

CHHATTISGARH SWAMI VIVEKANAND TECHNICAL UNIVERSITY

NORTH PARK AVENUE SEC. 8 BHILAI 490009 CHHATTISGARH

**Selection of Technical Consultant For
Comprehensive Architectural And Engineering
Services For**

**CHHATTISGARH SWAMI VIVEKANAND TECHNICAL UNIVERSITY
CAMPUS**

AT BHILAI DISTT. DURG (C.G.)

RFP Document Prepared by RFP Committee

13 May 2016

DISCLAIMER

The request for proposal document contains two volumes

Volume I	Instruction to Bidders
Volume II	General Conditions of contract

The information contained in the Request for Proposal document (“RFP”) or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the University or any of their employees or advisers, is provided to Bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

The RFP is not an agreement and is neither an offer nor invitation by the University to the prospective Bidders or any other person. The purpose of the RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. The RFP includes statements, which reflect various assumptions and assessments arrived at by the University in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. The RFP may not be appropriate for all persons, and it is not possible for the University, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses the RFP. The assumptions, assessments, statements and information contained in the RFP, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in the RFP and obtain independent advice from appropriate sources.

Information provided in the RFP to the Bidders is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The University accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The University, its employees and advisers make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in

the RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the

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“Chhattisgarh Swami Vivekanand Technical University Campus” at Bhilai C.G.*

RFP and any assessment, assumption, statement or information contained therein or deemed to form part of the RFP or arising in any way in this Selection Process.

The University also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the statements contained in the RFP.

The University may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in the RFP.

The issue of this RFP does not imply that the University is bound to select a Bidder or to appoint the Successful Bidder / Technical Consultant, as the case may be, for the Consultancy and the University reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the University or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidder and the University shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

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Chhattisgarh Swami Vivekanand Technical University Bhilai (CSVТУ)

North Park Avenue Sec. 8 Bhilai-490009

Ph: 0788-2261311 Fax 0788-2261411

Website: www.csvtu.ac.in and email: registrar@csvtu.ac.in

**Notification for RFP Selection of Technical Consultant For Comprehensive
Architectural And Engineering Services For CSVТУ
No.: 53 /CSVТУ/Admin/2016, Date 31.5.16**

Request for Proposal for Appointment of Consultants For Comprehensive Architectural & Engineering Services

CSVТУ invites Request for Proposal (RFP) from qualified and experienced firm for providing Comprehensive Architectural & Engineering services for the Chhattisgarh Swami vivekanand Technical University campus at Newai Bhata Bhilai (C.G.) (Campus Layout Planning & Designing of Buildings in the Phase I. The term & conditions are available on website www.csvtu.ac.in Interested parties may download the tender form (along with terms & conditions) from the website or collect the same from office of the CSVТУ, Bhilai by paying Rs. 1000.00 each. The application fee shall be accompanied with downloaded form in the form of Demand Draft drawn in favour of Registrar, CSVТУ, Bhilai. The demand Draft shall be prepared from a nationalized bank & shall be payable at Bhilai.

S.No.	Event Description	Date	Time	Place
1	Date for sale of tender document	3.6.2016	12.00 PM on wards	CSVТУ, Office North Park Avenue Sector -8 Bhilai
2	Last date for receiving queries (Before submission)	13.6.2016	12.00 Noon	
3	Pre-bid meeting	13.6.2016	2.00 PM	
4	Last date of Amendment	15.6.2016	5.00 PM	
5	Last date for submission of bid	19.7.2016	2.00 PM	
6	Opening of Technical Proposal	19.7.2016	3.00 PM	
7	Short listing of the firms for presentation	20.7.2016	2.00 PM	
8	Technical Presentation by short listed firms	29.7.2016	2.00 PM	
9	Opening of financial bid of selected firm	1.8.2016	4.00 PM	

General condition:-

The eligibility conditions, selection procedure, bid documents can be downloaded from www.csvtu.ac.in Any Modification/Amendment/Corrigendum, if any, shall not be sent to individual or advertised in the newspapers but shall be posted in the website only.

All the documents & Information shall be submitted through speed post/ Registered post. So as to reach the office of under signed on or before dated 19.07.2016 by 2.00 PM hour. Any documents received after the last date and time will not be entertained.

Registrar
CSVТУ, Bhilai

SECTION - I

1. INTRODUCTION

1.1. Project Background and Objectives

1.1.1. Chhattisgarh Swami Vivekanand Technical University (“CSVТУ”) intends to develop their Campus and Design of layout Plan & all Building of the Campus at Bhilai Newai Bhata Distt. Durg (C.G.). The Campus has to be a modern, hi-tech institution energy efficient building, zero water use and with all good facilities.

1.1.2. Details of the plot identified for this department is as follows

Sub Projects	Total Land area (Acre)	Maximum permissible FAR	Approximate Build Up area (Sq M)	Maximum Height allowed
Campus Layout Planning & Designing of Phase I Buildings with architectural and Engineering services in the Campus for CSVТУ	130.00 acres (excluding water body area of 120 acre)	As per T&CP	As per Design Requirement in annexure I	As per T& CP Norms

Note: The design brief and site plan are given in annexure I and II respectively in the document. The master plan (showing internal road, parking, external electrification, natural and artificial water bodies drainage, sanitation, etc.) shall be prepared for the total area of 130.00 acres. Concept plan of individual building to be done for Phase I. Other area shall be planned for future expansion purpose. Approximate cost of project is Rs./- . (which shall be based on CSR of CGPWD 215 i.e. @ Rs. 15,000 per sqmt. Of ground floor and Rs. 12,000 per sqmt of upper floor)

1.1.3. The proposed Campus Planning has to be designed on energy efficient design principle and as per applicable byelaws.

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- 1.1.4 The proposed design should full fill the requirement of CSVTU for this Campus & all Building requirements, with appropriate basic amenities. Block design in the form of concept plan, elevations, section etc., with adequate parking requirements shall be done. The proposal shall be restricted only for the first phase of the development as per the requirement of the respective department as detailed out in the Scope of Work.
- 1.1.5 An experience of similar type of campus/ buildings will be given additional remark to bidders.
- 1.1.6. With the aforesaid objective, CSVTU invites proposals in prescribed format from Architectural firms/ Consultant for selection of consultant (“Technical Consultant”) for providing Comprehensive Architectural & Engineering services for Chhattisgarh Swami Vivekanand Technical University Campus and Design of layout Plan & all Building campus at Bhilai, Distt. Durg (C.G. (“the Project”)
- 1.1.7. Applicants are invited to submit a (“Proposal) comprising of the technical proposal (“Technical Proposal”) and a financial proposal (“Financial Proposal”) for providing consultancy services required for the Project. Those Applicants that submit the Proposal shall be called Bidders. The Proposal would form the basis of selection of the Bidders. The successful Bidder shall be called Technical Consultant. After selection a letter of award would be sent to the Technical Consultant and signing of the Service Agreement between the University and the Technical Consultant for providing the Services is envisaged.
- 1.1.8. The Scope of work (SOW) for the Project has been set out in Section II.
- 1.1.9. A single Consultant will be selected for project mentioned above.
- 1.1.10. CSVTU also reserves right to defer the signing of agreement for given project, subject to the condition that the period of the deferment shall not exceed more than two years from the date of notice of acceptance of the project. In case the period of deferment exceeds more than two years the financial offer and time shall be modified with mutual consent with CSVTU.
- 1.1.11. The University shall receive Proposals pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by the University (collectively the "Bidding Documents"), as modified, altered, amended and clarified from time to time by the University, and all Proposals shall be prepared and submitted in accordance with such terms.

1.1.12. The statements and explanations contained in this RFP are intended to provide a proper understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Technical Consultant set forth in the Agreement or the University's rights to amend, alter, change, supplement or clarify the scope of work, to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by University.

1.2. The Bidding process

1.2.1. The University has adopted a single stage bidding process in three cover system. The Bidders are required to submit their proposal through Key Submissions (Cover -1), Technical Proposal (Cover – 2) and Financial Proposal (Cover – 3) and if financial Proposal bet open than submission will be rejected.

1.2.2. During this Proposal Stage, Bidders are invited to visit the site and examine the parameter and scope of work in detail, and to carry out, at their cost, such type of technical university campus studies or have experiences consultant will be consider for Technical evaluation as may be required for submitting their respective Proposals for the Project.

1.2.3. Any queries or request for additional information concerning this RFP shall be submitted in writing or by fax and e-mail to CSVTU. The envelopes/ communication shall clearly bear the following identification/ title: “Chhattisgarh Swami Vivekanand Technical University Campus (Campus Layout Planning & Design of all Building in the Campus) at Bhilai, Distt. Durg (C.G.).

2. INSTRUCTION TO BIDDERS

A. GENERAL

2.1. General terms of Bidding

- 2.1.1. An Applicant can submit only one Proposal.
- 2.1.2. The Bidder should submit a Power of Attorney as per the format at **Appendix – II**, authorising the signatory of the Proposal to commit the Bidder.
- 2.1.3. The Financial Proposal should be furnished in the format at **Appendix - IV**
- 2.1.4. The Proposal and all communications in relation to or concerning the Bidding Documents shall be in English language.
- 2.1.5. The Bidding Documents including this RFP and all attached documents are and shall remain the property of the University and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Proposal in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Proposal. The University will not return any Proposal or any information provided along therewith.
- 2.1.6. This RFP is not transferable.
- 2.1.7. Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the General Conditions of Contract shall have overriding effect;

2.2. Cost of Bidding

- 2.2.1. The Bidders shall be responsible for all the costs incurred by them, associated with the preparation of their Proposal and their participation in the Bidding Process. The University will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.3. Site visit and verification of information

- 2.3.1. Bidders are encouraged to submit their respective Proposal after visiting the site and any other matter considered relevant by them.

2.3.2. It shall be deemed that by submitting a Proposal, the Bidder has:

- a. made a complete and careful examination of the Bidding Documents;
- b. received all relevant information requested from the University;
- c. acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the University relating to any of the matters above;
- d. satisfied itself about all matters, things and information necessary and required for submitting an informed Proposal, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations there under;
- e. acknowledged agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the University, or a ground for termination of the Service Agreement; and
- f. Agreed to be bound by the undertakings provided by it under and in terms hereof.

2.3.3. The University shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP, the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by the University.

2.4. Right to accept and to reject any or all Bids

2.4.1. Notwithstanding anything contained in this RFP, the University reserves the right to accept or reject any Proposal or to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore.

- **No Joint venture or consortium is permissible for this RFP.**

2.4.2. The University reserves the right to reject any Proposal and appropriate the Evaluation charges if:

- a. At any time, a material misrepresentation is made or uncovered, or

- b. The Bidder does not provide, within the time specified by the University, the supplemental information sought by the University for Evaluation of the Bid.
 - c. Such misrepresentation/ improper response shall lead to the disqualification of the Bidder.
- 2.4.3. In case it is found during the evaluation or at any time before signing of the Service Agreement or after its execution and during the period of subsistence thereof, that one or more of the conditions have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Technical Consultant either by issue of the LOA or entering into of the Service Agreement, and if the Bidder has already been issued the LOA or has entered into the Service Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the University to the Bidder, without the University being liable in any manner whatsoever to the Bidder or Technical Consultant, as the case may be. In such an event, the University shall forfeit and appropriate the Evaluation charges in accordance with the conditions in the RFP
- 2.4.4. The University reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP. Failure of the University to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the

University there under.

- 2.4.5. The General Conditions of contract (Volume II) are provided by the University as part of the Bidding Documents shall be deemed to be part of this RFP.

2.5. Clarifications

- 2.5.1. Bidders requiring any clarification on the RFP may notify the University in writing or by fax and e-mail to the address in accordance with Clause 2.8.5. They should send in their queries before the date mentioned in the Schedule of Bidding Process specified in Clause 1.3 the University shall endeavour to respond to the queries within the period specified therein. The responses will be sent by fax or e-mail. The University will forward all the queries and its responses thereto, to all Bidders without identifying the source of queries.
- 2.5.2. The University shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the University reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the University to respond to any question or to provide any clarification.
- 2.5.3. The University may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the University shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by University or its employees or representatives shall not in any way or manner be binding on the University.

2.6. Amendment of RFP

- 2.6.1. At any time prior to the deadline for submission of Proposals, the University may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda.
- 2.6.2. In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the University may, at its own discretion, extend the Proposal Due Date.

B. PREPARATION AND SUBMISSION OF BIDS

2.7. Format and Signing of Proposals

- 2.7.1. The Bidder shall provide all the information sought under this RFP. The University will evaluate only those Proposals that are received in the required formats and complete in all respects.
- 2.7.2. The Proposal shall be typed or written in indelible ink and signed by the authorised signatory of the Bidder who shall also initial each page, in blue ink. All the alterations, omissions, additions or any other amendments made to the Proposal shall be initialled by the person(s) signing the Bid.

2.8. Sealing and Marking of Proposal

- 2.8.1. The Bidder shall submit the Proposal in the format specified in section 3 (format I,II,III,IV) and seal it in envelopes.
- 2.8.2. The documents accompanying the Proposal shall be placed in separate envelopes and marked as indicated below. The Proposal submission shall include:

Envelope 1: “Key Submissions”

- a. Letter of Proposal in the prescribed format (**Appendix I**);
- b. Evaluation charges in the prescribed format (2.15.1)
- c. Power of Attorney for signing of in the prescribed format (**Appendix – II**);
- d. A copy of the General conditions of contract with each page initialed by the person signing the Proposal in pursuance of the Power of Attorney referred to in Clause (c) Hereinabove.

Envelope 2: “Technical Proposals”

- a. Technical Proposal as per **Appendix –III**
- b. Self attested copy of qualification of principal architect must be attached (B.Arch,

registration with C.O.A.)

- c. Presentation of the submitted drawing (of campus in building and Phase I) in front of selection committee is the essence of selection procedure of Technical Consultant. Non presentation of the proposal (campus & building drawing) will summarily disqualify the bidder.

Envelope 3: “Financial Proposals”

- a. **Proposals** consisting of the Bidders’ financial offer for the Project in the format set out in **Appendix IV** of this document. The Financial Proposal shall be quoted inclusive of local office cost, site visits, travel, documentation, lodging Universitying and inclusive of service tax and other taxes etc .
 - b. The financial proposal shall be inclusive of all out of pocket expenses incurred by the Consultant towards Local site office, site visits, travel, documentation and communication etc., taxes, royalties, fees and Evaluation charges including service tax as applicable except those as prescribed in this RFP.
 - c. The University reserves the right to reject any Financial Proposal which is non-responsive.
- 2.8.3. The bidder shall also submit true copies of the documents (comprising Key Submissions and technical proposal) accompanying the Proposal, as specified in Clause 2.8.2, in soft version in PDF format in CD Rom. The CD shall be placed in a separate sealed envelope marked as “Copy of Documents”.
- 2.8.4. The three envelopes specified in Clauses 2.8.2 shall be placed in an outer envelope, which shall be sealed. Each of the three envelopes shall clearly bear the following identification:

“Proposals for the Selection of consultant (“Technical Consultant”) for providing Comprehensive Architectural& Engineering___services for Chhattisgarh Swami Vivekanand Technical University Campus at Bhilai Distt,Durg(Campus Layout Planning & Desiging of all Building of Phase I in the Campus) (“the Project”). and shall clearly indicate the name and address of the Bidder. In addition, the **Proposals** Due Date should be indicated on the right hand top corner of each of the envelopes.

2.8.5 Each of the envelopes shall be addressed to:

ATTN. OF:	Registrar
DESIGNATION	
ADDRESS:	Chhattisgarh Swami Vivekanad Technical University (CSVТУ), North Park Avenue Sec. 8 Bhilai – 490009
FAX	+0788-2261411
E-MAIL ADDRESS	registrar@csvtu.ac.in

2.8.6 If the envelopes are not sealed and marked as instructed above, the University assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted.

2.8.7 Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.
Bid submitted in person in the office of Registrar CSVТУ or through courier, speed post or registered post only will be accepted, up to mentioned date & time.

2.9. Proposal Due Date

2.9.1. **Proposal** should be submitted before 1600 hours IST on the **Proposal** Due Date as one clause 1:3 at the address provided in Clause 2.8.5 in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the person specified at Clause 2.8.5 .

2.9.2. The University may, in its sole discretion, extend the **Proposal** Due Date by issuing an Addendum in accordance with Clause 2.6 uniformly for all Bidders in website only.

2.10. Late Proposals

Bids received by the University after the specified time on the **Proposals** Due Date shall not be eligible for consideration and shall be summarily rejected.

2.11. Rejection of Proposals

2.11.1. The University reserves the right to accept or reject all or any of the **Proposals** without assigning any reason whatsoever. It is not obligatory for the University to accept any **Proposals** or to give any reasons for their decision.

2.11.2. The University reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any **Proposals** without assigning any reasons.

2.12 Validity of Proposals

The **Proposals** shall be valid for a period of not less than 180 days from the **Proposals** Due Date subject to the conditions prescribed in RFP. The validity of **Proposals** may be extended by mutual

consent of the respective Bidders and the University.

2.13 Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the University in relation to or matters arising out of, or concerning the Bidding Process. The University will treat all information, submitted as part of the **Proposal**, in confidence and will require all those who have access to such material to treat the same in confidence. The University may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the University.

2.14 Correspondence with the Bidder

The University shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Proposal.

C. Evaluation charges

2.15 Evaluation charges (Non-refundable)

2.15.1. The Bidder shall furnish as part of its Proposal, a Non-refundable Evaluation charges of Rs 10,000 (Rupees ten thousand Only) in the form of a Demand draft issued by a Scheduled Bank in India, drawn in favour of the Registrar, Chhattisgarh Swami Vivekanad Technical University (CSVTU) or cheque, payable at Bhilai the (“Demand Draft”). Evaluation charges in the form of Bank guaranty is not acceptable.

2.15.2. Any **Proposals** not accompanied by the Evaluation charges shall be rejected by the University as non responsive.

2.16 Modification/ substitution/ withdrawal of Proposals

2.16.1 No Proposal shall be modified, substituted, or withdrawn by the Applicant, once it is submitted.

3 EVALUATION OF PROPOSALS

3.1 Opening and Evaluation of Proposalss

- a. The Outer Envelope and Envelope 1 & 2 shall be opened by the Registrar or authorized by him after the bid due time on the Proposal Due Date, at the office of CSVTU, Sec. 8 Bhilai C.G.
- b. The University will subsequently examine and evaluate the Proposals in accordance with the provisions set out in this Section 3.
- c. To facilitate evaluation of **Proposalss**, the University may, at its sole discretion, seek clarifications in writing from any Bidder regarding its **Proposals**.

3.2 Tests of responsiveness

The University shall determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive only if:

- a. it is received in accordance with Clause 2.8.2 and as per the format in **Section III** ;
- b. it is received by the Proposal Due Date including any extension thereof
- c. it is signed, sealed, in spiral bound booklet and marked as stipulated in Clauses 2.7
- d. it is accompanied by the Evaluation charges as specified in Clause 2.15;
- e. it is accompanied by the Power(s) of Attorney as specified in **Appendix II**,
- f. it contains all the information (complete in all respects) as requested in this RFP and/or Bidding Documents (in formats same as those specified);
- g. it does not contain any condition.
- h. Satisfying the Test of Responsiveness is mandatory for Bidders to be selected for next stage of evaluation. If any material deviation is found in the formats then it will be judged as non-responsive.

3.3 Technical Proposals

The Bidder must satisfy all of the following qualification criteria for experience.

- (A) **Technical Capacity:**
 - 1. The Bidder should have completed or in hand minimum of 1 (one) project/ or one building having minimum area of 500.00 sqrm in last ten years (i.e.fy 2005-06 to fy 2015-16)
 - 2. The bidder should have completed or shall have in hand at least one University building (80% completed in physically) or University campus work in last ten years (i.e. fy 2005-06 to fy 2015-16)
- (B) **Financial Capacity:** A Bidder should have submitted I.T. return of three Assessment Year (i.e. F.Y. 2012-13, 2013-14, & 2014-15).

3.3.1 Contents of Technical Proposals

(i) Details of Team: Bidders must include the following key professionals in the Team:

Table No. 1

Sl. No	Position	Experience
1	Principal Architect	I. Registered Architect with Council of Architecture with at least 10 years of experience of practice. II. Must possess master degree in urban planning/ town planning. III. Must have completed or in hand campus planning or individual building of any of the University. IV. Experience in landscaping preferred.
2	Architect (1)	Registered Architect with Council of Architecture having experience three year.
3	Civil Engineer (1 No)	Should be a M.E./M.Tech. (Structure) with minimum 5 years of experience Preferably.
4	Quantity surveyor	Should be a degree civil engineer with minimum 5 years of experience in quantity survey.

Other than the required Key personnel the Consultant should engage, structural designers, HVAC consultant, Electrical and other consultants etc. for successful completion of the project.

The following conditions would apply:

- a. At least two key professional staff including the Principal Architect proposed must be employees of the Bidder.
- b. Only one Curriculum Vitae (CV) may be submitted for each position and relevant experience which is similar to this Project, must be demonstrated using the formats setout in Section III.
- c. No alternative to key professional staff can be proposed
- d. Maximum of two key persons listed above can be replaced during the tenure of the assignment with equivalent or higher qualification and experience with prior permission from the University
- e. Any change in more than two of the key persons during the tenure of the assignment would attract an one-time penalty of 1% of the professional fees for the assignment for each such change
- f. It is to be noted that in any case, Principal Architect of the Project cannot be substituted

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- g. Completed project/ works in hand (approximate 80% physically) experience would be considered for evaluation
- h. A good working knowledge of English is essential for key professionals
- i. The team will be supported by all the required professional for the successful completion of the project.
- j. Any external consultant/sub consultant will have to approved by CSVTU.

(ii) Approach and Methodology

- a. The bidder must submit the concept design in the form of plans elevations sections 3D views on the basis of requirement given in this RFP. All the submissions should be on A3 size papers minimum.
- b. The Technical Proposal would also include presentation by short listed Bidders. The following details of the Bidder would form part of the presentation:
 - i. Relevant experience of the Bidder as per Section III, Format 1
 - ii. Concept design (emphasis on energy efficient design principles used) as per Appendix III
 - iii. Team strength and their experience as per Section III, Format III
- c. The Technical Proposal must not include any Financial Proposal details.

(iii) Tests of responsiveness:

The University shall determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive only if:

- a. It is received in accordance with Clause 2.8.2 and as per prescribed format in
- b. It is received by the Proposal Due Date including any extension thereof
- c. It is signed, sealed, in spiral bound booklet and marked as stipulated in Clauses 2.7
- d. It is accompanied by the Evaluation charges as specified in Clause 2.15.1.
- e. It is accompanied by the Power(s) of Attorney as specified in **Appendix II**.
- f. It contains all the information (complete in all respects) as requested in this RFP and/or Bidding Documents (in formats same as those specified);
- g. It does not contain any condition.
- h. It is not non-responsive in terms hereof.

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Satisfying the Test of Responsiveness is mandatory for Bidders to be selected for next stage of evaluation. If any material deviation is found in the formats then it will be judged as non-responsive.

3.3.2 EVALUATION OF PROPOSALS

- i. Only shortlisted bidder will be allowed to make brief presentation on the technical proposal. The basis of short listing is minimum eligibility criteria (for qualification and technical proposal).
- ii. Final evaluation will be done by the evaluation committee after the presentation performance according to Sr. No. 2 (B) of table no. 3 as in clause 3.3.2.

The Technical Proposals shall be evaluated on the following parameters:

Table No. 2

S.No.	Sub Head	Parameters	Marks Awarded
01		Qualification of bidder	
	A	Experience of Firm/ bidder 1. As per minimum eligibility 10 year 2. Max than 10 year to till date 1 mark in each year (i.e. after 10 year) (Limited to max 25 marks)	05 25
	B	Preferred experience & Principal Architect towards University campus planning/ or individual building of any University	10
Total Marks			40
02		Technical Proposal	
	A	Master plan of Entire Campus	25
	B	Concept design & drawing of individual building of Phase I(building list) each building 1. U.T.D. Building - 15 a. M. Tech. Steel Technology. - 3 b. M. Tech. Design Engineering. - 3 c. M. Tech. Micro Electronics/ Nano Technology - 3 d. M. Tech. Energy & Environment Engineering. - 3 e. M. Tech. Bio- Medical Technology & Bio Informatics. - 3 2. Auditorium. - 10 3. Central Library. - 10	35
Total Marks			60
Total Marks			100

Note: Allotment of marks of serial no. 2 (i.e. technical proposal) will be awarded only after presentation.

Selection process of Technical Consultant

- i. The Bidders meeting minimum qualifying criteria set out in the Bid shall be declared as the Responsive Bidders. The Bidders not meeting the criteria set out in Bid shall be declared as Non Responsive Bidders.
- ii. The Responsive Bidders who meet the required qualification, as set out in Bid, would be in the second stage of the evaluation process by CSVTU, shall select best –suited technical proposals and shall rank them as T1, T2 & T3 in order of merit.
- iii. Financial proposal of the bidder ranked as T1 shall be opened and will be finalized after negotiations with CSVTU.
- iv. Work may be awarded to T1 on the negotiated rates. If he does not agree then the offer will be given to T2 & T3, respectively and the same procedure as above.
- v. The University will determine whether the Financial Proposals are complete, qualified and unconditional.
- vi. The University will examine the CVs of all other Professional Personnel and those not found suitable shall be replaced by the Applicant to the satisfaction of the University
- vii. The University will examine the credentials of -Consultants for this Consultancy and those not found suitable shall be replaced by the Applicant to the satisfaction of the University.
- viii. After selection, a Letter of Award (the “LOA”) shall be issued, in duplicate, by the University to the Successful Bidder and the Successful Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof subject to conditions mentioned in clause 1.1.8 & 1.1.9. In the event the duplicate copy of the LOA duly signed by the Successful Bidder is not received by the stipulated date, the University may, unless it consents to extension of time for submission thereof.

After acknowledgement of the LOA as aforesaid by the Successful Bidder, it shall execute the Service Agreement within 10 (Ten) days from the date of acknowledgement subject to conditions mentioned in clause 1.1.8 & 1.1.9.

3.4 Contacts during Proposal Evaluation

Bids shall be deemed to be under consideration immediately after they are opened and until such time the University makes official intimation of award/ rejection to the Bidders. While the

Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain from contacting by any means, the University and/ or their employees/ representatives on matters related to the Bids under consideration.

4. PRE-BID CONFERENCE

- 4.1 Pre-Bid conference of the Bidders is convened at the designated date, time and place. Invited bidders shall be allowed to participate in the Pre-Bid Conferences. A maximum of three representatives of each Bidder shall be allowed to participate on production of University letter from the Bidder.
- 4.2 During the course of Pre-Bid conferences, the Bidders will be free to seek clarifications and make suggestions for consideration of the University. The University shall Endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

5. MISCELLANEOUS

- 5.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Chhattisgarh shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 5.2 The University, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
 - (a) Suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - (b) Consult with any Bidder in order to receive clarification or further information;
 - (c) Retain any information and/ or evidence submitted to the University by, on behalf of, and/ or in relation to any Bidder; and/ or
 - (d) Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 5.3 It shall be deemed that by submitting the Proposal, the Bidder agrees and releases the University, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way

related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.

SECTION - II

SCOPE OF WORK AND TERM OF SERVICES

1. Broad Scope of services

The broad scope of services shall include but not limited to the following

- 1 Study and analyze the detail requirements of University to implement the design.
- 2 Site assessment study.
- 3 Overall design of the full site for the full in the form of outer block design, elevations and 3D forms and total parking requirement with clear cut identification of the area for the first phase of The development & future development in Phase wise.
- 4 Preparation of comprehensive Architectural Design for the first phase of development (Site Layout, Building layout Plan, building design, structural design, service design and preparation of working drawings) for development of Campus in CSVTU building at Bhilai including preparation of detailed cost estimates, specifications, rate analysis and Bill of quantities based on the schedule of rates adopted by CPWD/ PWD and bill of quantities and rate analysis of non SOR items.

*Periodic supervision during the different construction stages and as desired by CSVTU.

- 5 Fire safety measures of all bldgs.
- 6 Periodic supervision and coordination with CSVTU and construction agency like CPWD/ PWD/ contractor etc. during phase -1 construction.

2. Detailed Scope of services

- 2.1. Preparation of comprehensive Architectural & Engineering design (Site Layout, Building layout Plan, building design, structural design, service design and preparation of working drawings) for

development of CSVTU Campus at Bhilai including preparation of detailed cost estimates, specifications, rate analysis and Bill of quantities.

A. for master plan

Stage A-1: Conceptual design and stage – 1 (plinth area rate) estimate (in presentation)

The consultant shall:

1. Prepare preliminary proposal for development and its impact on immediate environs.
2. Prepare Conceptual Plan for overall site plan and clearly demarcating the first phase development as per the requirement of the respective department showcasing sustainable design decisions.
3. Prepare Conceptual plan of landscape, building foot print (including water harvesting and other site measures) and location of utilities
4. Prepare Conceptual design showing:
 - i. Master Plan of site based on chosen option clearly indicating all components.
 - ii. Broad Land use of site along with calculations.
 - iii. Building design in block format, space planning, and area distribution

Deliverables

2 hard copies and 1 soft copy (editable format in CD ROM) of conceptual design

Stage A-2: Conceptual design and stage – 1 (plinth area rate) estimate (after selection of consultant)

- 1 Prepare a **design brief after taking into** consideration the Client’s CSVTU Bhilai requirements and discussion with concerned departments CSVTU Bhilai for detail building uses, activities, functional relationship, space requirement and site Planning.
- 2 Study of Development plan, CSVTU building at Bhilai (**Campus Layout Planning & Designing of all Building of Phase - 1 in the Campus**)
- 3 Study detailed site survey identifying physical features and contours, detailed Site Evaluation, Geo technical survey, Site analysis/opportunities and constraints study, analysis of architectural character, connectivity, social issues and heritage.
- 4 Study Site Capacity to develop design options.
- 5 Prepare preliminary proposal for development and its impact on immediate environs.
- 6 Prepare Conceptual Plan for overall site plan and clearly demarcating the first phase

development as per the requirement of the respective department showcasing sustainable design decisions.

7. Prepare Conceptual plan of landscape, building foot print (including water harvesting and other site measures) and location of utilities
- 8 Carry out pedestrian/ vehicular movement & parking analysis and planning.
- 9 Study and incorporate Architectural controls/guidelines/regulations for proposed Campus based on the Master Plan for CSVTU building at Bhilai
- 10 Prepare Conceptual design showing:
 - i. Master Plan of site based on chosen option clearly indicating all components.
 - ii. Broad Land use of site along with calculations.
 - iii. Building design in block format, space planning, and area distribution

Deliverables

2 hard copies and 1 soft copies (editable format in CD ROM) of conceptual design

B. For Phase – I Building

Stage B-1 Building Plans of all buildings of Phase I and stage -1 estimate (in presentation)

The consultant shall:

1. Make a presentation of the conceptual layout.
2. Prepare Building Plans, Elevation and sections of all Building of Phase-I and stage – 1 estimate and submit for approval and make presentation & 3D view of all buildings in suitable scale.
3. Any relevant details supporting the concepts.

Deliverables

2 hard copies and 2 soft copies (editable format in CD ROM) of draft Building plans, elevation and sections (details drgs) of Phase I.

Stage B-2: Building Plans of all buildings of Phase I and stage -1 estimate (after selection of consultant)

Submission – 1 On submitting conceptual layout plan of phase-I building & stage-I Estimate.

1. Make a single line conceptual layout.

2. Prepare single line plan, Elevation & section of phase – I building and stage – I estimate and submitted to CSVTU for suggestion.
3. Any relevant details supporting the concepts.

Deliverables

2 hard copies and 1 soft copy.

Submission – 2 On submitting of preliminary scheme after the suggestion of CSVTU.

1. Make a double line plan with 1:100 scale.
2. Prepare Elevation, section & stage-1 estimate for the same of phase-1 building.

Deliverables

2 hard copies and 1 soft copy.

Submission – 3 On incorporating CSVTU's suggestion (as submission – 2) submitting drawing for final approval for preparation of working drawing.

1. The consultant shall prepare the draft final building plan, elevations, sections and detail estimate incorporating desired changes for approval for CSVTU.
2. Submit final Building plan after incorporating changes if any for approval of CSVTU as required.
3. Assist CSVTU after approval of Final building plan in obtaining approval and clearances from various authorities as required.
4. Prepare drawings required for execution of all civil works, electrical, plumbing, water supply sanitary, HVAC & fire fighting etc. and submit for approval.
5. Size and specification of openings, journal specification i.e. floor finishes, internal and external finishes.

Deliverables

3 hard copies and 1 soft copy.

Submission 4: **Preparation of working drawings of civil work and for all services i.e. electrical, sanitary, plumbing, and water supply of all building of Phase –**

I (after selection of consultant)

The consultant shall:

1. Prepare details working drawings for

- Electrical and telecom design.
 - Structural detail.
 - Public Health engineering services covering the following systems:
 - i. Water Supply
 - ii. Sanitation and drainage
 - iii. Water treatment— recycle and reuse options
 - iv. Solid waste Management system
 - v. Rain Water harvesting system.
 - Design and working drawings covering.
 - i. Fire Protection System
 - HVAC Engineering covering all heating, ventilation and air-conditioning system Design Security systems and working drawings covering.
 - i. Building automation system
 - ii. Lifts/escalator and other vertical movement systems
2. Prepare Design and working drawings for internal and external Landscaping, lighting design, audio-visual design and water feature, design rain water harvesting.
3. Prepare general furniture layout.
4. Prepare working drawings for common spaces such as entrance Plaza, lobby areas, etc in the form of false ceiling, Flooring, acoustics, illumination, painting, wall textures, finishes and furniture's design.
5. Submit the working drawings of all bldgs and layout development, all services, Landscape, interiors to the CSVTU for approval.
6. Modify the working drawing based on the comments and resubmit to CSVTU for approval Prepare detail cost estimate, Bill of quantities and rate analysis on the basis of CPW/ PWD as desired by CSVTU SOR rates based on the final design and working drawings and submit to CSVTU for approval after finalization of working drawings.

Deliverables

5 hard copies and 3 soft copies (editable format in CD ROM) of working drawings of all services as above,

for all bldgs in Phase – I and layout development, rainwater harvesting, solar passive design, landscape and interiors

3 hard copies and 2 soft copies (editable format in CD ROM) of detail cost estimates, Bill of Quantities and rate analysis as per CPWD/PWD (as desired by CSVTU) SOR

Submission 5: Finalization of detail cost estimates, rate analysis and Bill of Quantities of Phase-1 building (after selection of consultant)

The consultant shall:

1. Modify detail cost estimates, rate analysis and Bill of quantities based on the comments of CSVTU and resubmit for approval.

Deliverables

3 hard copies and 2 soft copies (editable format in CD ROM) of detailed cost estimates, rate analysis and Bill of quantities

Stage 6: Supervision during construction as per phase-1.

The technical consultant shall:

1. Open a local office for coordination with Construction agency and CSVTU and deploy sufficient staff for technical assistance.
2. Attend periodic site meetings and work progress review meetings as requested by construction agency and CSVTU.
3. Visit the site of work, at intervals, to inspect and evaluate the construction works
4. Have to revise any detail if any discrepancy is there between drawing and actual possibility on site based on the suggestion of construction agency and CSVTU without causing any price escalation in the project cost.
5. Have to give timely approval to samples of materials forwarded by construction agency/ CSVTU. There may some specific items/ works which will require physical presence of the architect at site, apart from the engineer for architectural features provided in the bldgs drgs etc .It is the responsibility of the construction agency. To inform architect 3 days prior by any means i.e mobile or e-mail or fax or letter etc.

Deliverables

2 hard copies and 2 soft copies (editable format in CD ROM) of work periodic site supervision during construction stages.

Stage 7: Completion of Services

The consultant shall

1. Prepare and submit completion reports and drawings for the project as required.

Deliverables

2 hard copies and 2 soft copies (editable format in CD ROM) of as built drawings including services and structures

3 hard copies and 3 soft copies (editable format in CD ROM) of completion report

3. Time Frame for Deliverables and payment milestones

3.1 The time frame for deliverables would be as set forth in the General Conditions of Contract with reference to clause 6.1 & 6.2.

3.2 ‘In-principle’ approval from local authorities

The Technical Consultant shall proactively assist the University in obtaining ‘In principle’ approval from all concerned local authorities, other Government Departments etc. which are required as per law.

3.3 Not in Use

3.4 Not in use.

4. Assistance from University

University would provide all relevant available data on the project site, and other documents/information/reports in its possession as it may consider relevant to the study as and when such information is received by/is available with University. The Bidders would be required to check the veracity of the information provided and University would not be liable for any deficiency in the information provided.

5.0 CODES AND STANDARDS:

5.1 All designs, drawings, layouts shall be carried out as per the followings:

- a) Relevant BIS Codes and National Building Code.
- b) Latest SOR, specifications as well as general conditions of contract of construction agency like CPWD and PWD etc.
- c) Guidelines as suggested by CSVTU, Bhilai (Approved).
- d) Recommendation of State Public University for sewage and other waste disposal system as required.

- e) Bye laws given in CSVTU, Bhilai (Approved)
- f) Any other relevant code, specifications/ functional requirement.
- 5.2 The Consultant shall be conversant with latest Department of Public Engineers (DPE) norms and shall also be conversant with the latest National Building Code, GRIHA 3 / 4 ratings etc.

Section - III

Format I

PROJECT EXPERIENCE

The information regarding the relevant experience of the firm should be provided in the format below.

Project Name:	Location of Project:
Name of Client:	Address of Client:
Start date (month/year): Completion date (month/year):	Approximate value of services
No. of staff provided: by your firm:	Number of staff months provided by your firm:
Name of Associate Firm:	No. of months of professional staff Provided by associate firm:
Narrative description of Project <i>Include the following information:</i> <ul style="list-style-type: none"> • <i>Project Brief</i> • <i>Project cost</i> • <i>Current status& Area.</i> 	
Description of actual services provided by your Staff:	
Name of Senior Staff of your firm involved and functions performed:	

The Project Data Sheets should necessarily be accompanied with copies of work orders / advisory

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services agreements/service certificates from clients / independent auditor¹as applicable, as proof of experience. Projects without proof of experience shall not be considered for evaluation.

Format -II

Financial strength

Annual
turnover;

Financial year

I.T. Return

Enclosed audit report/balance sheet

Format III

Format of Curriculum Vitae (CV) for Proposed Key Staff

Name of Staff	:	
Profession	:	
Years with Firm	:	
Nationality	:	
Area of Specialization	:	
Proposed Position on Team	:	

Key Qualifications

Project Details	Degree of responsibility/ Experience

Education

DEGREE	Name of Institute	Year

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Experience

POSITION	HELD	
Duration		
Location		
Types of activities performed		
Names of relevant projects handled		
Client References		

Languages Known

	Speaking	Reading	Writing

Certification

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

Signature :

*Selection of Technical Consultant For Comprehensive Architectural And Engineering Services for
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Date :

Format IV

Work Plan

Activity Description	Duration of activity (no. of weeks)												Name of assigned Personnel
Activity 1													
Activity 2													
Activity 3													
Activity 4													
Activity 5													

(Illustrative schematic of Work Plan with Manpower Allocation)

APPENDIX – I

Letter of Proposals

Dated:

The Registrar,
Chhattisgarh Swami Vivekanand Technical University, (CSVТУ)
North Park Avenue Sec. 8,
Bhilai.

Sub: Proposals for Selection of Technical Consultant for Comprehensive Architectural & Engineering Services for “Chhattisgarh Swami Vivekanand Technical University Campus at Bhilai”(Campus Layout Planning & Designing of all Buildings in the Camps as per Phase - I)

Dear Sir,

- 1 With reference to your RFP document dated, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Proposal for the aforesaid Project. The Proposal is unconditional.
- 2 All information provided in the **Proposals** and in the Appendices is true and correct.
- 3 I/ We shall make available to the University any additional information it may find necessary or require to supplement or authenticate the Bid.
- 4 I/ We acknowledge the right of the University to cancel the bidding process at any time or to reject any Proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
- 5 I/We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
- 6 I/ We declare that:
 - (a) I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the University.
 - (b) I/ We do not have any conflict of interest in accordance with the provision set out in the RFP document;
 - (c) I/We have not directly or indirectly or through an agent engaged indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive

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practice, as defined in 3.2.6 of general condition of contract (volume 2 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the University or any other public sector enterprise or any government, Central or State; and

- (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of 3.2.6 of general condition of contract volume 2 of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- 7 I/ We declare that we are not a Member of a/ any other firm submitting a Proposal for the Project.
- 8 I/ We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
- 9 I/ We further certify that no investigation by University is pending either against us or against our Associates or against our CEO or any of our Directors/ Managers/ employees.
- 10 I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the referred to above, we shall intimate the University of the same immediately.
- 11 In the event of my/ our being declared as the successful Bidder, I/We agree to enter into a Service Agreement in accordance with the draft that has been provided to me/us prior to the Proposal Due Date.
- 12 The Consultancy Fee has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, General Conditions of contract.
- 13 I/We offer a Non-refundable Evaluation charges of **Rs 10,000 (Rupees Thousand only)** to the University in accordance with the RFP Document.
- 14 The Non-refundable Evaluation charges shall be submitted in the form of a Demand Draft in favour of Registrar CSVTU, payable at Bhilai.
- 15 I/We agree and undertake to abide by all the terms and conditions of the RFP document.
In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP document.

Yours faithfully,

Date:

(Signature of the Authorized signatory)

Place:

(Name and designation of the of the Authorized signatory)

Name and seal of Bidder

APPENDIX – II

Power of Attorney for signing of Proposal

Know all men by these presents, We, _____ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms (Name), son/ daughter/ wife of and presently residing at _____, who is [presently employed with us/ and holding the position of _____], as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for selection of Technical Consultant for comprehensive Architectural Services for Development of in CSVTU building at Bhilai, by the Chhattisgarh Swami Vivekanad Technical University,(CSVТУ) (the “University”) including but not limited to signing and submission of all applications, Bids and other documents and writings, participate in Bidders' and other conferences and providing information / responses to the University, representing us in all matters before the University, signing and execution of all contracts including the Service Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with the University in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us and/or till the entering into of the Service Agreement with the University. AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, _____, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____, 20**.

For _____

(Signature)

(Name, Title and Address)

Witnesses:

1

2

Accepted

(Signature)

[Notarised]

*Selection of Technical Consultant For Comprehensive Architectural And Engineering Services for
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(Name, Title and Address of the Attorney)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued.*

APPENDIX – III

Deliverables for technical proposal

Sr. no.	subject
1	Concept plan & methodology (text for entire group) <ol style="list-style-type: none"> i. Concept & approach towards project objectives - ii. Cost effective design- iii. New technologies/ Local building materials- iv. Others (not mandatory)
2	Layout plan for entire campus <ol style="list-style-type: none"> i. Layout Plan – (master plan with future expansion) ii. Placement of Buildings- iii. Green Engineering –
3	Concept Plan & 3 D view of each Building as per Phase-I. <ol style="list-style-type: none"> 1. U.T.D. Building <ol style="list-style-type: none"> I. M. Tech. Steel Technology II. M. Tech. Design Engineering. III. M. Tech. Micro Electronics/ Nano Technology. IV. M. Tech. Energy & Environment Engineering. V. M. Tech. Bio - Medical Technology & Bio Informatics. 2. Auditorium 3. Central Library.

Note: - 3 D View of Campus & walkthrough is Optional.

Date:

Yours faithfully,

Signature

(Authorized signatory)

APPENDIX – IV

Format for Financial Bid

(To be enclosed in a separate cover)

(On the Letterhead of the Bidder)

Date:

Registrar

Chhattisgarh Swami Vivekanand Technical University (CSVТУ),

North Park Avenue Sec. 8,

Bhilai 490009.

**Sub: Comprehensive architect & engineering services for the CSVТУ campus at Newai bhata Bhilai C.G.
(Campus master plan & planning & designing of all building in Phase – I.)**

Sir,

Having gone through this RFP document and the General Conditions of contract and having fully understood the scope of work for the Project as set out in this RFP, we are pleased to inform that we would charge Total Consultancy fee as chart Rs.....(in words) inclusive of all taxes and inclusive of all out of pocket expenses including the service tax, professional tax, Income tax, site visits, expenses of travel, documentation, communication and local office expenses incurred by consultants for carrying out the Services envisaged in this RFP document and General Conditions of contract.

We have reviewed all the terms and conditions of the RFP and undertake to abide by all the terms and conditions contained therein. We hereby declare that there are, and shall be no deviations from the stated terms in the RFP Document.

Yours faithfully,

For and on behalf of

.....

(Name of the Bidder)

(Signature of Authorized Signatory)

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_____ (Name and designation of the Authorized Person)

Cost Analysis Submitted along with financial bid

Scale of Evaluation charges

Table No. 3

S.No.	Particular	Rate
1	Preparation of master plan, street light, approach road, cross drainage etc. Development of sites as per Annx. 1 section 2.1 stage 1.(approx. 130 acre/ 52.85 hact.)	
	Amount/Hact.
2	<p>For planning of all building of phase-I i.e. drawing, design estimation, bill of quantities, rate analysis, super vision along with other services with structural, electrical, sanitary, plumbing, interior, landscaping, HVAC, fire fighting, furniture layout, etc.</p> <p>1. U.T.D. Building</p> <p>I. M. Tech. Steel Technology</p> <p>II. M. Tech. Design Engineering.</p> <p>III. M. Tech. Micro Electronics/ Nano Technology.</p> <p>IV. M. Tech. Energy & Environment Engineering.</p> <p>V. M. Tech. Bio - Medical Technology & Bio Informatics.</p> <p>2. Auditorium</p> <p>3. Central Library.</p>	<p>.....% of Estimated cost*</p>
3	In case of repetitive building additional architectural, structural design only of foundation up to plinth level (based on various S.B.C.) subjected to maximum limited shown in documents.	0.15 % of estimated cost* of that building

Note:-

1. The drawings and estimates submitted by the Technical consultant are the property of CSVTU. No extra payment shall be payable to consultant, in case of repetition/ reuse of drawings or estimate etc. by the CSVTU (after making payment). Technical consultant has to submit addition set of drawings.
2. The scale of charges for Sr. No. 1 shall not be more than Rs. 15,000/- (Fifteen thousand only) per

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hectare.

3. The scale of charges for Sr. No. 2 quoted by the bidder shall not be more than, that mentioned

in scale of charges suggested by council of architecture (India).

4. During the construction technical consultant`s services extended for additional building and

development of campus.

*** The calculation of architecture fees at completion stage will be according to the project cost**

(Actual expenditure incurred)

(Signature of Authorized

Signatory)

Person

_____ (Name and designation of the Authorized

Selection of Technical Consultant For Comprehensive Architectural And Engineering Services for
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REQUIREMENT OF THE PROJECT (LIST)

ANNEXURE-I

DETAIL OF CAMPUS (MASTER PLAN)

S.No.	Building	Units
1	University Teaching Department	11(5+6)
2	Centre of excellence	4
3	Food Court	1
4	Bank & Post office	1
5	Professor Residence	12(4+2+6)
6	Asst. Professor Residence	30
7	Staff Residence	30
8	Attendants Residence	30
9	Pro Vice Chancellor Residence	1
10	Medical Care Center	1
11	Shopping arcade	1
12	Maintenance Office (electrical and civil)	2
13	Boy's Hostel	3
14	Girl's Hostel	2
15	Warden's Residence	6
16	Development of land (130 acres)	25%
17	Arboriculture	25%
18	Transit Hostel	1
19	OH Tanks	3
20	Sump well	1
21	Oxidation Plant/ S.T.P.	1
22	Deans Residence	11
23	Vice Chancellor Residence	1
24	Registrar's Residence	1
25	MP Theatre	1
26	Place for solar energy power system	5 Acre

As desired by Technical consultant.

- Roads, pathways, culverts, open parking, signage Universities etc.
- Water Supply, over head tank/ underground tanks
- External Electrification with underground duct system and street lighting

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- Internet and communication Facilities
- Water Recycle Plant
- Waste water Treatment Plant
- Landscaping, Lawns, water bodies, drip irrigation system, fountains, nurseries, and children parks
- Club house, community Hall etc.
- Separate dustbins for bio gradable and non gradable waste and e-waste at various locations
- Entrance Gates and security check post spicily design for central security system, video
- Conferencing, wetting hall, guard rest room etc.
- Open air theatre for 5000

SPORTS FACILITIES

- Open courts for lawn tennis,
- Basket ball , volleyball
- Football ground, hockey ground
- Swimming Pool with club house
- Indoor badminton, Table Tennis,
- Gymnastic, squash
- Billiards etc.

Phase-I building (minimum requirmentALL BUILDINGS AND SERVICES IN THE CAMPUS

PHASE-I

1. University Teaching Building

5 UTD`s are to be constructed in stage 1 (As per Annexure)

- I. M. Tech. Steel Technology
- II. M. Tech. Design Engineering.
- III. M. Tech. Micro Electronics/ Nano Technology.
- IV. M. Tech. Energy & Environment Engineering.

V. M. Tech. Bio - Medical Technology & Bio Informatics.

The Silent features are one UTD building

A. Instructional area :-

- Class Room - 2

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- Tutorial Room - 2
- Laboratory - 1
- Research Laboratory - 1
- Work shop - 1
- Computer Centre - 1
- Drawing Hall - 1
- Seminar Hall - 1

B. Administrative Area :-

- Director Room (Including) - 1
Waiting, Asst. Gr. 2, Record Room, and an attached toilet
- Board Room - 2
- Office - 1
- Faculty Room - 6
- Central Store - 1
- Maintenance Office - 1
- Security - 1
- Housekeeping - 1
- Pantry (For Staff) - 1
- Exam Controller Office - 1
- Placement Officer - 1

C. Amenities :-

- Toilets (Ladies, Gents) - 2
- Gents Common Room - 1
- Ladies Common Room - 1
- Reading Room - 1
- Furniture Store - 1
- Store (Electrical etc) - 1
- Multi activity Hall - 1

D. Circulation Area:-

- Corridor should not be less than 3m width
- Foyer

- Stair-case (minimum 2)
- Ramp for physical handicapped

E. Parking

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- Separate parking for staff
- Two/ Four wheeler parking for scholars

Other Amenities/ requirement can be added by Technical consultant.

Note: The bidder should follow the norms of AICTE and UGC for designing and planning of aforesaid UTD

Building.

1. Auditorium

An air-conditioned auditorium with pre-function facilities & adjoining foyer for meeting, seminars, conferences, screening of movies/ documentaries & other cultural programmes for exhibition space (Indoor & Outdoor).

Other salient features are:

1. Seating capacity- Total seating capacity is 1200 person (800 at Ground Floor, 400 at Balcony)
2. Internal features:
 - Entire auditorium and foyer is centrally air-conditioned.
 - Wide screen is provided on the back drop of the stage for screening purposes.
 - The steps are provided with lights to facilitate easy movement inside the hall.
 - The cushioned chairs are provided in the auditorium with push back seat designed with user comforts in view.
 - Acoustic provided with fabrics to give surround sound effects.
 - Entire floor in the auditorium have been provided with carpet and foyer with vitrified tiles.
 - Special enclosure near stage has been provided for press/media, etc.
3. Stage:- With wooden flooring of area 27mx16m, suitable for 100 performers, green room for 50 men

& 50 women, 18 bar stage craft for drop screen & light.

4. Registration counter
5. Toilets – Ladies & Gents
6. Dining space
7. VIP Room

- A provision for VIP Room at first floor level and at ground floor level is made for VIP's and

Distinguished Guests with ate room.

All internal walls are decorated with painting of renowned painters, artists depicting different themes

/concepts /diversities in Indian tradition and culture.

Other Amenities/ requirement can be added by Technical consultant.

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Note: The bidder should follow the norms of AICTE and UGC for designing and planning of aforesaid

Building.

2. Central Library

Central library their silent features are

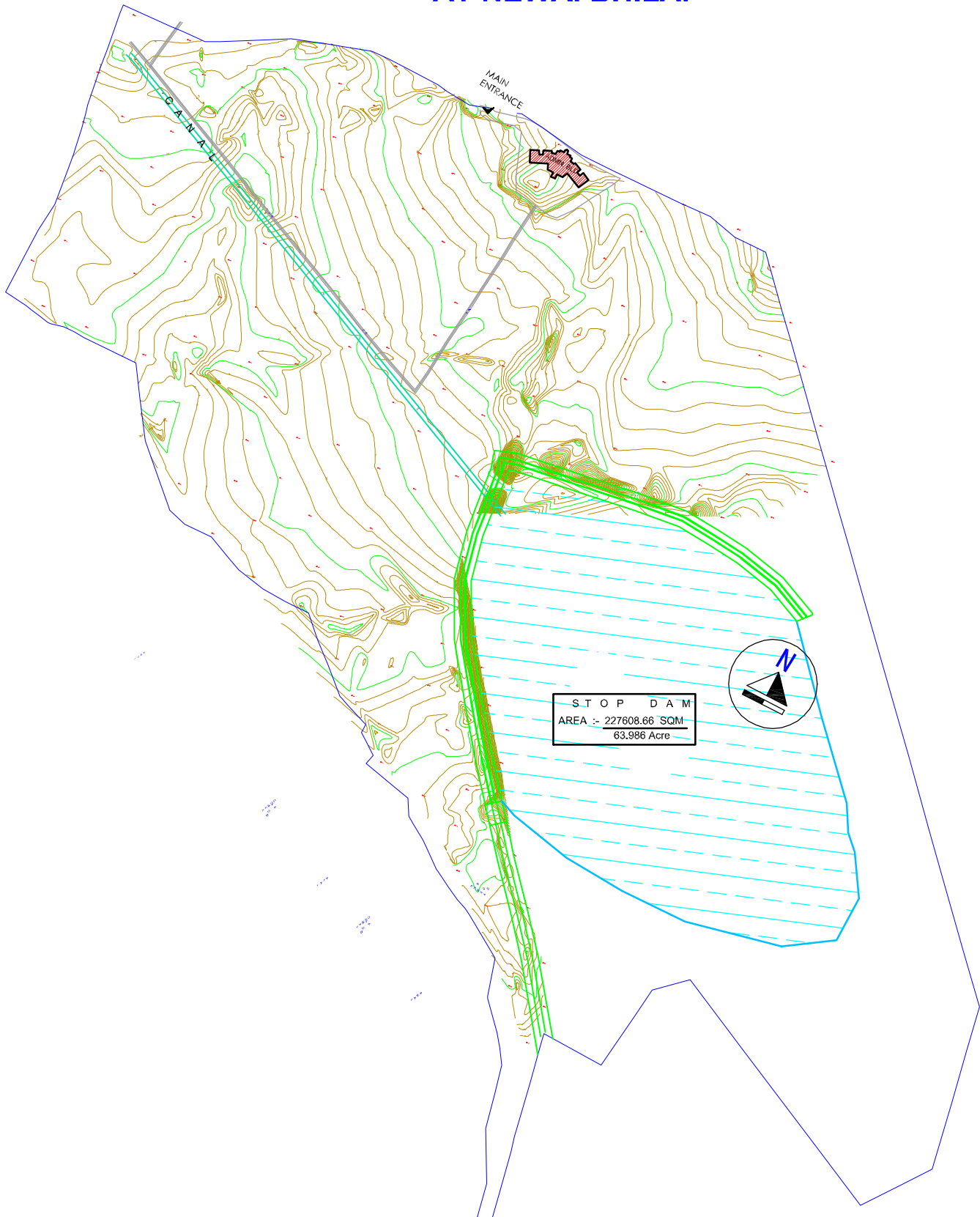
1. Infrastructure
 - Computer section
 - Remote server section
 - Print/ Photo copier/ Scanner section
 - Bar Code Scanner
2. General book section
3. Book bank section
4. Circulation section
5. Reference section
6. Periodical section
7. Reading section
8. Other requirement
 - Ladies & Gents Toilet
 - Provision of Ramp for physical handicapped

Other Amenities/ requirement can be added by Technical consultant.

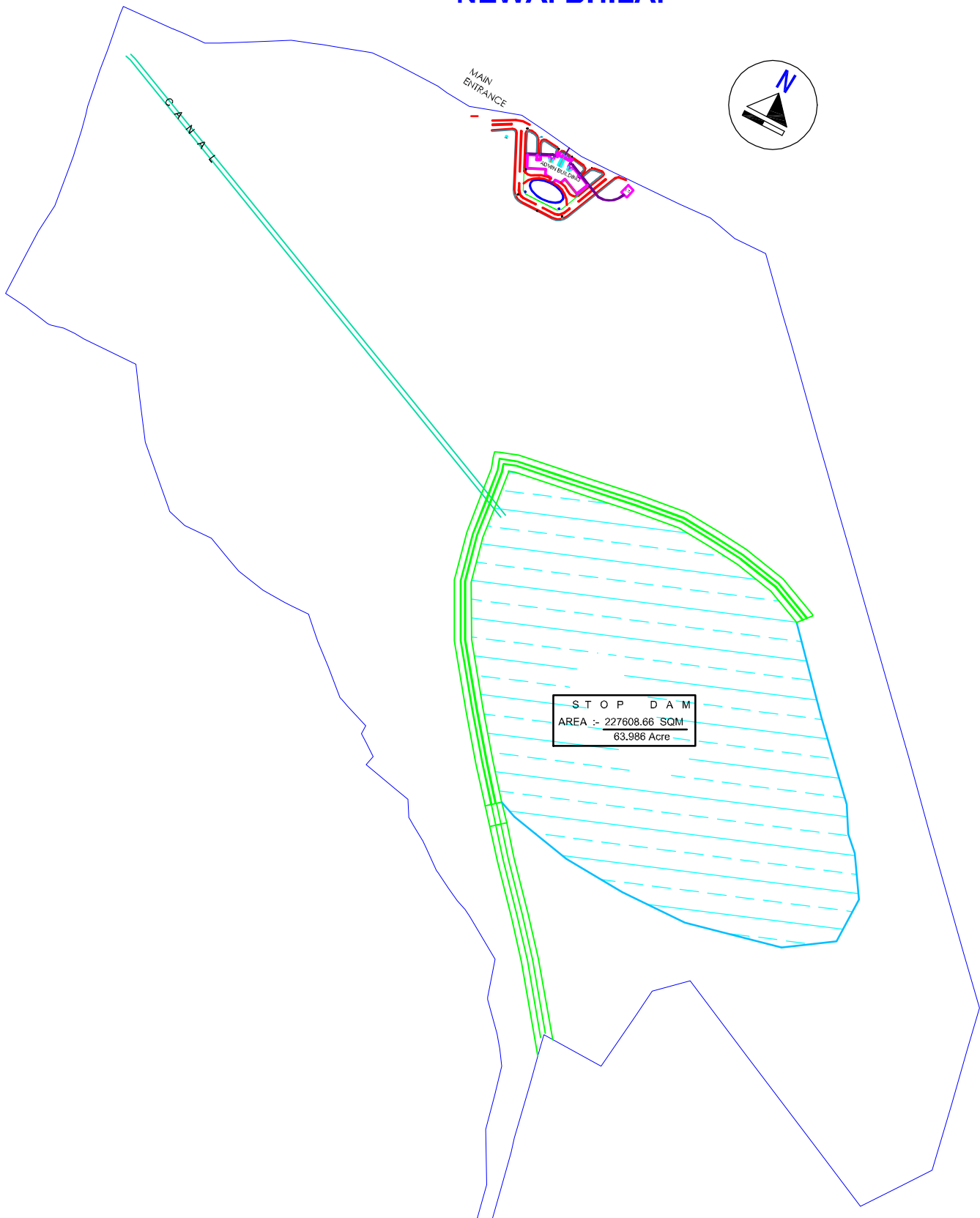
Note: The bidder should follow the norms of AICTE and UGC for designing and planning of

aforesaid Building.

CONTOUR MAP OF CSVTU CAMPUS AT NEWAI BHILAI



SITE PLAN OF CSVTU CAMPUS AT NEWAI BHILAI



Volume II

GENERAL CONDITIONS OF CONTRACT

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THIS AGREEMENT ("Agreement") is made on the --- day of ----, 2016 at Bhilai.

BETWEEN:

Chhattisgarh Swami Vivekanand Technical University, ----- (hereinafter referred to as "University" or the "First Party" which expression shall, unless it be repugnant to the context or meaning thereof, include its administrators and assigns) of One part

AND

-----, having its registered office at ----- (herein after referred to as "Consultant" or the "Second Party") which expression shall, unless it be repugnant to the context or meaning thereof, include its successors and permitted assigns) of the Other Part

University and Consultant are collectively referred to as 'Parties' and individually as "Party".

WHEREAS

- A. The Chhattisgarh Swami Vivekanand Technical University ("CSVТУ") intends to Chhattisgarh Swami Vivekanand Technical University Campus, Bhilai, Distt. Durg.
- B. With the aforesaid objective, CSVТУ ("the University") intends to appoint a consultant ("Technical Consultant") for providing Comprehensive Architectural & Engineering services, for Chhattisgarh Swami Vivekanand Technical University Campus, and individual bldgs a Phase I at Bhilai, Distt. Durg. ("the Project").
- C. the Consultant submitted its proposals for the aforesaid work, whereby the Consultant represented to the University that it had the required professional skills, and in the said proposals the Consultant also agreed to provide the Services to the University on the terms and conditions as set forth in the RFP and this Agreement; and
- D. the University, on acceptance of the aforesaid proposals of the Consultant, awarded the Consultancy to the Consultant vide its Letter of Award dated (the "LOA"); and
- E. in pursuance of the LOA, the parties have agreed to enter into this Agreement.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. GENERAL

1.1. Definitions and Interpretation

- 1.1.1. The words and expressions beginning with capital letters and defined in this Agreement shall, unless the context otherwise requires, have the meaning hereinafter respectively assigned to them:
- a. “Applicable Laws” means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time;
 - b. “Agreement” means this Agreement, together with all the Annexes;
 - c. “Consultancy Fee” shall have the meaning set forth in Clause 6.1;
 - d. “Confidential Information” shall have the meaning set forth in Clause 3.3;
 - e. “Conflict of Interest” shall have the meaning set forth in Clause 3.2 read with the provisions of the Agreement;
 - f. “Dispute” shall have the meaning set forth in Clause 9;
 - g. “Effective Date” means the date on which this Agreement comes into force and effect pursuant to Clause 2.1;
 - h. “Government” means the Government of Chhattisgarh;
 - i. “Member”, in case the Consultant consists of a partnership firm more than one entity, means any of these entities, and “Members” means all of these entities;
 - j. “Personnel” means hired by the Consultant or by any Sub- Consultant as employees and assigned to the performance of the Services or any part thereof;
 - k. “Party” means the University or the Consultant, as the case may be, and Parties means both of them;
 - l. “Services” means the work to be performed by the Consultant pursuant to this Agreement, as described in the Terms of Reference hereto;
 - m. “RFP” means the Request for Proposal document in response to which the Consultant’s proposal for providing Services was accepted;
 - n. “Sub-Consultant” means any entity to which the Consultant subcontracts any part of the Services; and
 - o. “Technical Consultant” in RfP and Consultant are terms used interchangeably in this Agreement and RFP.
 - p. “Third Party” means any person or entity other than the Government, the University, the Consultant or a Sub-Consultant.

- q. “University” means Chhattisgarh Swami Vivekanand Technical University, Bhilai Dist. Durg (C.G.)

All terms and words not defined herein shall, unless the context otherwise requires, have the meaning assigned to them in the RFP.

- 1.1.2. The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral part of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over other would be as laid down below beginning from the highest priority to the lowest priority:

- a. Agreement;
- b. Annexes of Agreement;
- c. RFP; and
- d. Letter of Award

1.2. Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the University and the Consultant. The Consultant shall, subject to this Agreement, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3. Rights and obligations

The mutual rights and obligations of the University and the Consultant shall be as set forth in the Agreement; in particular:

- a. the Consultant shall carry out the Services in accordance with the provisions of the Agreement; and
- b. **the University shall make payments to the Consultant in accordance with the provisions of the Agreement.**

1.4. Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at Durg shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

1.5. Language

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

1.6. Table of contents and headings

The table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement.

1.7. Notices

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall:

- a. in the case of the Consultant, be given by facsimile and by letter delivered by hand to the address given and marked for attention of the Consultant's Representative set out below in Clause 1.10 or to such other person as the Consultant may from time to time designate by notice to the University; provided that notices or other communications to be given to an address outside *[name of the place where the Consultant has its registered office]* may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by facsimile Consultant may from time to time designate by notice to the University;
- b. in the case of the University, be given by facsimile and by letter delivered by hand and be addressed to the University with a copy delivered to the University Representative set out below in Clause 1.10 or to such other person as the University may from time to time designate by notice to the Consultant; provided that if the Consultant does not have an office in Durg it may send such notice by facsimile and by registered acknowledgement due, air mail or by courier; and
- c. any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered.

1.8. Location

The Services shall be performed at the site of the Project in accordance with the provisions of RFP and at such locations as are incidental thereto, including the offices of the Consultant.

1.9. Not Used

1.10. Authorized representatives

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- 1.10.1. Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by the University or the Consultant, as the case may be, may be taken or executed by the officials specified in this Clause 1.10.
- 1.10.2. The University may, from time to time, designate one of its officials as the University Representative. Unless otherwise notified, the University Representative shall be:

ATTN. OF:

DESIGNATION

ADDRESS:

FAX NO:

E-MAIL ADDRESS

Registrar

**Chhattisgarh Swami Vivekanad Technical University
(CSVТУ) Durg - 492001**

+91 0788-2261411

registrar@csvtu.ac.in

- 1.10.3. The Consultant may designate one of its employees as Consultant's Representative. Unless otherwise notified, the Consultant's Representative shall be:

Tel: ***** Fax: *****

1.11. Taxes and duties

Unless otherwise specified in the Agreement, the Consultant shall pay all such taxes [service tax, income tax etc], duties, fees and other impositions as may be levied under the Applicable Laws

and the University shall perform such duties in regard to the deduction of such taxes as may be

lawfully imposed on it.

2. COMMENCEMENT, COMPLETION AND TERMINATION OF AGREEMENT

2.1. Effectiveness of Agreement

This Agreement shall come into force and effect on the date of this Agreement (the “Effective Date”).

2.2. Commencement of Services

The Consultant shall commence the Services within a period of 7 (seven) days from the Effective Date, unless otherwise agreed by the Parties.

2.3. Termination of Agreement for failure to commence Services

If the Consultant does not commence the Services within the period specified in Clause 2.2 above, the University may, by not less than 2 (two) weeks' notice to the Consultant, declare this Agreement to be null and void, and in the event of such a declaration, the Bider shall be punished as desired by CSVTU.

2.4. Expiration of Agreement

Unless terminated earlier pursuant to Clause 2.9 hereof, this Agreement shall expire when the Services have been completed and a period of 90 (ninety) days has elapsed after all payments due under this Agreement, have been made.

2.5. Entire Agreement

- 2.5.1. This Agreement and the Annexes together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn; provided, however, that the obligations of the Consultant arising out of the provisions of the RFP shall continue to subsist and shall be deemed as part of this Agreement.
- 2.5.2. Without prejudice to the generality of the provisions of Clause 2.5.1, on matters not covered by this Agreement, the provisions of RFP shall apply.

2.6. Modification of Agreement

- 2.6.1. Modification of the terms and conditions of this Agreement, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification made by the other Party.
- 2.6.2. However, modification in the scope of Services may be made by CSVTU at any stage by giving 30 days prior notice to the consultant. In such a case the fees may be increased or decreased as the case may be on pro rata basis.
- 2.6.3. In case of delay caused due to any reasons except due to the default of consultant, the period of service agreement shall be extended with or without additional fees which may be decided by CSVTU.

2.7. Force Majeure

2.7.1. Definition

- a. For the purposes of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its

obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

- b. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Sub- Consultant or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement and (B) avoid or overcome in the carrying out of its obligations hereunder.
- c. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.7.2. No breach of Agreement

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

2.7.3. Measures to be taken

- a. A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.
- b. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than 14 (fourteen) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- c. The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

2.7.4. Extension of time

Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.7.5. Payments

During the period of its inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to be reimbursed for additional costs reasonably and necessarily incurred by it during such period for the purposes of the Services and in reactivating the Services after the end of such period.

2.7.6. Consultation

Not later than 30 (thirty) days after the Consultant has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.8. Suspension of Agreement

The University may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Consultant to remedy such breach or failure within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.

2.9. Termination of Agreement

2.9.1. By the University

The University may, by not less than 30 (thirty) days' written notice of termination to the Consultant, such notice to be given after the occurrence of any of the events specified in this

Clause 2.9.1, terminate this Agreement if:

- a. the Consultant fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within 30 (thirty) days of receipt of such notice of suspension or within such further period as the University may have subsequently granted in writing;
- b. the Consultant becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- c. the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 9.4 hereof;
- d. the Consultant submits to the University a statement which has a material effect on the rights, obligations or interests of the University and which the Consultant knows to be false;
- e. any document, information, data or statement submitted by the Consultant in its Proposals, based on which the Consultant was considered eligible or successful, is found to be false, incorrect or misleading;
- f. as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or

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- g. the University, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

2.9.2. By the Consultant

The Consultant may, by not less than 30 (thirty) days' written notice to the University, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.2, terminate this Agreement if:

- a. the University fails to pay any money due to the Consultant pursuant to this Agreement and not subject to dispute pursuant to Clause 10 hereof within 45 (forty-five) days after receiving written notice from the Consultant that such payment is overdue;
- b. the University is in material breach of its obligations pursuant to this Agreement and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently granted in writing) following the receipt by the University of the Consultant's notice specifying such breach;
- c. as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- d. the University fails to comply with any final decision reached as a result of arbitration pursuant to Clause 10 hereof.

- 2.9.3. CSVTU shall have right to review the performance of the consultant at different stages of services, if CSVTU is not desirous of continuation of the services of the consultant on ground of unsatisfactory performance or breach of any term or condition of the contract, it may terminate the agreement by giving notice of 15 days and by providing reasonable opportunity to be heard.

2.9.4. Cessation of rights and obligations

Upon termination of this Agreement pursuant to Clauses 2.3 or 2.9 hereof, or upon expiration of this Agreement pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause 3.3 hereof, (iii) the Consultant's obligation to permit inspection, copying and auditing of its accounts and records set forth in Clause 3.6 (ii) hereof, and any right or remedy which a Party may have under this Agreement or the Applicable Law.

2.9.5. Cessation of Services

Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the University, the Consultant shall proceed as provided respectively by Clauses 3.9 or 3.10 hereof.

2.9.6. Payment upon Termination

Upon termination of this Agreement pursuant to Clauses 2.9.1 or 2.9.2 hereof, the University shall make the following payments to the Consultant (after offsetting against these payments any amount that may be due from the Consultant to the University):

- (i) remuneration pursuant to Clause 6 hereof for Services satisfactorily performed prior to the date of termination; and
- (ii) except in the case of termination pursuant to sub-clauses (a) through (e) of Clause 2.9.1 hereof, reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Agreement including the cost of the return travel of the Consultant's personnel.

2.9.7. Disputes about Events of Termination

If either Party disputes whether an event specified in Clause 2.9.1 or in Clause 2.9.2 hereof has occurred, such Party may, within 30 (thirty) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 10 hereof, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATIONS OF THE CONSULTANT

3.1. General

3.1.1. Standards of Performance

The Consultant shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional

techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful adviser to the University, and shall at all times support and safeguard the University's legitimate interests in any dealings with Sub Consultants or Third Parties.

3.1.2. Terms of Service

The scope of Services to be performed by the Consultant are specified in the Terms of Services (the “TOS”) at Annexure 1 of this Agreement. The Consultant shall provide the deliverables specified therein in conformity with the time schedule stated therein.

3.1.3. Applicable Laws

The Consultant shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that any Sub-Consultant, as well as the Personnel and agents of the Consultant and any Sub-Consultant, comply with the Applicable Laws.

3.2. Conflict of Interest

3.2.1. The Consultant shall not have a Conflict of Interest and any breach hereof shall constitute a breach of the Agreement. (Refer Annexure 3)

3.2.2. Prohibition of conflicting activities

Neither the Consultant nor its Sub-Consultant nor the Personnel of either of them shall engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Agreement, any business or professional activities which would conflict with the activities assigned to them under this Agreement;
- (b) after the termination of this Agreement, such other activities as may be specified in the Agreement; or
- (c) at any time, such other activities as have been specified in the RFP as Conflict of Interest.

3.2.3. Consultant not to benefit from commissions discounts, etc.

The remuneration of the Consultant pursuant to Clause 6 hereof shall constitute the Consultant’ sole remuneration in connection with this Agreement or the Services and the

Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or to the Services or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-Consultant, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

- 3.2.4. The Consultant and its Personnel shall observe the highest standards of ethics and have not engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”). Notwithstanding anything to the contrary contained in this Agreement, the University shall be entitled to terminate this Agreement forthwith by a communication in writing to the Consultant, without being liable in any manner whatsoever to the Consultant, if it determines that the Consultant has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Agreement. In such an event, the University shall forfeit and appropriate the performance security, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the University towards, inter alia, time, cost and effort of the University, without prejudice to the University’s any other rights or remedy hereunder or in law.
- 3.2.5. Without prejudice to the rights of the University and the other rights and remedies which the University may have under this Agreement, if the Consultant is found by the University to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Agreement, the Consultant shall not be eligible to participate in any tender or RFP of CSVTU.
- 3.2.6. For the purposes of Clauses 3.2.4 and 3.2.5, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) **“corrupt practice”** means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for removal of doubt, offering of employment or employing or engaging in any manner whatsoever, directly or indirectly, any official of the University who is or has been associated in any manner, directly or indirectly with Selection Process or LOA or dealing with matters concerning the Agreement before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the University, shall be deemed to constitute influencing the actions of a person connected

with the Selection Process); or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser the University in relation to any matter concerning the Project;

- (b) **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (c) **“coercive practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Selection Process or the exercise of its rights or performance of its obligations by the University under this Agreement;
- (d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the University with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (e) **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

3.3. Confidentiality

The Consultant, its Sub-Consultants and the Personnel of either of them shall not, either during the term or within two years after the expiration or termination of this Agreement disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the University to the Consultant, its Sub-Consultants and the Personnel; any information provided by or relating to the University, its technology, technical processes, business affairs or finances or any information relating to the University’s employees, officers or other professionals or suppliers, customers, or contractors of the University; and any other information which the Consultant is under an obligation to keep confidential in relation to the Project, the Services or this Agreement (**“Confidential Information”**), without the prior written consent of the University.

Notwithstanding the aforesaid, the Consultant, its Sub-Consultants and the Personnel of either of them may disclose Confidential Information to the extent that such Confidential Information:

- (i) Was in the public domain prior to its delivery to the Consultant, its Sub-Consultants and the Personnel of either of them or becomes a part of the public knowledge from a source other than the Consultant, its Sub-Consultants and the Personnel of either of them;
- (ii) Was obtained from a third party with no known duty to maintain its confidentiality;
- (iii) is required to be disclosed by Law or judicial or administrative or arbitral process or by any Governmental Instrumentalities, provided that for any such disclosure, the Consultant, its Sub-Consultants and the Personnel of either of them shall give the University, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment;
- (iv) is provided to the professional advisers, agents, auditors or representatives of the Consultant or its Sub-Consultants or Personnel of either of them, as is reasonable under the circumstances; provided, however, that the Consultant or its Sub-Consultants or Personnel of either of them, as the case may be, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.
- (v) However the consultant/ sub consultant/ personal of consultant is permitted to use the drawing of the project/ photograph/ other necessary relevant information about the project, for participation an Architectural competition, display, seminar conversions & exhibition.

3.4. Liability of the Consultant

3.4.1. The Consultant's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.

3.4.2. Consultant's liability towards the University

The Consultant shall, subject to the limitation specified in Clause 3.4.3, be liable to the University for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.

3.4.3. The Parties hereto agree that in case of negligence or willful misconduct on the part of the

Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused to the University's property like structural damage designed by consultant/ architect shall not be liable to the University:

- (i) for any indirect or consequential loss or damage; and
- (ii) for any direct loss or damage that exceeds (a) the Consultancy Fee set forth in Clause 6.2.1 of this Agreement, or (b) the proceeds the Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such a liability in accordance with Clause 3.5, whichever of (a) or (b) is higher.

This limitation of liability shall not affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services.

3.5. Insurance to be taken out by the Consultant

First party (CSVТУ) shall not be liable towards any insurance claims by or against the second party and or its sub consultants

3.6. Accounting, inspection and auditing

The Consultant shall:

- (a) keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time Evaluation charges and cost, and the basis thereof (including the basis of the Consultant's costs and Evaluation charges); and
- (b) Permit the University or its designated representative periodically, and up to one year from the expiration or termination of this Agreement, to inspect the same and make copies thereof.

3.7 Not used

3.8. Reporting obligations

The Consultant shall submit to the University the reports and documents specified in the Agreement, in the form, in the numbers and within the time periods set forth therein.

3.9. Documents prepared by the Consultant to be property of the University

- 3.9.1. All plans, drawings, specifications, designs, reports and other documents prepared by the Consultant in performing the Services shall become and remain the property of the University, and the Consultant shall, not later than termination or expiration of this Agreement, deliver all

such documents to the University, together with a detailed inventory thereof. The Consultant may retain a copy of such documents. Restrictions about the future use of these documents shall be as specified in the Agreement.

3.9.2. All the working drawings required for the construction shall be submitted to the University.

3.9.3. The Consultant shall not use these documents for purposes unrelated to this Agreement without the prior written approval of the University. However the consultant is permitted to use the drawing of the project/ photograph and the necessary relevant information about the project for architectural competition display, seminar, convention and exhibition as architect's work.

3.10. Accuracy of Documents

The Consultant shall be responsible for accuracy of the data collected by it directly or procured from other agencies/authorities, the designs, drawings, estimates and all other details prepared by it as part of these services. Subject to the provisions of Clause 3.4, it shall indemnify the University against any inaccuracy in its work which might surface during implementation of the Project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the Consultant or arises out of its failure to conform to good industry practice. The Consultant shall also be responsible for promptly correcting, at its own cost and risk, the drawings including any investigations.

4. CONSULTANT'S PERSONNEL AND SUB-CONSULTANTS

4.1. General

The Consultant shall employ and provide such qualified and experienced Personnel as may be required to carry out the Services.

4.2. Approval of Personnel

4.2.1. The Personnel listed in Annexure 2 of the Agreement are hereby approved by the University ("Professional Personnel").

4.2.2. If the Consultant hereafter proposes to engage any person as Professional Personnel, it shall submit to the University its proposal along with a CV of such person in the form provided at "Section II" of the RFP.

4.2.3. At least two key professional staff proposed must be employees of the Bidder.

4.2.4. No alternative to key professional staff can be proposed

4.2.5. It is to be noted that in any case, Principal Architect of the Project cannot be substituted.

5. OBLIGATIONS OF THE UNIVERSITY

5.1. Assistance in clearances etc.

Unless otherwise specified in the Agreement, the University shall make best efforts to ensure that the Government shall:

- (a) Provide the Consultant, its Sub-Consultants and Personnel with work permits and such other documents as may be necessary to enable the Consultant, its Sub-Consultants or Personnel to perform the Services;
- (b) Facilitate prompt clearance through customs of any property required for the Services;
- (c) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

5.2 Technical assistance.

5.2 (a) The University will provide contour plan of the site.

5.2 (b) University will provide S.B.C. at various location suggested by the Technical consultant.

6. Deliverables time schedule and payment to consultant.

6.1 Consultancy Fee (Payment)

In consideration of the Services performed by the Consultant under this Agreement, the University shall make to the Consultant such payments and in such manner as is provided in Clause 6 of this Agreement. The total duration for preparing of final layout plan ,bldgs plan 3d,views,details drgs etc and DPR report ,other approvals, shall be[for phase 1] 12 weeks (after availability of SBC from CSVTU or as desire by CSVTU, and supervision will be up to finish of all works as per phase wise construction.

DELIVERABLES, TIME SCHEDULE AND PAYMENT TO THE CONSULTANT

**Table No. 4
For Master Plan**

Stages	Description of Deliverable & Time	Payment in %
Stage 1	After selection of consultant.	10% of scale charges quoted in Sr. No. 1 of table no. 4
Stage 2	Submission of master plan after taking into consideration, the modifications (if any) suggested by CSVTU.	Final payment as quoted in Sr. No. 1 of Table No. 4 less payment already made in stage 1.

**Table No. 5
For Phase – I Building**

Stages	Description of Deliverable & Time	Payment in %
Stage 1	On Submitting Conceptual layout & Designs of all building of Phase – I & stage – 1 estimate (Plinth area rate basis) for the same. (single line plan) (two weeks).	10% of the Total fees phase – I building.
Stage 2	On Submitting of preliminary scheme after taking into consideration the modification/changes suggested by CSVTU & their stage-I estimate (Double line plane) (two week).	20% of the total fees payable payment already made at stage-I
Stage 3	On incorporating CSVTU's suggestion and submitting drawings for approval from CSVTU (for preparation of working drawing) (3 weeks).	35% of the total fee payable less payment already made stage – I & II
Stage 4	On submission of working drawing, specification & schedule of quantities, estimate (detailed), structural detail, of civil work, Electrical, water supply sanitary i/c plumbing, HVAC, &	55% of the total fee payable less payment already made stage – I, II & III.

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	fire fighting, etc. (eight week)	
Stage 5	On inviting receiving and analyzing tenders: advising client's on appointment of contractors. (for Phase-I) (Two week after Stage-4)	Up to 55% of architectural fees
Stage 6	<p>a. On submitting working drawings and details required for commencement of work at site. (for Phase-I)</p> <p>b. (i) On completion of 20% of the work.</p> <p>(ii) On completion of 40% of the work.</p> <p>(iii) On completion of 60% of the work.</p> <p>(iv) On completion of 80% of the work.</p> <p>(v) On virtual completion.</p> <p>(Seventy Eight week after Stage-4 or As per the released of Fund from CSVTU)</p>	<p>Up to 60% of architectural fees for phase-I</p> <p>(i) estimate cost.</p> <p>Up to 65% of architectural fees for phase-I</p> <p>(ii) estimate cost.</p> <p>Up to 70% of architectural fees for phase-I</p> <p>(iii) estimate cost.</p> <p>Up to 75% of architectural fees for phase-I</p> <p>(iv) estimate cost.</p> <p>Up to 80% of architectural fees for phase-I</p> <p>(v) Estimate cost.</p> <p>Up to 90% of architectural fees for phase-I</p> <p>estimate cost.</p>
Stage 7	On submitting completion report and drawing for issuance of completion/ occupancy certificate by statutory authorities, wherever required and issue of as build drawings.	Up to 100% of architectural fees for Phase-I estimate cost.

	Total	100%
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In case of extra item if occurred during construction the consultant will be paid separately based on the actual cost of construction.

1. Once any design is approved by CSVTU any changes in the design specifications shall be initiated only with prior approval of CSVTU.
2. 5% will be deducted from each of the payments as performance security which will be refunded without interest after three months of successful completion of project subject to conditions enclosed in the General Conditions of contract
4. University shall deduct taxes at source, from the amounts payable as per applicable laws.
5. The University would endeavour to provide its comments or approval on documents submitted by the consultant within 30 days from the date of submission. The above timeline is independent of the time that may be required for approval and providing comment on the document submitted
6. In case the project is delayed on account of delay on the part of consultant in providing services, drgs and other deliverables, penalty will be imposed against consultants@ of 1% per week of consultancy fee and maximum up to 10%

6.2 Currency of payment

All payments shall be made in Indian Rupees. The Consultant shall be free to convert Rupees into any foreign currency as per Applicable Laws.

7. LIQUIDATED DAMAGES AND PENALTIES

7.1. Performance Security

- 7.1.1. The University shall retain by way of performance security (the "Performance Security"), 5% (five percent) of all the amounts due and payable to the Consultant, to be appropriated against breach of this Agreement or for recovery of liquidated damages as specified in Clause 7.2 herein. The balance remaining out of the Performance Security shall be returned to the

Consultant at the end of 3 (three) months after the expiration of this Agreement pursuant to Clause 2.4 hereof.

7.2. Liquidated Damages

7.2.1. Liquidated Damages for delay

In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 0.2% (zero point two percent) of the Consultancy Fee per day, subject to a maximum of 10% (ten percent) of the Consultancy Fee will be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time shall be granted.

7.2.2. Encashment and appropriation of Performance Security

The University shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Consultant in the event of breach of this Agreement or for recovery of liquidated damages specified in this Clause 7.2.

7.3. Penalty for deficiency in Services

In addition to the liquidated damages not amounting to penalty, as specified in Clause 7.2, warning may be issued to the Consultant for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the University, other penal action including debarring for a specified period may also be initiated as per policy of the University.

7.4 Penalty for replacement of key personnel:

University expects all the Key Personnel to be available during implementation of the Agreement. University will not consider substitution of Key Personnel except for reasons of any incapacity or due to health or resignation of the Key Personnel from the company. I. Maximum of two key persons listed above can be replaced during the tenure of the assignment with equivalent or

higher qualification and experience with prior permission from the University. Any change more than two of the key persons during the tenure of the assignment would attract an one-time penalty of 1% of the professional fees for the assignment for each such change. It is to be noted that in any case, Principal Architect of the Project cannot be substituted.

8. FAIRNESS AND GOOD FAITH

8.1. Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Agreement and to adopt all reasonable measures to ensure the realisation of the objectives of this Agreement.

8.2. Operation of the Agreement

The Parties recognize that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Agreement either Party believes that this Agreement is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause shall not give rise to a dispute subject to arbitration in accordance with Clause 10 hereof.

9. OTHER CONDITIONS

9.1 In the event the University desires the Consultant to perform such additional services which are not within the Terms of Reference as specified in Annexure 1 (“Additional Services”), the Consultant shall agree to perform such Additional Services on such renegotiated, modified and new terms and conditions as may be mutually agreed by the Parties.

9.2 The University shall provide to the Consultant documents/ information/ reports as may be required by the Consultant to enable it to provide the Services. The University undertakes and agrees to

furnish to the Consultant from time to time such other documents/ reports/ information in its possession and/or knowledge as it may consider relevant to perform the Services, as and when such information is received by/ available with the University.

- 9.3** All intellectual property conceived, originated, devised, developed or created by the Consultant, its agents, specifically for the purpose of rendering the Services, shall vest with the University unless otherwise agreed, between the University and the Consultant. The University as sole beneficial owner shall be entitled to use such intellectual property for the purpose of the Project
- 9.4** Unless otherwise agreed, the University shall have the copyright on all the reports, documents and maps etc., authored, prepared or generated during the course of the Services to be provided by the Consultant.

10. SETTLEMENT OF DISPUTES

10.1. Amicable settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof.

10.2. Dispute resolution

- 10.2.1.** Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the “Dispute”) shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 10.3.
- 10.2.2.** The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

10.3. Conciliation

In the event of any Dispute between the Parties, either Party may call upon H` Vice Chancellor, of CSVTU and consultant for amicable settlement, and upon such reference, the said persons shall meet no later than 10 (ten) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 10 (ten) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 10.2.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 10.4.

10.4. Arbitration

- 10.4.1. Any Dispute which is not resolved amicably by conciliation, as provided in Clause 10.3, shall be finally decided by reference to arbitration by a University of Arbitrators appointed in accordance with Clause 10.4.2. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the “Rules”), or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996. The venue of such arbitration shall be Durg and the language of arbitration proceedings shall be English.
- 10.4.2. There shall be a University of three arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected, and in the event of disagreement between the two arbitrators, the appointment shall be made in accordance with the Rules.
- 10.4.3. The arbitrators shall make a reasoned award (the “Award”). Any Award made in any arbitration held pursuant to this Clause 10 shall be final and binding on the Parties as from the date it is made, and the Consultant and the CSVTU agree and undertake to carry out such Award without delay.
- 10.4.4. The Consultant and the CSVTU agree that an Award may be enforced against the Consultant and/or the CSVTU, as the case may be, and their respective assets wherever situated.

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10.4.5. This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed in their respective names as of the day and year first above written.

SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AND DELIVERED

For and on behalf of
Consultant:

For and on behalf of
Chhattisgarh Swami Vivekanand Technical University

(Signature)

(Signature)

(Name)

(Name)

(Designation)

Registrar

(Address)

Chhattisgarh Swami Vivekanand Technical
University – North Park Avenue Sec. 8 Bhilai
(C.G.)

In the presence of:

1.

Annexure 1

Terms of Services

(Reference invited to the scope of services set out in the RFP document)

Annexure 2

Details of Professional Personnel

*(To be prepared based on CV's of the Personnel submitted by the Selected Bidder and approved by the
University)*

Annexure 3

(See Clause 3.2.2)

Guidance Note on Conflict of Interest

1. This Note further explains and illustrates the provisions of Clause 3.2 of the Agreement and shall be read together therewith in dealing with specific cases.
2. Consultants should be deemed to be in a conflict of interest situation if it can be reasonably concluded that their position in a business or their personal interest could improperly influence their judgment in the exercise of their duties. The process for selection of consultants should avoid both actual and perceived conflict of interest.
3. Conflict of interest may arise between the University and a consultant or between consultants and present or future concessionaries/ contractors. Some of the situations that would involve conflict of interest are identified below:
 - (a) University and consultants:
 - (i) Potential consultant should not be privy to information from the University which is not available to others.
 - (ii) Potential consultant should not have defined the project when earlier working for the University.
 - (iii) Potential consultant should not have recently worked for the University overseeing the project.
 - (b) Consultants and concessionaires/contractors:
 - (i) No consultant should have an ownership interest or a continuing business interest or relationship with a potential concessionaire/ contractor.
 - (ii) No consultant should be involved in owning or operating entities resulting from the project.
 - (iii) No consultant should bid for works arising from the project (Phase-I).

The participation of companies that may be involved as investors or consumers and officials of the University who have current or recent connections to the companies involved, therefore, needs to be avoided.

4. The normal way to identify conflicts of interest is through self-declaration by consultants. Where a conflict exists, which has not been declared, competing companies are likely to bring this to the notice of the University. All conflicts must be declared as and when the consultants become aware of them.
5. Another approach to avoiding a conflict of interest is through the use of “Chinese walls” to

avoid the flow of commercially sensitive information from one part of the consultant's company to another. This could help overcome the problem of availability of limited numbers of experts for the project. However, in reality effective operation of “Chinese walls” may be a difficult proposition.

As a general rule, larger companies will be more capable of adopting Chinese walls approach than smaller companies. Although, “Chinese walls” have been relatively common for many years, they are an increasingly discredited means of avoiding conflicts of interest and should be considered with caution. As a rule, “Chinese walls” should be considered as unacceptable and may be accepted in exceptional cases upon full disclosure by a consultant coupled with provision of safeguards to the satisfaction of the University.

6. Another way to avoid conflicts of interest is through the appropriate grouping of tasks. For example, conflicts may arise if consultants drawing up the terms of reference or the proposed documentation are also eligible for the consequent assignment or project.
7. Another form of conflict of interest called “scope-creep” arises when consultants advocate either an unnecessary broadening of the terms of reference or make recommendations which are not in the best interests of the University but which will generate further work for the consultants. Some forms of contractual arrangements are more likely to lead to scope-creep. For example, lump-sum contracts provide fewer incentives for this, while time and material contracts provide built in incentives for consultants to extend the length of their assignment.
8. Every project contains potential conflicts of interest. Consultants should not only avoid any conflict of interest, they should report any present/ potential conflict of interest to the University at the earliest. Officials of the University involved in development of a project shall be responsible for identifying and resolving any conflicts of interest. It should be ensured that safeguards are in place to preserve fair and open competition and measures should be taken to eliminate any conflict of interest arising at any stage in the process.