability	80	70
2	Presentation	20	10
Total Technical Score		100	80

SELECTION PROCESS:

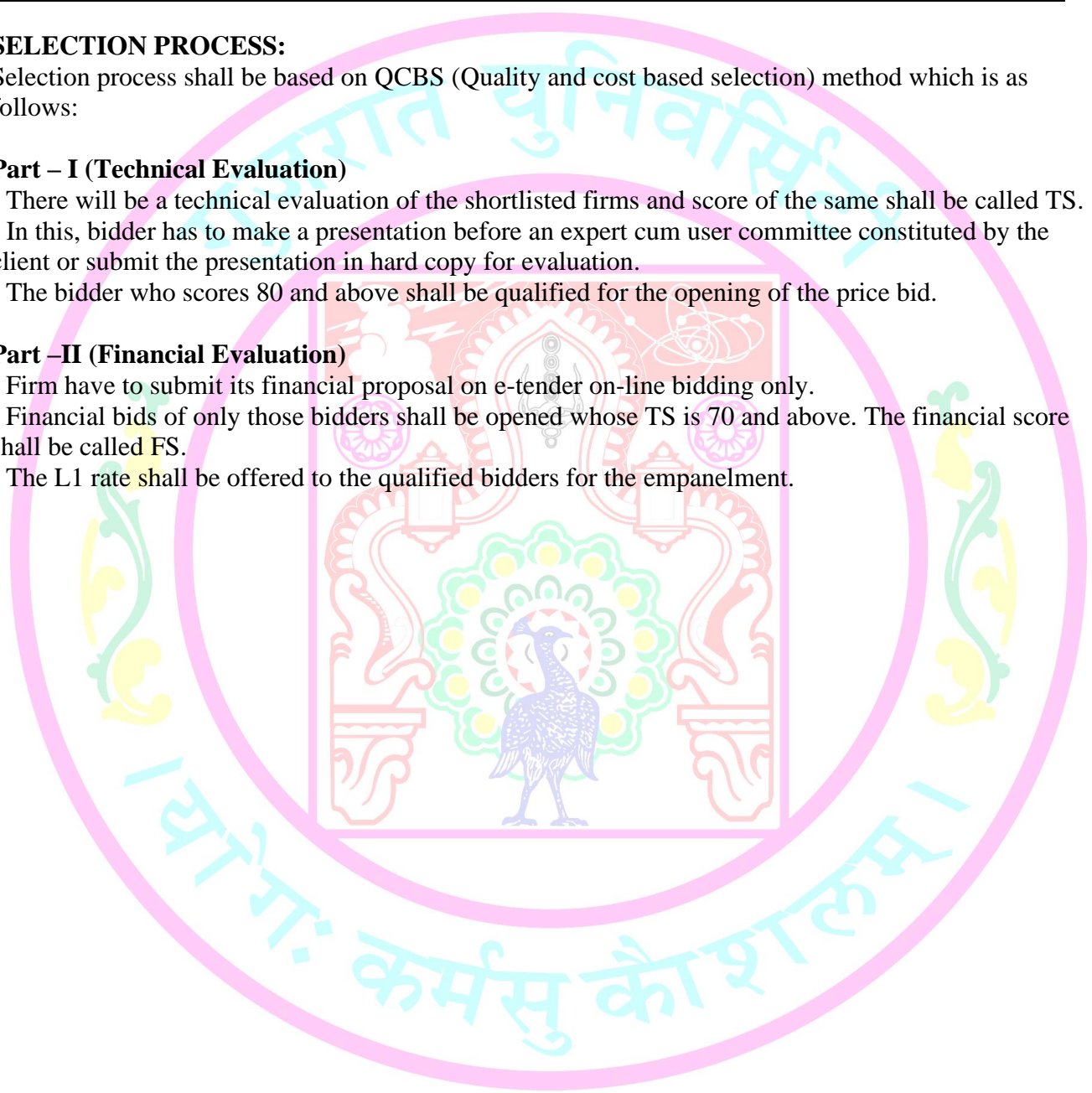
Selection process shall be based on QCBS (Quality and cost based selection) method which is as follows:

Part – I (Technical Evaluation)

- There will be a technical evaluation of the shortlisted firms and score of the same shall be called TS.
- In this, bidder has to make a presentation before an expert cum user committee constituted by the client or submit the presentation in hard copy for evaluation.
- The bidder who scores 80 and above shall be qualified for the opening of the price bid.

Part –II (Financial Evaluation)

- Firm have to submit its financial proposal on e-tender on-line bidding only.
- Financial bids of only those bidders shall be opened whose TS is 70 and above. The financial score shall be called FS.
- The L1 rate shall be offered to the qualified bidders for the empanelment.



FORM-1

STRUCTURE AND ORGANIZATION		
1.00	Name and Address of applicant.	
2.00	Contact details	
	Telephone No.	
	Mobile No.	
	E-Mail	
3.00	Year of Establishment	
4.00	Legal status of the applicant (attach copies of original documents defining the legal status) The applicant is: a. An individual b. A Proprietary Firm c. A firm in partnership d. A Limited Company	
5.00	Designation of individuals authorized to act for the organization	
6.00	Details of Registration/Membership with the council of architecture (attach copy)	
7.00	Has the applicant, or any constituent partner in case of partnership firm, has any pending litigation in the name of his organization? If so give details.	
8.00	Other details: a) PAN No. b) GST Details (Copies to be enclosed)	[Enclose copy of PAN NO & GST Registration Certificate]

FORM-2

DETAILS OF SIMILAR WORKS COMPLETED DURING LAST 3 YEARS						
Sr.No.	Name of Work	Scope of services	Cost of Project	Date of Start	Date of Completion	Name & Address of the Client (contact no.)

Supporting Documents shall be submitted.

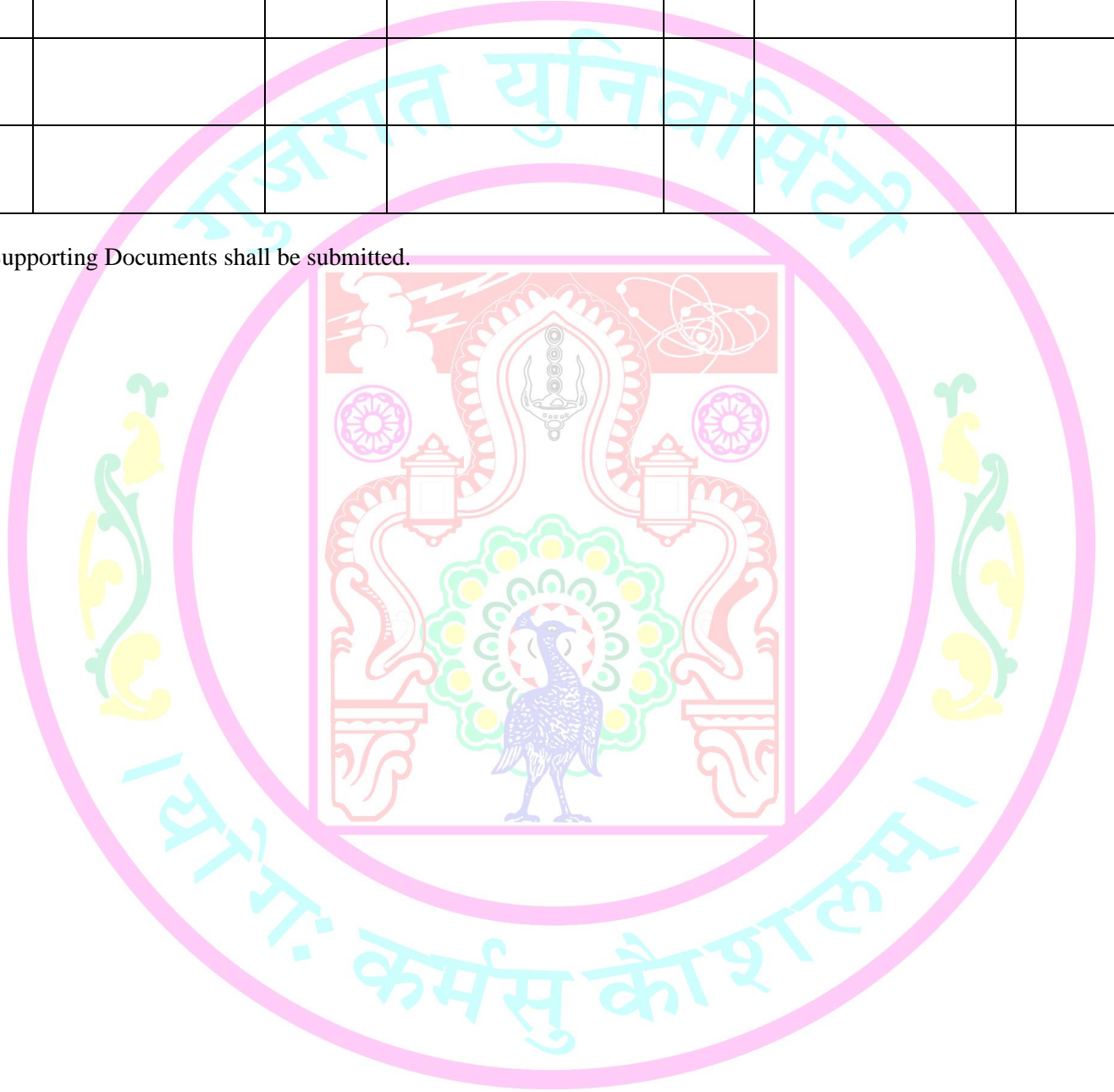


FORM-3

SIMILAR BUILDING WORK ASSIGNMENTS ON HAND
--

Sr. No.	Name & Title of the project giving name of state and location	Estimated cost of the Project (Rs in Crores)	Name and address of the client	Date of Award	Brief of type and nature of services provided	Remarks

Supporting Documents shall be submitted.



FORM-4

LITIGATION HISTORY OF FIRM.

Sr. No.	Particulars and litigation/case	Result

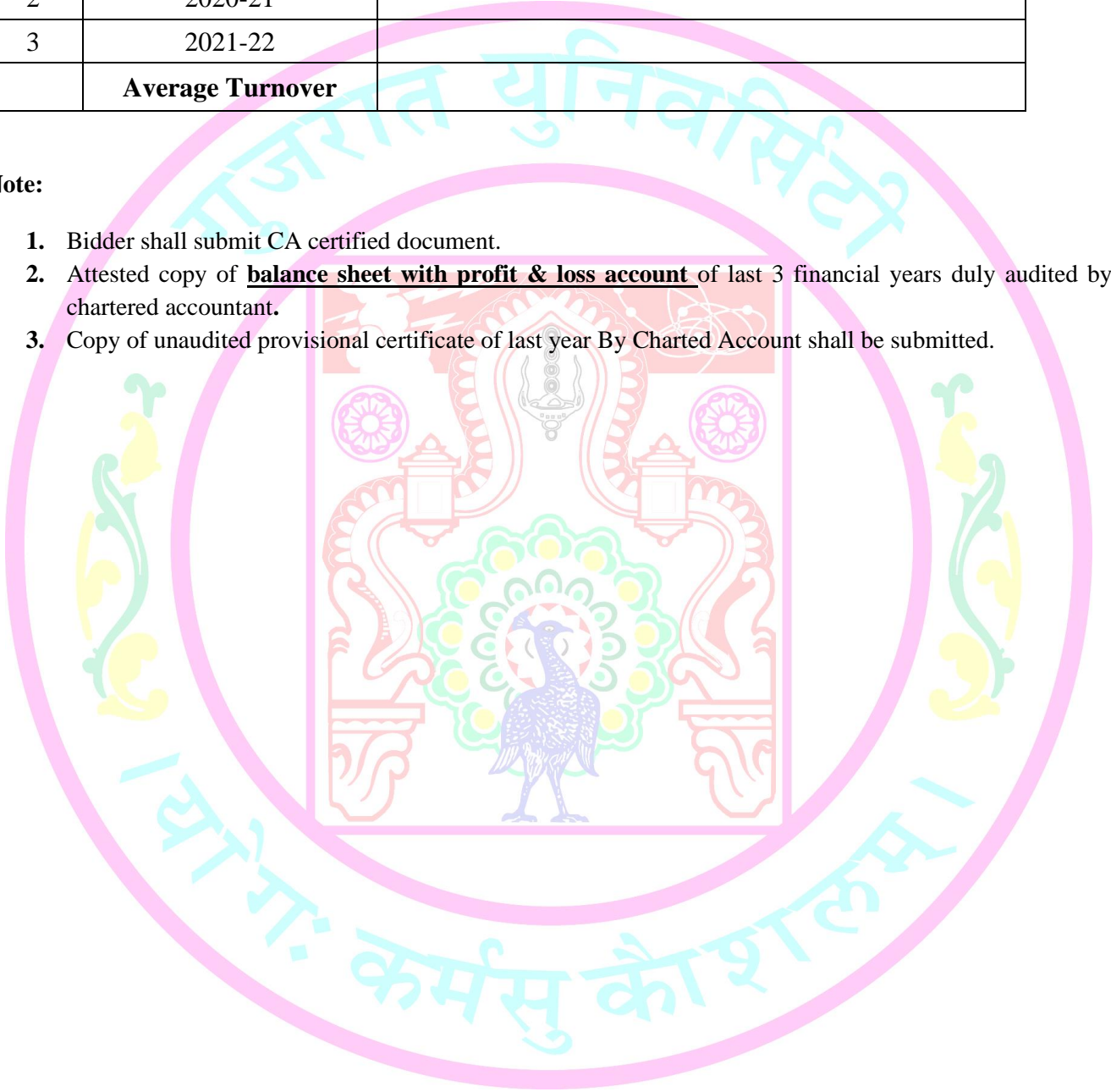


FORM-5

Turnover Details of Firm		
Sr. No.	Year	Turnover (in Rs. (Lakhs))
1	2019-20	
2	2020-21	
3	2021-22	
	Average Turnover	

Note:

1. Bidder shall submit CA certified document.
2. Attested copy of **balance sheet with profit & loss account** of last 3 financial years duly audited by chartered accountant.
3. Copy of unaudited provisional certificate of last year By Chartered Account shall be submitted.



FORM: 6
TEAM COMPOSITION AND TASK ASSIGNMENTS

1 Key Technical Staff

Sr. No.	Name	Key Personnel (Designation)	Qualification	Experience	Remarks
1	2	3	4	5	6
1					
2					
3					
4					
5					
”					
”					

2 Support Staff.

Sr. No.	Name	Position	Task
1	2	3	4
1			
2			
3			
4			
5			
”			
”			

FORM-7

FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY PROFESSIONAL STAFF.

Proposed Position _____

Name of firm _____

Name of Staff _____

Profession _____

Date of Birth _____

Years with firm / Entity : _____ **Nationality :** _____

Key Qualification

(Give an outline of staff member's experience and training most pertinent to tasks on assignment, Describe degree of responsibility held by staff member on relevant previous assignment and give dates and location. Use about half a Page)

.....

Education

(Summarize college / university and other specialized education of staff member, giving names of school's dates attended and digress obtained. Use about quarter of a Page.)

.....

Employment record

(Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of actives performed and client references where appropriate. . Use about three quarter of a Page.)

Languages :

(For each language indicate proficiency: excellent, good, fair or proof in speaking, reading and writing.)

.....

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly described me, my qualifications and my experience.

_____ Date : _____

(Signature of staff member and authorized representative of the firm)

Day / Month / Year

Full name of Staff Member : _____

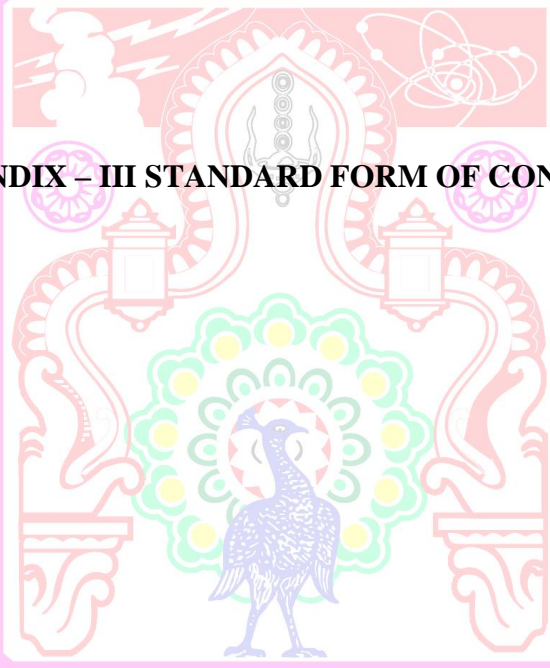
Full name of authorized representative : _____

Note : It is advised to attach Summary sheet with supporting documents of CV for key staff indicating (a) Qualification (b) total experience (c) relevant experience in Nos. of months.

ગુજરાત યુનિવર્સિટી

SECTION-IV

APPENDIX – III STANDARD FORM OF CONTRACT



। यो गः कर्मसु कौशलम् ।

CONTRACT FOR CONSULTANCY SERVICES

THIS CONTRACT, (hereinafter together with the seven articles attached hereto called the contract) is made on the day of _____ 2022 between the _____ (hereinafter called the client) and _____ (And association with _____) hereinafter (Jointly) called the consultant) on the other part (Not with standing such association, the consultant will be represented here under at all times by _____ who will retain full and undivided responsibility for the performance of obligations hereunder and for the satisfactory completion of the consultancy services to be performed hereunder.)

(a) The client has requested the consultant to provide consulting services (Hereinafter called the services) necessary for the effective implementation of the Project.

(b) The consultant has agreed to provide the service on the terms and conditions set forth in this contact.

NOW THEREFORE the parties hereto hereby agree as follows.

ARTICLE – 1

Services

1.1 The Service of the consultant shall perform the service under this contract in accordance with the terms of reference set forth in appendix a hereto.

1.2 Commencement Date

The consultant will commence the service as soon as possible but not later than 8 days after the client has given notice to the consultant to proceed with the service for particular work.

ARTICLE – 2

Personnel

2.01 Personnel

(a) The service shall be carried out by the personal specified in Appendix–I here of (Hereinafter called the personnel) for the respective periods of the time indicated therein. The consultant may with the prior approval of the Client, make minor adjustments in such periods as may be appropriate to ensure the efficient performance of the services, provided that such adjustments will not cause payments made under the contract to exceed the cost estimates referred to in section 3.01.

(b) Except as the client may otherwise agreed, no changes shall be made in the personnel. If for any reason beyond the reasonable control of the consultant it becomes necessary to replace any of the personal, the consultant shall forth with provide as a replacement, a person of equivalent or better qualification.

(c) In the event that any person specified in Appendix – I (C) is found by the client to be incomplete net in discharging his assigned duties, the client may request the consultant to forthwith provide as a replacement a person with qualifications and experience acceptable to the client.

ARTICLE – III Payment to the Consultant

3.1 Payment to the Consultant in local Currency:

The Client shall pay off reimburse to the consultant in Indian Rupees in respect of the Services

(a) Cost of such items as may be required for the purpose of the service and for which the client may subsequently agree are eligible for reimbursement hereunder.

3.2 Additional work:

If, in the opinion of the Client, it is necessary to carry out any work outside of the terms of reference for the purpose of the project in addition to the services, such additional work may be carried out with the prior concurrence of client. The consultant, with the prior authorization of the client, shall carry out such additional work and charge shall be decided mutual understanding.

ARTICLE – IV

4.01 Access to land

The client warrants that the consultant shall have free of charge, unimpeded to all land in respect of which access is required for the performance of the service. The consultant will be responsible for any damages to such land or any property thereon resulting from such access and will indemnify the Government in respect of liability for any such damage.

ARTICLE – V

Undertaking of the Consultant

5.1 General standard of performance by the consultant.

(a) The consultant shall carry out the services with due diligence and efficiency and shall exercise such skill and care in the performance of the services as is consistent with recognized professional standards.

(b) The consultant shall act at all times so as to protect the interest of the client and will take all reasonable steps to keep all expenses to a minimum consistent with sound (Engineering) practices.

5.2 Information :

The consultant shall furnish the client such information relating to the service and the project as the client may from time to time reasonably request.

5.3 Assignment sub contractors:

(a) Except with the prior written approval of the client the consultant shall not assign or transfer the contract of any part thereof nor engage any independent consultant or sub contractor to perform any part of the service.

(b) The approval by the client to the assignment of any part of the contract of the engagement by the consultant of independent consultants of sub- contractors to perform any part of the services shall not relieve the consultant of any of its obligation under the contract.

(c) In the event that any such independent consultant or sub contractor is found by the client to be incompetent in discharging his assigned duties, the client may request the consultant forthwith either to provide as a replacement, as consultant of sub-contractor with qualifications and experience acceptable to the client to resume the performance of the service itself.

5.4 Confidentiality:

Except with the prior written consent of the client the consultant and the personal shall not at any time communicate to any person or entity any confidential information disclosed to them for the purpose of the service discovered by them in the course of the services not shall the consultant or the personnel make public information as to the recommendation formulated in the course of or as a result of the service.

5.5 Prohibition on association.

The consultant agrees that during and after the conclusion of termination of this contract, the consultant limits its role under the projects to the provision of the services and hereby disqualifies itself and any other contractor, consulting Engineer or manufacturer with which the consultant is associated or affiliated from the provision of goods or services in any capacity for the project including bidding for any part of the project except as the client.

5.6 Prohibition on conflicting Activities.

The member of the personnel assigned to the contract shall engage directly or indirectly, either in his name or through the consultant in any other business or professional activities other than the performance of his assignment under this contract.

5.7 Independent contractor.

Nothing contained herein shall be considered as establishing or creating between the client and the consultant the relationship of master and servant or principal and agent, it being understood the position of the consultant and of any one else performing the services is that of the independent contractor.

5.8 Indemnification's

(a) Consultant shall indemnify, protect and defend at consultant's own expense, client and its agents and employees, from and against any and all actions, claims, losses or damages arising out of any violation by the Consultant or in the course of the services of any legal provisions, or any rights of third parties, in respect of literary property rights, copy rights, or patents.

(b) Consultant shall indemnify, protect & defend at consultant's own expense, client and its agents and employees, from and against any and all actions, claims, losses or damages, arising out of consultant's failure to exercise the skill and care required under section 5.01 (a) provided however.

That the ceiling on consultant's liability under this section 5.10 (b) shall be limited to 10% of total fee. Except that such ceiling shall not apply to actions, claims losses or damages caused by consultant's gross negligence or reckless conduct.

(c) In addition to any liability consultant may have to under section 5.10(b) at its own cost and expense, upon request of client re-perform the services in the event of consultant's failure to exercise the skill and care required under section 5.01(a).

(d) Anything in section 5.10 (b) or 5.10 (c) to the contrary notwithstanding, the consultant shall have no liability whatsoever for actions, claims, losses or damages occasioned by (I) client's overriding a decision or recommendation of consultant of requiring consultant to implement a decision of recommendation with which consultant does not agree, or (ii) the improper execution of consultant's instructions by agents, employees or independent contractor of client.

5.9 Laws and regulation of India.

The consultant shall respect and abide by all applicable laws and regulations in Gujarat and shall use its best efforts to ensure that the personnel and their dependents shall respect and abide by all laws and regulations in Gujarat.

5.10 Proprietary rights of the client in reports and records all reports and relevant data such as maps, diagrams plans statistics and supporting records of materials completed or prepared in the course of the service shall be confidential and shall be the absolute property of the client. The consultant agree to deliver all these materials to the client up on completion of this contract, the consultant may retain a copy of such data but shall not use the same for purpose unrelated to this contract without prior written approval of the client.

5.11 Reports

All reports and recommendation and general correspondence from the consultant to the client and all documents prepared by the consultant under this contract shall be in the English language.

5.12 Notice of delay

In the event that the consultant encounters delay in obtaining the required services of facilities set forth in Appendix – II (C) for the conduct of the service, the consultant shall promptly notify the client of such delay, and may request an appropriate extension of time for completion of the services.

5.13 Contractual Ethics.

No fees, gratuities, rebate, gifts, commissions or other payments, other than those shown in the bid or the contract, have been given or received in connection with the selection process or in the contract execution.

ARTICLE – VI

General Provisions.

6.1 Suspension

If any of the following events shall have happened and be continuing, the client may with 15 days prior written notice to the consultant suspends in whole or in part payment due thereafter to the consultant under the contract and forfeit the 5% defect liability deposits.

- (a) A default shall have occurred on the part of the consultant in the execution of the contractor.
- (b) Any other condition which has arisen which in the reasonable opinion of the client, interferes, or threatens to interfere, with the successful carrying out of the project or the accomplishment of the purpose of the contract.

6.2 Termination of the contract by the client.

- (a) If any of the following events shall have happened and the continuing, the client may be written notice to the consultant terminate the contract.
- (b) Any of the condition referred to in article 6.1 shall continue for a period of fifteen (15) days after the client shall have given written notice to the consultant of suspension of payment to the consultant under the contract.

6.3 Up on terminate of the contract under section 6.2 (a) receipt of notice of termination the consultant shall take immediate steps to terminate the service in a prompt and orderly manner and reduce losses and to keep further expenditures to a minimum.

6.4 Settlement of dispute

Any dispute of difference arising out of the contract which cannot be amicably settle between the parties shall be referred to the arbitration. In case of all the disputes, decision of The Vice chancellor, Gujarat University shall be final and binding to the bidder. The Vice chancellor, Gujarat University shall be the sole Arbitrator. The decision given by tribunal shall be binding to both the parties. The legal jurisdiction shall be Ahmedabad only

6.5 Force Majure.

- (a) If either party is temporarily unable by reason of "Force Majure" to meet any of its obligations under the contract, and if such party gives to the other party written notice of the even within fourteen (14) days after its occurrence, such obligation of the party as it is unable to perform by reason of the event shall be suspended for as long as the liability continuous.

(b) Neither party shall be liable to the other party for loss of damage sustained by such other party arising from any event referred to in section 6.0 (a) or delays arising from such even.

(c) The term “Force Majure” as employed herein shall means acts of God, wars, landslides, earthquakes, storms, floods, and any other similarevents not within the control of either party and which by the exerciseof due diligence neither party is able to overcome.

6.6 Variation of contract.

sThe contract may be varied by agreement between the parties. All such variations, including variations in the cost estimates and in the amount specified in section 3 shall be in writing signed by the duly authorized representatives of the parties.

ARTICLE – VII

Effective Date. Miscellaneous

7.1 Effectiveness

The contract shall become effective upon the date notice is given to proceed with the services under section 1.02 and shall be in full force until the completion of original work and all payments therefore have been completed and at such time the parties hereto shall be mutually released from all obligations hereunder.

7.2 Authorized representative:

Any action required or permitted to the taken, and document required orpermitted to be executed, under this contract may be taken or executed on behalf of the consultant by the team leader or his designated representative and on behalf of the client by the Registrar, Gujarat University, Ahmedabad.

7.3 Note of Request:

Any notice or request required permitted to be given or made under this contract shall be in writing in the English language such notice or requested shall be deemed to be duly given of made when it shall have been delivered by hand, mail or cable to the party to which it is requiredto be given or made at such party’s address specified below or at such other address as either party may specify in writing.

For the Client :

Name : Registrar

Address : Gujarat University,

Navrangpura,

Ahmedabad – 380 009.

Phone : 079-2630 3762

For the consultant :

Name :

Address :

Cable :

Telex :

In witness whereof, the parties hereto have caused this contract to be signed their respective names as of the day and year first above written.

FOR END ON BEHALF OF
(CLIENT)

FOR END ON BEHALF OF
(THE CONSULTANT)





PRICE BID
(Volume – II)

APPENDIX – IV

STANDARD FORM PRICE BID – STANDARD FORMS

Appendix – IV A

Price Bid Submission form

Appendix – IV B

Instruction for preparation of Price bi

APPENDIX – IV
A: PRICE BID SUBMISSION FORM.

FROM: (Name of firm)

(Location, Date)

To :

The Registrar,

Gujarat University,

Navrangpura, Ahmedabad.

Ph.:079-2630 3762

Ladies / Gentleman

**Sub : Empanelment of Architect-cum-Project Management Consultancy (PMC)
Services for Gujarat University**

We the undersigned, offer to provide the consulting service for the above in accordance with your request for bid Dt. _____ and our attached price bid for the same is _____ % (_____ Percent) of the total executed project cost. This amount is inclusive of all taxes, duties, fees levies and other charges imposed under the applicable law, on the consultant excluding GST.

If selected to implement the service during the validity period of the work, our bid is binding upon us and subject to the modifications resulting from contract negotiations.

We understand that, in competing for (and if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of corruption Act.1988."

We understand you are not bound to accept any bid you receive.

We remain,

Name and Title of Signatory

Name of Firm & Address

Yours sincerely,

Authorized
Signature

Appendix – IV B

PRICE BID CONTENTS

Instruction for preparation of price bid

Price bid shall include following:

- Price bid shall include remuneration & per-diem of key personnel as well as supporting staff.
- Price bid shall include expenses for accommodation for offices / staff etc.
- Price bid shall include transportation cost to perform the service as per TOR.
- Price bid shall include all taxes /service charges etc. As per Govt. rules time to time excluding GST.
- Price bid shall include over head / out of pocket expenses.
- Price bid shall include the cost of tools, plants & equipment required to perform the services as per TOR.

