

Cost Rs. 1000/-

# **UNIVERSITY WORKS DEPARTMENT**

**BIDDING DOCUMENT FOR  
INVITATION FOR EXPRESSION OF INTEREST  
FOR  
SELECTION OF ARCHITECT-CONSULTANT**

**FOR**

**CONSTRUCTION OF ONE NATIONAL LEVEL  
SWIMMING POOL**

**AT**

**GURU JAMBHESHWAR UNIVERSITY OF  
SCIENCE & TECHNOLOGY, HISAR**

**GURU JAMBHESHWAR UNIVERSITY OF SCIENCE & TECHNOLOGY, HISAR  
UNIVERSITY WORKS DEPARTMENT**

**TERMS OF REFERENCE**

**FOR**

**Engagement of Architect-Consultant for preparation of Architectural/Structural as per IS 456 including proof checking/Air Conditioning/ Solar lighting, EI/PH/other Allied Services, drawings based on eco friendly, energy efficient and green building concept, Soil Investigations, preparation of DPR, Detailed estimate on HSR basis, BOQ for construction of one National Level Swimming Pool at Guru Jambheshwar University of Science & Technology, Hisar.**

**Date of Issue.....**

**Name of Agency to whom issued the Document \_\_\_\_\_**

**Tender fee of Rs. 1000/- Receipt no. & date if purchased by hand \_\_\_\_\_**

**D.D. No. & Date if downloaded from the Website \_\_\_\_\_**

**Executive Engineer (PH)  
UWD, GJUS&T Hisar.**

**Superintending Engineer  
UWD, GJUS&T Hisar.**

**GURU JAMBHESHWAR UNIVERSITY OF SCIENCE & TECHNOLOGY, HISAR  
UNIVERSITY WORKS DEPARTMENT**

<b>NAME OF WORK :</b>	Engagement of Architect-Consultant for preparation of Architectural/Structural as per IS 456 including proof checking/Air Conditioning/ Solar lighting, EI/PH/other Allied Services drawings based on eco friendly, energy efficient and green building concept, Soil Investigations, preparation of DPR, Detailed estimate on HSR basis, BOQ for construction of one National Level Swimming Pool at Guru Jambheshwar University of Science & Technology, Hisar.
Last date and time of receipt of technical bids	Date 29.10.2015 up to 1:00 pm
Time and date of opening of Technical Bids	Date 29.10.2015 at 3:30 pm
Name of Officer to whom bids are to be submitted	Superintending Engineer, UWD, GJUS&T, Hisar
Place of opening of bids	O/o the Registrar, GJUS&T Hisar.
Officer inviting bids	Registrar, GJUS&T Hisar.

**Superintending Engineer  
GJUS&T Hisar.**

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**SECTION – 1**

**NOTICE FOR EXPRESSION OF  
INTEREST**

**Press Notice**

**GURU JAMBHESHWAR UNIVERSITY OF SCIENCE & TECH., HISAR**

**University Works Department**

**Expression of Interest for Architect-Consultant for Swimming Pool**

**(Re-invited)**

Guru Jambheshwar University of Science & Technology, Hisar proposes to engage Architects – Consultants for designing national level Swimming Pool.

Reputed companies, may submit **Expression of Interest** to the Superintending Engineer, Guru Jambheshwar University of Science & Technology, Hisar 125001 up to 1.00pm on or before 29.10.2015. EOI documents can be obtained from office of the Superintending Engineer, University Works Department GJU S&T, Hisar on cash payment of Rupees one thousand or bank draft in favour of Registrar GJU S&T, Hisar on any working day up to 5.00 pm or can be downloaded from the University website [www.gjust.ac.in](http://www.gjust.ac.in). The agencies/consultants who have already applied need not to apply again. For any query, please contact at 01662-263105, 263155.

**REGISTRAR**

**Subject: Engagement of Architect-Consultant for preparation of Architectural/Structural as per IS 456 including proof checking/Air Conditioning/ Solar lighting, EI/PH/other Allied Services, drawings based on eco friendly, energy efficient and green building concept, Soil Investigations, preparation of DPR, Detailed estimate on HSR basis, BOQ for construction of one National Level Swimming Pool at Guru Jambheshwar University of Science & Technology, Hisar.**

**Detailed Notice**

1. Engagement of Architect-Consultant for preparation of Architectural/Structural as per IS 456 including proof checking/Air Conditioning/ Solar lighting, EI/PH/other Allied Services drawings based on eco friendly, energy efficient and green building concept, Soil Investigations, preparation of DPR, Detailed estimate on HSR basis, BOQ for construction of one National Level Swimming Pool at Guru Jambheshwar University of Science & Technology, Hisar.

Sr No	Name of work	Earnest Money (in Rs.)	Cost of tender form (in Rs.)	Date & time of Submission of EOI	Engagement Period
1	2	3	4	5	6
1	Engagement of Architect-Consultant for preparation of Architectural/Structural as per IS 456 including proof checking/Air Conditioning/ Solar lighting, EI/PH/other Allied Services drawings based on eco friendly, energy efficient and green building concept, Soil Investigations, preparation of DPR, Detailed estimate on HSR basis, BOQ for construction of one National Level Swimming Pool at Guru Jambheshwar University of Science & Technology, Hisar.	10,000/-	1000/-	29.10.2015 upto 1:00 pm	Only for Swimming Pool.

- 1 Bidding Documents can be downloaded from the University Website [www.gjust.ac.in](http://www.gjust.ac.in) by the Agency/Firm. Rs. 1000/- (non refundable) as cost of tender fees in shape of a demand draft in favour of the Registrar, GJUS&T payable at Hisar.
- 2 Bid documents can be obtained on making payment of Rs.1000/- (non refundable) from the office of the Superintending Engineer, University Works Department, GJUS&T, Hisar during office hours i.e. from 9.00 Am to 5.00 PM.
- 3 Prequalification Criteria, Scope of work, Term of reference etc. can be seen on any working day during office hours in office of the Superintending Engineer, UWD, GJUS&T Hisar.

4

**Key Dates:-**

- (i) Last Date and Time of receipt of documents to be submitted physically or by post, if any : 29.10.2015 upto 1:00pm.
- (ii) Date and Time for Opening of Technical Envelops say: 29.10.2015 at 3:30pm in the o/o the Registrar, GJUS&T Hisar.
- (iii) Date and Time for Opening of Price Bid will be informed to short listed/qualified agencies/firms separately.

5 Downloaded documents submitted without tender fees will summarily be rejected.

6 The earnest money will be submitted in shape of demand draft in favour of Superintending Engineer, GJUS&T, Hisar

In the first instance, envelop of Earnest Money and tender fees shall be opened. If the Earnest Money and tender fees are found proper, the Envelop 'TI' containing Technical Bid documents shall be opened in the presence of such agencies/firms who choose to be present. **Financial bids will be invited only from qualified/short-listed agencies/firms separately. The date of opening of Financial Bid will be informed later on to the qualified agencies/firms.**

The Architects will submit the necessary documents as under:-

**Envelope – Technical Bid Envelope**

The Architect can submit their bid documents as per the dates mentioned in the key Dates above:-

T-1:- Cost of tender form i.e. D.D. of Rs. 1000.00 in favour of Registrar, GJUS&T, Hisar.

T-1:- Earnest Money i.e. D.D. of Rs. 10000.00 in favour of Superintending Engineer, GJUS&T, Hisar.

T-2:- Detailed Technical Bid document duly signed every page by the agency.

**Envelope – Financial Bid Envelope**

F-1:- Financial Bid-Section-5.

**CONDITONS:-**

- 1) Conditional offers will not be entertained & are liable to be rejected.
- 2) In case the day of opening of technical bid happens to be holiday, the offers will be opened on the next working day. The time and place of receipt of Bid and other conditions will remain unchanged.
- 3) The undersigned reserve the right to reject any tender or all the tenders without assigning any reason.
- 4) The offer without earnest money will not be opened.
- 5) The offers are to be submitted as a percentage to the cost of the work which will be determined on the basis of plinth area rates of the Deptt. applicable on the date of tender. Architects are requested to check it before tender.
- 6) The jurisdiction of court will be at Hisar.



- 7) The interested Architects can submit the documents in sealed cover in person or through Registered post AD or Speed post ensuring that the same reaches appropriate authority at the appointed place before the deadline. Department shall not be responsible for postal delay, if any.
- 8) All pages of the bid document submitted should be signed by the bidder. Rates should be written in figure. If there is discrepancy in the figure and the words, the rates given in the word shall govern unless it clearly repugnant in the context.
- 9) Bidders must strictly abide by all the stipulations set forth while bidding for the work. In case any bidder does not comply with the procedure prescribed, it may be presumed that he is not interested in bidding and the work may not be let out him.
- 10) The GJUS&T Hisar reserves the right to postpone the submission/opening date and to accept/reject any or all the financial bids without assigning any reasons thereof.
- 11) The transfer of financial documents issued to one intending bidder to another bidder is not admissible. Bidder can submit bid only on the documents issued to him by Department.
- 12) The offer of the bidder who does not satisfy the qualification criteria in the bid documents are liable to be rejected summarily without arising any reason and no claim whatsoever on this account will be considered.
- 13) The bid for the work shall remain open for acceptance during the bid validity period to be reckoned from the date of submission of Expression of Interest. Bids would require to be valid for 6 months from the date of receiving of EOI.
- 14) **The bidder will submit a affidavit on non-judicial stamp paper regarding not black listed from Govt./Semi-Govt. departments/University etc.**

(For and on behalf of Registrar)  
**Superintending Engineer,  
GJUS&T Hisar.**

SECTION – 2

**INSTRUCTIONS TO BIDDERS**

S E T I O N – 2

**INSTRUCTIONS TO BIDDERS**

**1 General**

1.1 The work is proposed to be executed under the Following relationship :-

- a) Client : GJUS&T, Hisar (Haryana).
- b) Employer : Registrar, GJUS&T, Hisar 125001 (Haryana).
- c) Engineer-in-Charge/Engineer : Superintending Engineer, GJUS&T Hisar.
- d) Architect : The successful tenderer to whom the work is awarded shall become the Architect for the execution of this work.

**2 Eligibility Criteria (for construction of swimming pool)**

- 2.1 This invitation of bids is open to Architects/Architectural companies of National Repute. Individual/All partners should possess a Graduation Degree in Architecture approved by Indian Council of Architecture.
  - 2.2 Individual/ All partner should be registered with Indian Council of Architecture. The applicant should possess experience in the field for not less than ten years as on 31.08.2015.
  - 2.3 *Should have satisfactorily completed works of designing atleast 2 Nos. Half size i.e. 25m x 12m or one National level swimming pool i.e. 50m x 25m including all accessories in last 7 years (ending March 31, 2015). Certificates from the Executive Engineer or equivalent should be submitted.*
  - 2.4 Financial turnover of Rs.75.00 Lacs. per annum in any one financial year during last five years duly audited by a C.A. (10% compounded value per year to be added).
  - 2.5 Should not have incurred any loss in more than 2 years during last five years duly certified by C.A.
  - 2.6 Availability of Key Personnel and latest Equipments/Software to attain the timely completion of work.
- 3 University Works Department, GJUS&T intends to construct the Building in a balance piece of land measuring about 125 acres in Guru Jambheshwar University of Science & Technology, Hisar. The Swimming Pool is to be designed as per latest norms of the University Grants Commission (UGC), Nation Building Code (NBC), PWD Disability Act 1995 & CPWD Guidelines.

- 4 The swimming pool is to be designed as per National Building Code & University Grant Commission guideline.
- 5 The main features to be designed in the campus are :
- Green Buildings are to be constructed Multistoried may be upto 8 storied high or above.
- Expected projects.**
- University Computer & Informatics Centre.
  - Teaching blocks including Lecture Theatres.
  - Directorate of Distance Education.
  - Swimming Pool of National Standards.
  - Boys & Girls Hostel.
  - Automatic fire alarm system, sprinklers, Underground/Overhead water tanks, Fire Censing, LAN, EPABX, Solar Water heating, Rain Water Harvesting, Air Pressurizing System for lift well & staircases etc. as per norms.
  - Water Supply, Sewerage System.
  - Landscape
  - Revision of Master Plan of balance piece of land.
- 6 University Works Department requires the Architect to observe the highest standard of ethics during selection process and the execution of contracts. If it is found at any time that a Architect has misrepresented itself, or provided false information, he is liable to be disqualified.
- 7 The Architect may carefully note that they are liable to be disqualified at any time during bidding process in case any of the information furnished by them is not found to be true.
- 8 The Architect must obtain for itself on its own responsibility and its own cost all the information including risks, contingencies and other circumstances in execution of the work. It shall also carefully read and understand all the obligations and liabilities given in term of reference documents.
- 9 The Architect is advised to visit and examine the site where the work is to be executed and its surroundings or other areas as deemed fit by the Architect and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and execution of the contract. The cost of visiting the site and collecting relevant data shall be at the Architect's own expenses. The Architect is deemed to have visited the site and satisfied itself with all the conditions prevailing including any difficulties for preparation of drawings.

10 All the pages of the term of reference documents submitted by the Architect shall be signed and stamped by the Architect or his representative holding the Power of Attorney (Enclose original/attested photocopy of the Power of Attorney).

11 **Withdrawal of tender.**

No bids can be withdrawn after submission before the approval of bid subject to condition that E/M will be forfeited.

12 **Evaluation and comparison of Bids**

12.1 The Employer reserves the right to negotiate the offer submitted by the tenderer to withdraw certain conditions or to bring down the rates/contract price to a reasonable level.

13 **Award of Contract**

13.1 Letter of Acceptance issued by the Employer/Engineer shall constitute a legal and binding contract between Employer/Engineer and the Architect till such time the contract agreement is signed.

14 **Attachments**

Applicant is required to submit the general information and his origination structure on farm A attached with the document supported by documents where required. All documents should be in duplicate (original and one copy) along with two CD's (PDF and word format).

- a. **LETTER OF TRANSMITTAL and information as per format of FORM-A and Section-4 of the E.O.I. document.**

15 **Selection Procedure**

The selection procedure will involve three stages.

**First Stage**

The technical/screening committee will prepare a merit list of the eligible applicants based on the scrutiny of information/documents submitted with EOI. However, mere fulfillment of minimum eligibility criteria will not entitle to be short listed.

The University reserve the right to shortlist any number of applicants.

**Second Stage**

The short-listed applicants will be required to make a detailed presentation of the best National Level Swimming Pool who have successfully completed in last 7 years before the committee (to be constituted by the University) at the given place, venue, date and time. The selected faculty of the University may also be invited to watch the presentation. It may represent a comprehensive referral document for sustainable development of infrastructure, Philosophy of eco-green campus/energy conservation techniques in buildings and services.

The applicants will also be required to submit soft copies of their presentation/Technical proposal in duplicate. The technical proposal and presentations will be evaluated by the committee to select a suitable number of applicants for participation in the third stage.

### **Third Stage**

In this stage, the short-listed applicants will be invited to provide more detailed schematic architectural design of important buildings/Swimming Pool supported by scaled drawings, presentations giving three dimensional visualization, timelines and deliverables as per instructions accompanying the letter of invitation. The buildings should comply with National Buildings Code. **All the applicants participating in the third stage will also be required to submit financial bid in a separate sealed cover along with the technical proposal.**

The committee will finalize the detailed criteria for the evaluation and award of marks to the design proposal.

The financial proposal of top three applicants only will be opened. The financial bid of the remaining applicants will be retained (un opened) by the University. The applicant, who has obtained the highest marks for the design proposal, will be required to match the lowest price bid amongst the top three applicants. If deemed necessary, the committee may resort to negotiations before the award of work.

The design, models, proposals, documents/CD's etc submitted by the participants will become the property of the University should be treated as strictly confidential.

The University reserves the right not to accept the applicant who has been awarded maximum marks and is also not bound to award the work.

The University reserves the right to reject any or all applications without assigning any reason or incurring any liability thereof.

The finally selected firm will have to sign an agreement with the University.

The University reserves the right to amend the selection process at any stage or to close the invitation at any stage without assigning any reason whatsoever.

No reason/justification/explanation for any aspect of the selection/evaluation process shall be provided and the decision of the University shall be final and binding on all without any right of appeal.

## **SECTION – 3**

### **TERMS OF REFERENCE**

**SECTION – 3**  
**TERMS OF REFERENCE**

**1.0 SCOPE OF WORK:**

The scope of the work shall consist of carrying out the following activities in connection with the setting up of construction of one National level swimming pool (as detailed in Notice Inviting Bids) proposed to be constructed at GJUS&T Hisar, Haryana. GJU intends to build on a balance piece of land measuring 125 acres out of 372 acres. Expression of interest (EOI) are invited from highly reputed Architect/Architectural Consultancy Agency/Consortium/Company etc. to participate in an Architectural design competition for detailed architectural design of the proposed swimming pool based on eco-friendly, energy-efficient and green building concept. The scope described hereunder is only indicative in nature and shall not be limited to the same: -

- a) Carry out investigations as may be required for the purpose of finding out the stability of any building or other structures in the campus, will also give the remedial measures for restoration/remodeling if required and the details of specifications/ quantities/ architectural and structural drawings as per IS 456 & its proof checking of various items.
- b) At the time of submission of drawings, the Architect shall also submit preliminary Architectural design, Engineering design, Structural design and Drawings for all items of works along with Bill of Quantities with calculations for all quantities, cost estimate as per HSR, analysis of rates and detailed specifications for all the items of the work for invitation of tenders for fixing executing agencies.
- c) Based on the approved Conceptual Drawings, preliminary Architectural/Structural design, surveys and technical investigation, the Design Consultant shall prepare detailed layout plans of swimming pool, showing approach roads, buildings etc., prepare detailed engineering design, design calculations and drawings including detailed construction working drawings for all items of works. The drawings shall be prepared on computer in standard CAD formats. The entire final approved designs and estimates shall be submitted duly signed in original in 10 copies on A-1 size along with CDs.
- d) The Architect shall get the Layout plan, Architectural design/ drawings/specifications approved from the Employer and the Committee formed for giving detailed presentation. The Architect will also prepare a 3D picture and drawings with computer graphics also. **The Architect will prepare the drawings as**



**per local by-laws and norms of Town and Country Planning Deptt./Municipal Council, Hisar & will get the drawings approved from Municipal Council, Hisar.**

- e) The Architect shall also get the following Utility Service Systems designed and provide the necessary drawings. He will also ensure supervision of the installations from the various experts regularly during construction without no extra cost.

**H (i) Electrical and Communication**

- Substation including H.T. Cable, HT Panel, Transformer, Substation Accessories.
- HT/LT Panel Room Layout.
- Medium Voltage main and Sub-main power control centre, motor control center, lighting and power distribution boards etc.
- Medium Voltage Cabling.
- Low Voltage Control Cabling.
- Electrical distribution system comprising of panels, distribution boards, bus ducts, cables & cable trays layout, lighting with circuiting based on reflected ceiling plans for common areas only.
- Internal and External Lighting installations with poles Luminaries, fans and fittings etc. for common area are only.
- Captive power generation equipment like DG set, UPS and changeover control centers, DG room layout with panel details etc.
- Emergency lighting, common area lighting.
- Earthing and lightning protection system.
- Low Voltage System Like .
- Telephone /EPABX System.
- Fire Detection and alarm system.
- Communication network, LAN.
- Public Address and Music System.

**H (ii) Water Supply and Drainage**

- Internal drainage system of common toilets, pump room, plants, common pantries etc.
- Internal water supply system & distribution for the above.
- External water Supply system, water tanks, pump room layout, water distribution system.
- Building and site storm water disposal and rain water collections/Re-utilization etc.
- Define parameters for water softening/waste water treatment etc.
- Define parameters sewage Treatment Plant.
- Rain water Harvesting System.

### **H (iii) Fire Fighting System**

- Hydrant System.
  - Wet riser System.
  - Sprinkler System.
  - Pump Room, Layout with pumps & pump details.
  - Fire Hydrant Panel.
  - Pressurizing System for lifts/staircases.
- i) The Architect shall get the structural design done of foundations, beams, columns, slabs, walls, overhead/underground tanks etc. and get the design and working/detailed drawings proof checked from any of the following institution/undertakings; NIT's, PEC, Chandigarh and IIT's.
- j) The Architect must submit their plans with 3D, Auto CAD Drawings based upon the analysis with the required systems. Extensive three dimensional inference management, with low and high existing structures is required to be seen before finalizing any plans.
- k) The Architect shall supply free of cost all drawings i.e. Architectural plans, elevations, cross sections, working drawings and structural drawings of appropriate size in sufficient copies as directed by the Engineer/Employer.
- l) The Architect shall also arrange list of recommended spares, operations and maintenance manual for the system installed.
- m) The Architect shall provide design support during construction stage including temporary works design, scaffolding/shuttering arrangements etc. and all required modifications during construction as desired by employer or as per requirement of site.
- n) The Architect shall visit the site during the contract/construction period, without any extra cost, as directed by the Engineer in case of any problem relating to design/drawings atleast once in a month or more as required. The architect shall also arrange the regular visit of the Structural Engineer as and when required/or asked for by the Engineer. There will be no limit on number of necessary site visits of the Architect and decision of the Engineer-in-charge in this regard shall be final.
- o) The Architect during the period of this assignment, and thereafter, till the satisfactory completion of the construction of the work, act as Design Consultant and give any advice regarding the construction of this work, in particular, to intending contractors who would tender and undertake the construction of this work.
- p) The Architect shall be responsible for accuracy of the designs, drawings and construction drawings prepared by him as part of the project. Designs will be economical.

- q) The Architect shall promptly notify the Engineer-in-Charge of any change in the constitution of his firm. It shall be open to the Engineer-in-Charge to terminate the Agreement on the death, retirement, insanity or insolvency of any person being Director in the said firm, or on the addition or introduction of a new Director without the previous approval in writing of the Engineer-in-Charge. But until its termination by the Engineer-in-Charge as aforesaid, this agreement shall continue to be in full force and effect notwithstanding any changes in the constitution of the firm by death, retirement, insanity or insolvency of any of its Director or addition or introduction of any new Director. In case of death or retirement, the serving or remaining Directors of the firm shall be jointly and severally liable for the due and satisfactory performance of all the terms and conditions of the Agreement.
- r) The key personnel comprising the Architect team for the work should be drawn from the permanent staff of the firm. These key personnel will be continuously associated with the design and drawings of this work from beginning to completion of the work.

## **GENERAL GUIDELINES FOR ARCHITECTURAL DESIGN STRUCTURAL**

### **2.0 DESIGN OF BUILDINGS/ROADS:**

- 2.1 The Architectural design shall be carried out as per Terms of specifications of latest additions (and upto date correction/amendment/errata) of UGC Standards, Indian Building Code, PWD Disability Act, 1995/ CPWD Guidelines etc.
- 2.2 The structural design shall be carried out as per terms of specifications of latest editions (and upto date correction/amendment/errata) of IS Codes, Other relevant Seismic/other codes for making Building Earthquake Resistant, Roads as per IRC (Indian Road Congress) and ISI (Indian Standard Institution) now BIS (Bureau of Indian Standards) and as desired by the Client /Employer.

### **3.0 EARNEST MONEY**

The earnest money of unsuccessful bidders will be refunded after allotment of Architect-consultant. The earnest money of engaged panel Architect-consultant will be refunded against bank guarantee of same amount in lieu of performance security.

### **4.0 CONTRACT AGREEMENT :**

The Architect shall enter into and execute the Contract agreement in the form of agreement (Annexure-II) within 15 days from the date of issue of Letter of Acceptance. The stamp papers of the requisite value as per the prevailing laws shall be provided by the Architect at his own cost. Original agreement shall be retained by the Employer/Engineer and a certified copy shall be made available to the Architect.

### **5.0 RATES TO BE ALL INCLUSIVE :**

- 5.1 The rates/price to be quoted in financial bid shall be for the complete scope of work as described in the tender document. Any item of work included in the scope of work may not be exclusively described in the document. The price to be quoted in the Bid Form shall also take care of all such items of assignment.

The price quoted should also be inclusive of all types of direct and indirect taxes, Labour cess imposed by Central/State Govt. and local bodies. However, any statutory variation in and/ or fresh imposition of such levies/ taxes relevant to this contract shall be reimbursed by the Employer after submission of documentary evidences by the Architect and verification of the same by the Department.

No price adjustment shall be applicable and the price as accepted shall remain firm and hold good till the completion of assignment/work in all respects. No additional

claim or amount shall be admissible on account of any fluctuations in any market rates. The Architect shall carried out all the change in the drawings and other scope of works at his own cost due to any change in site condition or any change made by the Employer. Nothing extra shall be paid on this account.

**6.0 Payment :**

**6.1 The running payment will be made on the basis of administrative approval/Detailed Estimate and final payment will be made on the actual total cost of the completed work including Civil, PH, Electrical, Air-conditioning, Fire-fighting, Landscaping, interiors service etc.**

6.2 The accepted contract price shall form the basis of payment to the Architect. Payment shall only be made after submission of bill(s) by the Consultant. The payment shall generally be made within 30 days from the submission of the bill by the Architect. However, no payment shall be made to the Architect till such time Service tax registration certificate is submitted. Payment shall be made on proportionate basis in the following stages: -

<b>Sr. No.</b>	<b>Stage</b>	<b>Schedule of Services</b>	<b>Stages of Payment</b>
1	Stage 1 <sup>st</sup>	On receipt of complete architectural drawing and acceptable to the University.	25% of the total fee payable.
2	Stage 2 <sup>nd</sup>	On receipt of complete architectural drawing and structural design & drawings and acceptable to the University.	50% of the total fee less payment already made under stage-1.
3	Stage 3 <sup>rd</sup>	On receipt of complete architectural drawing and structural design drawings, BOQ, detailed estimates and DPR acceptable to the University.	75% of the total fee less payment already made under stage-1 & 2.
4	Stage 4 <sup>th</sup>	After completion of project and after final payment of work.	Remaining 25% to be paid on the completion of work of construction.

**7.0 SCHEDULE FOR COMPLETION OF WORK :**

The Architect shall carryout the work indicated at S. No. 1 to 4 in the above clause.

**8.0 Schedule of modification during construction:** The Architect shall submit the modified design/drawing during construction period within 10 days from the date of receipt of such directions from employer. The Architect shall provide all support for modification including site visits during entire completion period of the project by the construction agency including extended period if any.

**9.0 DELAY AND EXTENSION OF CONTRACT PERIOD/ LIQUIDATED DAMAGES :**

9.1 The time allowed for execution and completion of the works or part of the works as specified in the contract, shall be essence of the contract on the part of the Architect. The time allowed for each work will be decided by the employer.

9.2 As soon as it becomes apparent to the Architect, that the work and/ or portions thereof (required to be completed earlier), cannot be completed within the period(s) stipulated in the contract, or the extended periods granted, he shall forthwith inform the Engineer and advise him of the reasons for the delay, as also the extra time required to complete the works and / or portions of work, together with justification therefore. In all such cases, whether the delay is attributable to the Architect or not, the Architect shall be bound to apply for extension well within the period of completion/ extended period of completion of the whole works and / or portions thereof.

**9.3 Extension due to modifications.**

If any modifications are ordered by the Employer/Engineer or site conditions actually encountered are such, that in the opinion on the Employer/Engineer the magnitude of the work has increased materially, then such extension of the stipulated date of completion may be granted, as shall appear to the Employer to be reasonable.

**9.4 Delays not due to Employer**

If the completion of the whole works (or part thereof which as per the contract is required to be completed earlier), is likely to be delayed on account of:

- a. Any force major event referred to in Clause 13.0 or
- b. Any relevant order of court or
- c. Any other event or occurrence which, according to the Employer is not due to the Architect's failure or fault, and is beyond his control;

the Employer may grant such extensions of the completion period as in his opinion is reasonable.

**9.5 Delays due to Employer/Engineer**

In the event of any failure or delay by the Employer / Engineer in fulfilling his obligations under the contract, then such failure or delay, shall in no way affect or vitiate the contract or alter the character thereof, or entitle the Architect to damages or compensation thereof but in any such case, the Employer shall grant such extension or extensions of time to complete the work, as in his opinion is/ are reasonable.

9.6 **Delays due to Architect and Liquidated Damages:**

If the delay in the completion of the whole works or a part of the works, beyond stipulated completion period, is due to the Architect's failure or fault, and the Engineer feels that the remaining works or the portion of works can be completed by the Architect in a reasonable and acceptable short time, then, the Employer may allow the Architect extension or further extension of time, for completion, as he may decide, subject to the following:

- a. Without prejudice to any other right or remedy available to the Employer, will recover by way of liquidated damages, a sum equivalent to quarter of one percent (0.25%) of the contract value of the works, for each week or part thereof, the Architect is in default.
- b. The recovery on account of compensation for delay shall be limited to 5% of his contract value of the fee for works, as the case may be.

The recovery of such damages shall not relieve the Architect from his obligation to complete the work or from any other obligation and liability under the contract.

9.7 **Employer's decision on compensation payable being final**

The decision of the Engineer as to the compensation, if any payable by the Architect under this clause shall be final and binding.

9.8 **Time to continue to be treated as the essence of contract in spite of extension of time.**

It is an agreed terms of the contract that notwithstanding grant of extension of time under any of the sub-clauses mentioned herein, time shall continue to be treated as the essence of contract on the part of the Architect.

10.0 **TERMINATION OF CONTRACT DUE TO ARCHITECT'S DEFAULT**

10.1 Conditions leading to termination of contract

- i. If the Architect
  - a. becomes bankrupt or insolvent, or,
  - b. makes arrangements with or assignment in favour of his creditor, or agrees to carry out the contract under a committee of inspection of his creditors or
  - c. being a company or corporation goes into liquidation by a resolution passed by the Board of Directors/ General Body of the share-holders or as a result of court order (other than voluntary liquidation for the purpose of amalgamation or reconstruction) or
  - d. has execution levied on his goods or property or the works, or

- e. assigns or sublets the contract or any part thereof otherwise than as provided for under conditions of this contract, or
- f. abandons the contract, or
- g. persistently disregards instructions of the Employer/Engineer or contravenes any provisions of the contract, or
- h. fails to adhere to the agreed programme of work or fails to complete the works or parts of the works within the stipulated or extended period of completion, or is unlikely to complete the whole work or part thereof within time because of poor record of progress; or
- i. fails to take steps to employ competent and / or additional staff and labour, or
- j. promises, offers or gives any bribe, commission, gift or advantage, either himself or through his partners, agents or servants to any officer or employee of the Engineer or the Employer, or to any person on their behalf, in relation to obtaining or execution of this or any other contract with the Employer, or
- k. suppresses or gives wrong information while submitting the tender.

In any such case, the Engineer on behalf of the Employer may serve the Architect with a notice in writing to that effect and if the Architect does not, within 7 days after delivery to him of such notice, proceed to make good his default in so far as the same is capable of being made good, and carry on the work or comply with such instructions as aforesaid to the entire satisfaction of the Engineer, the Employer shall be entitled after giving 48 hours notice in writing to terminate the contract, as a whole or in part or parts (as may be specified in such notice).

- i. In such a case of termination, the Employer/Engineer may adopt the following course.
- ii. Carry out the whole or part of the work from which the Architect has been removed by engaging another Architect or deployment of technical staff at site.

## **10.2 Entitlement of Employer/Engineer:**

In cases described in sub-clause 11.1 (ii) above, the Employer/ Engineer shall be entitled to:

- a. Forfeit the whole or such portion of the Performance security amount, as he may deem fit, and
- b. Recover from the Architect the cost of carrying out the balance work in excess of the sum, which he would have been paid, according to the certificate of the Engineer, if the works had been carried out and completed by the Architect under



the terms of the contract. Such certificate shall be final and binding upon the Consultant. The amount to be recovered may be deducted by the Employer/Engineer from any other moneys due to the Architect alone or jointly under this or any other contract.

#### **11.0 TERMINATION OF CONTRACT ON EMPLOYER/ ENGINEER'S ACCOUNT.**

The Employer/Engineer shall be entitled to terminate the contract, at any time, should, in the Employer/Engineer's opinion, the cessation of works becomes necessary, owing to paucity of funds or due to court orders or from any other cause whatsoever. Notice in writing from the Employer/Engineer of such termination and reasons therefore, shall be conclusive evidence thereof.

In case of termination of contract on Employer/Engineer's account as described above, the claims of the Architect towards expenditure incurred by him in the expectation of completing the whole works, shall be admitted and considered for payment as deemed reasonable and are supported by the documents/vouchers etc. to the satisfaction of Employer/Engineer. The decision of the Employer/Engineer on the necessity and propriety of such expenditure shall be final and conclusive.

However, the Architect shall have no claim to any payment of compensation or otherwise, on account of any profit or advantage which he might have derived from the execution of the work in full but which he could not in consequence of termination of contract under this clause.

#### **12.0 FORCE MAJURE**

12.1 If, at any time during the currency of the contract, the performance of any obligation (in whole or in part) by the Employer or the Architect shall be prevented or delayed by reason of any war, hostilities, invasion, acts of public or foreign enemies, rebellion, revolution, insurrection, civil commotion, sabotage, large scale arson, floods, earthquake or any other act of god, large scale epidemics, nuclear accidents, any other catastrophic unforeseeable circumstances, quarantine restrictions, any statutory, rules, regulations, orders or requisitions issued by a competent authority (hereinafter referred to as "event") then, provided notice of the happening of such an event is given by either party to the other within 21 days of the occurrence thereof.

- a) Neither party by reason of such event be entitled to terminate the contract or have claim for damages against the other in respect of such non-performance or delay in performance.

- b) The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist.
- c) If the performance in whole or part of any obligation under the contract is prevented or delayed by reason of the event beyond a period of 180 days, the contract may be fore closed with mutual consent by giving a notice of 30 days without any repercussions on either side.
- d) In case of doubt or dispute, whether a particular occurrence should be considered an “event” as defined under this clause, the decision of the Engineer shall be final and binding.
- e) Works that have already been measured shall be paid for by the Engineer even if the same is subsequently destroyed or damaged as a result of the event. The cost of any work that has been measured shall be borne by the Employer/Engineer.
- f) If the contract is fore-closed under this clause, the Architect shall be paid fully for the work done under the contract, but not for any defective work or work done which has been destroyed or damaged before its measurement.

12.2 If no notice is issued by either party regarding the event within 21 days of occurrence, the said event shall be deemed not to have occurred and the contract will continue to have effect as such.

### 13.0 **SETTLEMENT OF DISPUTES**

All disputes or differences of any kind whatsoever that may arise between the Employer/Engineer and the Architect in connection with or arising out of the contract or subject matter thereof or the execution of works, whether during the progress of works or after their completion, whether before or after termination of contract shall be settled as under: -

#### 13.1 **Mutual Settlement**

All such disputes or differences shall in the first place be referred by the Architect to the Employer in writing for resolving the same through mutual discussions, negotiations, deliberation etc. associating representatives from both the sides and concerted efforts shall be made for reaching amicable settlement of disputes or differences.

#### 13.2 **Conciliation/ Arbitration**

13.2.1 It is a term of this contract that Conciliation/Arbitration of disputes shall not be commenced unless an attempt has been made by the parties to settle such disputes through mutual settlement.

13.2.2 If the Architect is not satisfied with the decision of the Employer on any matter in question, disputes or differences, the Architect may refer to the Employer in writing to settle such disputes or differences through conciliation or Arbitration provided that the demand for conciliation or Arbitration shall specify the matters, which are in question or subject of the claim, item wise. Only such dispute(s) or difference(s) in respect of which the demand has been made, together with counter claims of the Employer shall be referred to Conciliator or Arbitrator as the case may be and other matters shall not be included in the reference.

13.2.3 The Vice-chancellor, GJU S&T, Hisar may at his option appoint as Sole Conciliator or Sole Arbitrator, as the case may be.

13.2.4 In case, the Architect opts for settlement of disputes through Conciliation at first stage and if the efforts to resolve all or any of the disputes through Conciliation fails, the Architect may refer to the Employer for settlement of such disputes or differences through Arbitration. The appointment of Sole Arbitrator shall be done by the Employer as per the procedure described above. No disputes or differences shall be referred to Arbitration after expiry of 60 days from the date of notification of failure of Conciliation.

13.2.5 The Conciliation and/or Arbitration proceedings shall be governed by the provisions of the Indian Arbitration and Conciliation Act 1996 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the conciliation and arbitration proceedings under this clause.

13.2.6 The language of proceedings, documents or communications shall be in English and the award shall be made in English in writing in detail.

13.2.7 The conciliation/arbitration proceedings shall be held at a place decided by conciliator/arbitrator.

13.2.8 The fees and other charges of the Conciliator/ Arbitrator shall be as per the scales fixed by the Employer and shall be shared equally between the Employer and the Architect.

14.0.

#### 13.2.9 **Settlement through Court**

It is a term of this contract that the Architect shall not approach any court of Law for settlement of such disputes or differences unless an attempt has first been made by the parties to settle such disputes or differences through clauses 13.1 and 13.2.

#### 14.1 **No suspension of work**

The Obligations of the Employer, the Engineer and the Architect shall not be

altered by reasons of conciliation/arbitration being conducted during the progress of works. Neither party shall be entitled to suspend the work on account of conciliation/ arbitration and payments to the Architect shall continue to be made in terms of the contract.

**14.2 Award to be binding on all parties**

The award of the Sole Arbitrator, unless challenged in court of law, shall be binding on all parties.

**14.3 Exception:**

For settlement of disputes with central PSUs, the procedure as per existing orders of Permanent Machinery for Arbitration (PMA), Bureau of Public Enterprises, Govt. of India shall be followed.

15.1 The cost of soil testing and model preparation would be in the scope of work, no extra charges will be paid.

15.2 Proof checking of structural design from any reputed R.E.C./P.E.C./N.I.T.'s/I.I.T.'s will have to be got done by the agency for which nothing extra will be paid. Proof checker will be appointed by the Architect in consultation with employer.

15.3 Deduction of all taxes will be made as per Government/GJU S&T rules. Service tax will be paid by Architect-consultant.

15.4 Number of prints to be given with soft copy.

- |      |                                   |   |                                          |
|------|-----------------------------------|---|------------------------------------------|
| i)   | Architectural Drawings            | : | 10 Prints of each Drawings on A-1.       |
| ii)  | Structural design                 | : | 10Prints of each design/drawings on A-1. |
| iii) | Design calculation                | : | 02 Set.                                  |
| iv)  | Proof checked Structural design:  |   | 02 Set.                                  |
| v)   | B.O.Q./DPR                        | : | 05 Set.                                  |
| vi)  | Detailed Estimates duly binding : |   | 05 Set.                                  |

15.5 Additional prints if required @ Rs. 100/- each.

15.6 The University may ask to supply rough sketches and scheme for additions/alterations of minor nature for which no fee will be payable.

15.7 Nothing more will be paid after the stage-1, if the drawings are not required by the University or the project is dropped.

**15.8 T.A./D.A. will be paid for visits of Architect-Consultant to GJU S&T, Hisar as admissible to class-I officer of the Haryana Govt.**

**15.9 Rs. 2000/- per visit will be paid to Architect-Consultant in addition to T.A./D.A. on visit to GJU S&T, Hisar.**

**16.1 JURISDICTION OF COURTS :**

Jurisdiction of courts for dispute resolution shall be at Hisar.

**SECTION - 4**

**TECHNICAL PROPOSAL FORMAT**

## Section 4

### Technical Proposal Format

<b>DETAILS OF THE SWIMMING POOL, SUPERVISED BY THE ARCHITECT DURING LAST SEVEN YEARS AND WERE PHYSICALLY COMPLETED</b>								
SR. NO	NAME OF THE PROJECT	LOCATION OF THE PROJECT	TOTAL PROJECT COST FOR WHICH CONSULTANCY WAS PROVIDED BY THE ARCHITECT	TYPE OF SERVICES RENDERED (A, B, C)	NAME, ADDRESS AND CONTACT NOS. OF CLIENT	DURATION OF THE CONSULTING ASSIGNMENT	DATE OF PHYSICAL COMPLETION OF THE PROJECT	PERFORMANCE CERTIFICATE OF THE CLIENT ENCLOSED (YES OR NO)

A – SURVEY, B – GEOTECHNICAL INVESTIGATIONS, C- DETAILED DESIGN AND DRAWINGS, ESTIMATES, DPR, BOQ etc. Note :

1. Give details of relevant projects only, which have been physically completed and commissioned.
2. Submit performance certificates from Client in respect of the information furnished above.

**SECTION - 5**  
**FINANCIAL BID FORMAT**

## **SECTION 5**

### **FINANCIAL BID**

To be submitted as a single percentage of total cost of construction on HSR/NS items basis amount is to be quoted.



## **SECTION - 6**

### **FORMS**

**ANNEXURE- I**

**PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)**

To

The Registrar GJU S&T, Hisar

\_\_\_\_\_ (Name & address)

WHEREAS (name and address of consultant) Wherein after called “ the Architect’s) has undertaken in pursuance of contract No. dated\_\_\_\_\_ to execute\_\_\_\_\_ (name of contract and brief description of works) ( hereinafter called “ the contract”)

AND WHEREAS it has been stipulated by you in the said contract that the Architect shall furnish you with a Bank Guarantee by a scheduled bank for the sum specified therein as security for compliance with his obligation in accordance with the Contract.

AND WHEREAS we have agreed to give the Architect such a Bank Guarantee.

NOW THEREFORE we hereby affirm that we are to Guarantor and responsible to you, on behalf of the Consultant, upto a total of\_\_\_\_\_ (amount of Guarantee), \_\_\_\_\_(amount in words) such sum being payable in the types and proportions of currencies in which the contract price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, and sum or sums within the limits of\_\_\_\_\_ (amount of Guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Architect before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the works to be performed there under or of any of the contract documents which may be made between you and the Architect shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid upto \_\_\_\_\_ (a date 60 days from the date of completion of the work)

SIGNATURE AND SEAL OF THE GUARANTOR

Name of Bank \_\_\_\_\_

Address: \_\_\_\_\_

Date \_\_\_\_\_

**ANNEXURE- II**

**FORM OF AGREEMENT.**

(To be executed on requisite value of stamp papers)

**AGREEMENT.**

THIS AGREEMENT MADE ON \_\_\_\_\_ day of \_\_\_\_ (month/year) between Registrar, GJU S&T, Hisar, (hereinafter called “the Employer/ Engineer”) of the one part and \_\_\_\_\_ (Name and address of the Architect) hereinafter called “ the Architect”) of the other part.

WHEREAS the employer is desirous that certain works should be executed by the Architect Viz contract No. \_\_\_\_\_(hereinafter called “ the works” and has accepted a Bid by the Architect for the execution and completion of such works and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this agreement, words and expressions shall have the same meaning as are respectively assigned to them in the conditions of contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this agreement.
  - a) Letter of Acceptance of Bid
  - b) Notice Inviting Bid
  - c) Instructions to the Architects.
  - d) Conditions of the contract.
3. In consideration of the payments to be made by the employer to the Architect as hereinafter mentioned, the Architect hereby covenants with the employer to execute and complete the works and remedy any defects therein in conformity in all respects with the provisions of the contract.

4. The Employer hereby covenants to pay the Architect in consideration of the execution and completion of the works and the remedying of defects therein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement executed the day and year first before written.

(Name Designation and address of the (Name Designation and address of  
the authorized signatory) authorized signatory)

Signed for and on behalf of the Architect in the Signed for and on behalf of the Employer in  
the presence of presence of

Witness.

Witness.

1

1

2.

2.

Name and address of the witnesses to be indicated.

**Invitation for expression of interest - document to participate in the architectural design competition**

**E.O.I. Dated:**

**LETTER OF TRANSMITTAL**

FROM:

To:

**The Registrar,  
Guru Jambheshwar University of Science & Technology,  
Hisar-125001, Haryana**

**SUBJECT: Submission of EOI from Architects-Consultant/Architectural firms for participating in Design Competition for providing Architectural Concept & Architectural Designs and detailing for the construction of swimming pool of the GJU S&T, Hisar.**

Sir,

Having examined the details given in EOI Notice and EOI document for the above project, I/we hereby submit the relevant information.

1. I/We hereby certify that all the statements made and information supplied in the enclosed forms and accompanying statements are true and correct.
2. I/We have furnished all information and details necessary for EOI and have no further pertinent information to supply. I/We fulfill the eligibility criteria as laid down in the document.
3. I/We also authorize the University, and its authorized representatives to approach individuals, employers and firms to verify our competence and general reputation and also physical verification of the quality of our work at the sites.
4. I/We submit the following certificates in support of our suitability, technical know-how and capability for having successfully completed the following projects along with prescribed format:

Name of project's

Certificate from previous clients

List of Enclosures

**Signature (s) of Applicant (s) & Seal**

**Invitation for expression of interest - document to participate in the architectural design competition**

**FORM- 'A'**

General information and organizational structure (check list)

- 1. Name & Address of the applicant with Telephone No./Fax No./ Email ID.**
- 2. A. Year of Establishment.  
B. Date & Year of commencement of practice.**
- 3. Legal status of the applicant (attach copies of original document defining the legal status)**
  - a. A proprietary firm.**
  - b. A firm in partnership.**
  - c. A limited company or Corporation/Joint venture/Consortia.**
- 4. Names of Directors & other executives with designation.**
- 5. Designation of individuals authorized to act for the organization.**
- 6. Total No. of professional staff (In house):**

**Architects:**

**Engineers:**

**Associates:**

- 7. Was the applicant ever required to suspend the project for a period of more than six months continuously after you commenced the Planning? If so, give the name of the project and reasons of suspension of project.**
- 8. Has the applicant or any partner in case of partnership firm, ever abandoned the awarded project before its Completion? If so, give name of the project and reasons for abandonment.**
- 9. Has the applicant or any constituent partner in case of partnership firm, ever been debarred/black- listed for competing in any organization at any time? If so, give details.**
- 10. Has the applicant or any Constituent partner in case of partnership firm, ever been convicted by a court of law? If so, give details.**
- 11. Awards/citations/recognitions/prize received for outstanding architectural design/job with details.**
- 12. Details of the associates to be involved, if any, in the project.**
- 13. Curriculum vitae of the key professionals including associate to be involved in the project:**
  - a. Name of firm:**
  - b. Professional:**
  - c. Date of birth:**
  - d. Years with firm:**
  - e. Nationality:**
  - f. Membership in Professional Societies:**
  - g. Detailed Task Assigned:**
  - h. Key Qualifications:**



- 14 Information on any litigation in which the applicant was involved during the last five years including any current litigation.**
- 15 Authorization to seek detailed references.**
- 16 Audited Balance sheets/Brochures and annual reports of last five years (Financial Years 2011 to 2015).**
- 17 List of similar assignments/projects successfully completed/ongoing during the last five years.**

(Give an outline of staff member's experience and training relevant to responsibility in context of assignment. Describe degree of responsibility held by staff member on relevant previous assignment and give dates and location. Use up to half a page)

**i). Education:** [Summarize college/university and other specialized education of staff member, giving names of schools, dates attended and degree(s) obtained. Use up to a quarter page.]

**j). Employment Record:**

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, name (s) of employing organization(s), title of positions held and location of assignments. For experience in last ten years, also give type of activities performed and client references. where appropriate. Use up to three quarter of a page. ]

**k). Awards and honours**

**l). Any other relevant information.**

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

**Date:**

**Signature of Staff Member or authorized**

**Official from the firm**