## GURU GHASIDAS VISHWAVIDYALAYA, BILASPUR (C.G.)

Application-cum-Bid is invited for empanelment of specialized Consultant(s)/Firm(s) as per GFR 2017 (Rule 194) to provide the structural stability of buildings, technical proposal, estimate, work plan, tender document, BOQ etc. for carrying out the retrofitting/renovation works for the three buildings in GGV Bilaspur (C.G.) campus, required to be retrofitted. As the nature of damages in each building is different, thus three buildings viz Management Building, University Auditorium (Rajat Jayanti Sabhagar) and Registrar Residence will be considered as separate three projects for their retrofitting/renovation works.

## 1. Background

Guru Ghasidas Vishwavidyalaya, Bilaspur (C.G.) invites application-cum-bid from identified specialized/experienced Architectural Firms/ Consultants, on service charges basis, for rendering consultancy services for the retrofitting/renovation works of three buildings viz Management Building, University Auditorium (Rajat Jayanti Sabhagar) and Registrar Residence located in GGV campus. To resolve and obtain the above desired consultancy services on urgent basis, the specialized Consultant (s)/Firm (s) is/are to be engaged as per GFR 2017 (Rule 194). Application-cum-Bid from few experienced firms/consultants involved in such works, are invited. Firms are required to visit/inspect the buildings and submit their bids/applications i.e., Technical \& Financial Bids (in two bid system) in the prescribed formats. The firm (s) selected after evaluation shall be engaged for consultancy services with regard to retrofitting/renovation works of the above three damaged buildings. The firm/Consultant will be required to provide the structural stability of buildings, technical proposal, estimate, work plan, tender document, B.O.Q., etc for carrying out the retrofitting/renovation works for the three buildings (mentioned in the scope of work) in GGV Bilaspur (C.G.) campus.

## 2. Scope of the Works

Management Building, University Auditorium (Rajat Jayanti Sabhagar) and Registrar Residence of the University (GGV) are required to be retrofitted due to cracks at different locations such as at floors, walls, interface of columns \& walls and some visible cracks in the beams, lintel beams \& columns. The seepage of water at different locations and exposure of reinforcement in beams \& slabs, etc in these buildings have also been identified. Therefore, specialized Consultant (s)/Firm (s) are to be engaged as per GFR 2017 (Rule 194) to provide the structural stability of buildings, technical proposal, estimate, work plan, tender document, B.O.Q., etc for carrying out the retrofitting/renovation works for the above three buildings.

## 3. Essential Eligibility Criteria of the Applicant/Bidder

3.1 Applicant/Bidder must be an Architect registered with Council of Architecture, India or an Architectural firm, involved in rendering architectural and engineering design services especially in providing structural stability of buildings, technical solution etc. for carrying out the retrofitting works of R.C.C. building/structures, with minimum of five (05) years of experience preceding the last date of the submission of the proposals.
3.2 Applicant/Bidding firm/consultant, should have satisfactorily rendered the consultancy services of retrofitting of damaged R.C.C. structures/buildings in the past five years, including works under progress, of at least one similar work of value not less than Rs. 80 lacs or two works of value not less than Rs. 50 lacs each, or three works of value not less than Rs. 40 lacs each. "Similar work" means providing consultancy services offered for retrofitting works of R.C.C. structure/buildings. TDS certificate is desirable in support of the above claim.

The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of $7 \%$ per annum calculated from the date of completion to last date of applications for this bids.
3.3 Should have had an average annual business turnover for consultancy services of not less than 35 lacs in the last three years ending March 2017.
3.4 Balance sheet for the last three years ending March 2017 duly certified by a chartered accountant should be enclosed.
3.5 Applicant/Bidder should not be under liquidation, court prosecution or similar proceedings. The bidder must submit supportive documents in this regard.
3.6 Applicant/Bidder is ineligible to submit a proposal, if it or any of its constituents has been barred or blacklisted by any Central and/or State Government / autonomous institutions or universities / public sector organization in India. The bidder must submit supportive documents in this regard.
3.7 Applicant/Bidder should have, during the preceding five years from the date of the submission of the proposals, neither failed to perform on any agreement, nor been expelled from any project or agreement nor have any agreement terminated for breach by the Applicant. The bidder must submit supportive documents in this regard.

The Applicant must furnish the following information in the tabular form

| ELIGIBILITY CRITERIA As PER CLAUSE 3 |  |  |  |  |  |  |  |  |
| :--- | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Information as per clause <br> No. | 3.1 | 3.2 | 3.3 | 3.4 | 3.5 | 3.6 | 3.7 |  |
| Reference page numbers <br> of the documents <br> submitted by the bidder |  |  |  |  |  |  |  |  |


| SALIENT INFORMATION |  |  |
| :---: | :---: | :---: |
| S.N | ACTIVITY | DATE/ TIME |
| 1 | Date of visit/inspection of the Buildings by the interested Applicants/Firms ( Prior information to University Engineer is desired) | Any working days during office hours on or before 27/09/2017 |
| 2 | Last date/time of submission of sealed applications/bids (under two bid system) to the address below (only by registered or speed post): Registrar, Guru GhasidasVishwavidylaya (A Central University), Koni, Bilaspur, 495009, Chattisgarh. | on or before <br> 04/10/2017, up to 3.30PM |
|  | Opening the Technical Applications/Bids (Venue: University Engineering Section in Administrative Block, GGV) | On 04/10/2017 at 4.00PM |
| Important Note: |  |  |
| 1. Changes if any, to the above dates will be communicated only through email.2. EMD (refundable): Amount Rs $\mathbf{2 0 , 0 0 0 / -}$ in the form of DD to be enclosed in Envelope-I. |  |  |
| 3. DD should be made in favor of "Registrar, Guru Ghasidas Vishwavidyalaya", drawn on any scheduled bank payable at Bilaspur (C.G.). |  |  |
| 4. The application/bid received without the EMD shall not be acceptable. |  |  |

### 4.0 Submission of Applications/Bids

Important: Application/Bid must be duly signed by an authorized signatory, who has been authorized by the concerned Firm. For this a Power of Attorney in the format (Appendix- III) must be submitted along with the Technical Bid.
4.1 Bid along with supporting documents fulfilling the eligibility criteria should be submitted in a sealed envelope as mentioned below.

### 4.2 Method of Submission of sealed Applications/Bids

The document/bid shall be submitted in two parts (Part - A \& Part - B) as under, enclosed \& sealed in a single envelope:

## Part-A:

Envelope-I: Earnest Money Deposit : containing EMD amount Rs. 20000/- in the form of demand draft in favor of "Registrar, Guru Ghasidas Vishwavidyalaya", drawn on any scheduled bank payable at Bilaspur (C.G.).

Envelope-II: Technical Part: signed \& sealed on each page of bid document, with all relevant information such as organizational structure, performance report from clients, work experience (completed as well as in hand), documents of turnover, net profit (after tax), in-house testing facility, awards received, documents relevant for technical evaluation of the bidder etc. as per the attached Formats in Appendix- I. Bidders are required all the attach attested copies of all the relevant documents. Only those technical bids whose EMD is found valid will be opened.

## Part-B :

Envelope-III: Financial Bid : Containing the financial bid as per Appendix- II (a,b,c).
The consultancy service charges for each three buildings i.e., Management Building, University Auditorium (Rajat Jayanti Sabhagar) and Registrar Residence shall be quoted separately considering as three separate projects for submitting the Financial Bid in Annexure II (a), (b) \& (c).

Bidder must visit/inspect the three buildings on their own expenditure prior to submission of the sealed bid on or before 27/09/2017 is required. It is desirable that bidder should inform to the university Engineer regarding their visit on any working days.

The bid is required to be submitted under two bid system, in which all the three envelopes (I, II \& III) shall be sealed separately and shall bear markings indicating the part of the application/bid. These three envelopes in turn shall be enclosed and sealed in an outer
envelope marked "Application/Bid for Consultancy Services for Retrofitting/Renovation Works of GGV Bilaspur". The sealed application/bid must be submitted to Registrar, Guru GhasidasVishwavidylaya, (A Central University), Koni, Bilaspur, 495009, Chattisgarh on or before $04 / 10 / 2017$ at 3.30 PM through registered/speed post only. No other mode of submission is acceptable.
4.3 Date and Time of opening of the sealed technical bids at 04:00 PM on 04/10/2017 (Venue: University Engineering Section in Administrative Block, GGV).

### 5.0 Instructions to Applicants/Bidders

5.1 The University reserves the right to modify unilaterally any part of this bid document at any stage of the selection of the Architectural Firm/Consultant as per its own requirements in the interest of the University.
5.2 All provisions in this document and future documents to be issued by the University in connection with this consultancy work are supplementary and complementary to each other and are not to be read in isolation.
5.3 Application-cum-Bid are being invited from few identified Firms/Consultants engaged in above specialised work i.e retrofitting works of RCC framed structures/Buildings, as per GFR-2017 (rule 194)
5.4 Applicants are advised to check their email regularly for latest updates \& clarifications regarding this application/bid and subsequent stages.
5.5 In the interest of the University, the University reserves the right to:
i. accept or reject any or all applications/bids without assigning any reason, whatsoever.
ii amend the selection process at any stage without assigning any reason, whatsoever.
iii. interpret any clause, modify/alter and amend the provisions of this document or any other document issued at any stage of selection without assigning any reason, whatsoever.
iv. amend the scope of work without assigning any reason, whatsoever.
v. debar the applicant/bidder, if during the process of selection or later at any stage, it is found or discovered that applicant/bidder has/ had provided incorrect/misleading information or material misrepresentation or concealment of information sought by the GGV and
vi. close the invitation at any stage without assigning any reason, whatsoever.
5.6 The applicants/ bidders, if interested can attend the opening of the Bids at their own cost.
5.7 In case the last date fixed for the submission of the application/bid is declared as the holiday/off-day, the next working day shall be deemed to be the last date.
5.8 The University reserves the right to verify the particulars furnished by the applicants/bidders independently and to obtain feedback from clients of the Consultants for whom, consultancy services had been carried out by them.
5.9 The University reserves the right to reject any application/bid without assigning any reason, and to restrict the list of Agencies to any number deemed suitable in the interest of the University.
5.10 Mere fulfilling the criteria laid down in this document does not entitle/guarantee the bidder to be shortlisted/selected/awarded the Consultancy Services at GGV
5.11 The bidders are advised not to make any corrections, additions, alterations in this bid document. In case, any corrections, additions, alterations are made in the downloaded bid documents; such bid shall summarily be rejected.
(i) The EMD (without any interest) for all those bidders who are not eligible, shall be returned back to the bidder through registered post.
(ii) The EMD without any interest shall be refunded/returned to the remaining bidders after issuing of work order to the selected Firm(s)/Consultants(s).
(iii) No exemption from depositing the EMD shall be allowed to any participating bidder.
(iv) Validity of EMD shall be six(6) months from the last due date of submission of Application-cum-Bid.
(v) EMD shall be forfeited in the following cases:
a) If any information or document furnished by the bidder turns out to be misleading or untrue in any material respect; and
b) If the successful bidder fails to provide the consultancy services within the stipulated time or any extension thereof provided by GGV.
c) The earnest money deposit (EMD) shall not carry any interest.
5.12 Period of Validity of Bids: 06 months from the final bid due date.
5.13 The GGV reserves the right to seek additional detailed status reports as it may deem fit throughout the project period.
5.14 The selected Consultant/Firm will ensure adherence to relevant CPWD specifications, relevant Bureau of Indian Standards (IS Codes), environment and other regulatory requirements.
5.15 The selected Consultant/s after submission of the desired consultancy report/documents by the Consultant/s to the University regarding retrofitting/renovation of the Buildings as per Scope of the Works shall be consulted by the University till the execution and
completion of the works for further clarification, if any. In such case, the concerned Consultant/s shall be required to respond to the University as per requirement promptly without charging any further amount to the University.
5.16 The consultant shall carry out all modifications /deletions /additions / alterations /in the submitted design/drawing/documents as required by Local bodies Authorities /State / University /Central Govt. or any other authorities as applicable for proper execution of works at site till completion and handing over of the project to GGV.
5.17 The Consultant shall provide BOQ, Specifications, detailed analysis for any extra / substituted items and its justification.
5.18 During execution of the retrofitting/renovation works of the buildings, the experienced structural engineers/consultants of concerned Consultant/s shall be required to visit the site for supervision of the work regularly.
5.19 During the execution of retrofitting/renovation works of the buildings, the Firm/Consultant must coordinate with the Contractor/University as per requirement for making any clarification/suggestion at their own cost.
5.20 The experienced structural engineers/consultant of the Firm/Consultant shall have to visit/inspect buildings after 6 and 12 months of successful completion of retrofitting/renovation works at their own cost.
5.21 The Consultant shall prepare completion drawings; plans elevations and cross sections etc. indicating the details of the building components and all internal and external retrofitting/renovation services as completed and supply 5 sets of completion drawings to GGV. The changes, if any during the execution of work will be intimated by University to the consultants for preparation of above drawings.

### 6.0 Guidelines for the Bidders/Applicants :

6.1 The yarious information sought in the enclosed forms should be furnished in complete form.
6.2 The bids should be type written and should be signed by the authorized person/ bidder.
6.3 If any information furnished by the bidder is found to be incorrect either immediately or at a later stage/date, the bidder is liable to be debarred from taking part in any bid of GGV Bilaspur and the EMD deposited by the bidder shall be forfeited.
6.4 The following words and expressions have the meaning hereby assigned to them:
a. Employer : Registrar, GGV Bilaspur, CG
b. Applicant/Bidder : specialized Consultant/Firm
c. Year : Financial year
f. BIS : Bureau of Indian standard.
g. QCBS : Quality and Cost Based Selection
6.5 Signing the Application/Bids: The application/bid shall be signed by a person who is competent enough and authorized by the concerned Consultant/Firm for which an authorization letter shall be submitted in original.
6.6 The particulars furnished regarding the work to be executed through this bid are provisional and liable to be modified as and when required in the inertest of the University on the basis of needs and funds availability.
6.7 Letter of transmittal and forms ' $A$ ' to ' $F$ ' seeking information/documents are given in Appendix-I, should be furnished along with relevant certified documents.
6.8 In favour of the University, the University has all the right reserved to relax, alter, add or delete any of the term(s) \& condition (s) without any pre-notice and no suit shall lie on the University for the same.
6.9 It will be presumed that the bidder has perused and understood all the conditions laid down in this tender document and are acceptable to the bidder.
6.10 The bidder must submit the tender document with seal \& signature on every page of the document.
6.11 The bidders are advised to first inspect the site of work and fully understand very carefully about the conditions of site, so as to give superior quality of work to the University, before submitting bid. All the documents such as stability of structure report, technical solutions, estimate, B.O.Q., tender documents, etc. for the desired works shall have to be prepared accordance with the CPWD detailed specifications \& measurement and relevant Bureau of Indian Standard (BIS) codes/ standard method.
6.12 For Non-DSR items if required shall have to be carried out by the Contractor based on Market Rate Analysis as per CPWD Works Manual.
6.13 The stability of structure report, technical solutions, estimate, B.O.Q., tender documents, etc. for the desired works must be duly vetted and audited by the competent Technical personal of the Firm or any other govt. organization before submitting to the University Engineering Section. Each document in 05 copies in original shall be submitted to the University.
6.14 All information called for in the enclosed forms should be furnished against the relevant columns in the forms. If for any reason, information is furnished on a separate sheet, this fact should be mentioned against the relevant column. Even if no information is to be provided in a column, a 'nil' or 'no such case' entry should be made in that column. If any particulars/ query is not applicable in case of the bidder, it should be stated as 'not applicable'. The bidders are cautioned that not giving complete information called for in the application forms or not giving it in clear terms or making any change in the prescribed forms or deliberately suppressing the information shall result in the bidder being summarily disqualified.
6.15 The bidder should sign and affix his office seal on each page of this document. Overwriting must be avoided. Corrections, if needed, should be made by striking out by single line, the incorrect sentence/word and rewriting by the authorized signatory with signature and date. The bidder may furnish any additional information, which is deemed necessary to establish capability to successfully complete the envisaged project. Pages of the pre-qualification documents are numbered. Additional sheets, if any added by the bidder, should be numbered. All these should be submitted as a package in bound form with signed Letter of Transmittal. Superfluous information need not be furnished and no information shall be entertained after submission of EOI document/bid.
6.16 References, information and certificates from the respective clients certifying suitability, technical know-how or capability of the bidder should be signed by an officer not below the rank of the Executive Engineer or equivalent.
6.17 Any information furnished by the bidder found to be incorrect either immediately or at a later date, would render him liable to be debarred from taking up the project.
6.18 This bid document in prescribed form duly completed and signed should be submitted in hard copy (original), in bound form in a sealed cover. The sealed cover superscripted as, "Application/Bid for Consultancy Services for Retrofitting/Renovation Works of GGV Bilaspur" shall be received in the office of the Registrar, Guru GhasidasVishwavidylaya (A Central University), Koni, Bilaspur 495009, Chhattisgarh, up to 15.30 hrs on or before the due date of submission.
6.19 Documents submitted by the bidders in connection with this application/bid will be the property of GGV BILASPUR.
6.20 GGV BILASPUR reserves its right not to respond to any such query which it thinks not essential in the interest of the University.
6.21 GGV Bilaspur is not bound to accept any or all the Applications-cum-Bids. GGV Bilaspur, reserves the right to reject any or all Applications/Bids in the interest of the University (GGV) without assigning any reasons, there off. No bidder shall have any cause of action or claim against GGV Bilaspur or its officers, employees, advisers, agents, successors or assignees for rejection of this Application-cum-Bid.
6.22 Failure to provide information that is essential to evaluate the bidder's qualifications or substantiation of the information supplied, shall result in disqualification of the bidder.
6.23 Without valid reason, if the Consultant/Firm fails to complete the work within the time stipulated by the University then the University has all the right reserved to deduct the penalty from the Consultant/Firm's Bill maximum up to $2 \%$ of the Bill claimed.
6.24 In Case the Consultant/Firm is unable to complete the work due to unavoidable circumstances/justified reasons, for extension of time the Consultant/Firm should apply to the University with the request mentioning proper justification to waive the liquidated damage/penalty charges which is at the discretion of the competent University authority as per norms of CPWD.
6.25 The University reserve all the rights to empanel one or more Consultants/Firms in order of their merit.
6.26 The discretion and decision of Vice-Chancellor; Guru GhasidasVishwavidylaya, Bilaspur (C.G.) in respect of the 'Application-cum-Bid', shall be final and bidding.

### 6.27 Bidders should furnish the following:

### 6.27.1 Organization Information :

Bidders are required to submit the following information in respect of the concerned organization (Appendix-I: Form - 'A' to ' $F$ ').
a. Name, postal address, Telephone, Fax Number, email-id and URL
b. Year of establishment and commencement of practice.
c. Copies of original documents defining the legal status, place of registration and principal places of business.
d. Name and title of Directors and Officers to be concerned with the project, with designation of individuals authorized to act for the organization.
e. Information on any litigation in which the bidder was involved during the last five years including any current litigation.
f. Authorization to employers to seek detailed references.

### 7.0 Evaluation of the Bidders/Applicants

7.1 Bidders who qualify as per the eligibility criteria given in the preceding clauses will be shortlisted for further evaluation. The past performance and credentials of the firm will be assessed by a panel of experts. This will form a part of technical evaluation besides the documentary credentials submitted by the bidder.
7.2 The eligible Firms/Bidders shall be required to deliver power point presentation before the authorized committee of the University. The date and time of the presentation shall be communicated to the eligible applicants/bidders through email only.
7.3 Technical evaluation once completed, financial bids of only those bidders shall be opened who have scored a minimum of 55 marks/points in technical bid's evaluation. The Financial Bid will be opened on the same day of the presentation at 5.0 PM . In case it is not possible, the Financial Bid shall be opened on next working day at 11.00A.M.
7.4 The selection of the successful bidder would be on the "Quality and Cost Based Selection (QCBS)".


Note: Proper certificate is required in support of any statement made by the organization as above.
7.5 The bidder who has quoted the lowest price will be given a score of 100 . The Bidders will be allotted score relative to the score of Bidder with lowest quote, which will be as below:

$$
F s=100 \times F_{L} / F
$$

Where, $\mathrm{Fs}=$ The financial score of the Financial Proposal being evaluated
$F_{L}=$ The price of lowest priced Financial Proposal
F = The price of Financial Proposal under consideration
7.6 The score of technical proposals would be given $70 \%$ weight age and that of the financial proposals would be given $30 \%$ weight age. The weighted total score of both the Technical and Financial proposals shall be used to rank the bidder.
The first ranked bidder is eligible for award of the work.
Total Score $=\mathbf{7 0 \%} \times \mathbf{T s}+\mathbf{3 0 \%} \times \mathbf{F s}$
7.7 Even though a bidder may satisfy the above requirements, the bidder would be liable to disqualification if he has:
i. Made misleading or false representation or deliberately suppressing the information in the forms, statements and enclosures required in the pre-qualification document.
ii. Record of poor performance such as abandoning work, not properly completing the contract, or financial failures / weaknesses etc., should be defined.
7.8 Empanelment of the Firm(s)/Consultants(s) shall be subject to thorough verification of their credential and inspection of similar works carried out / in progress by them, through a authorized Committee of experts of GGV Bilaspur.
7.9 The quoted price as per Appendix-II (a-c) shall be inclusive of GST, all such taxes and duties including service taxex. Rates shall include all other expenses incurred by the Firm(s)/Consultants(s). On visits, site inspection, supervision, etc., before submit the bids during the execution of works and after completion of the works, no extra fee in any case shall be paid to Firm(s)/Consultants(s), by GGV other than the quoted rate.
7.10 The structural design details or technical solution for the damaged buildings shall be got proof checked by Firm/Consultant, if so ordered by University from any of the IITs/NITs/Central Universities/ Govt. Degree level Technical Institutions, approved by the University. The consultant has the obligation to make as many required modifications in the design incorporating the observation of above authority and re-submit the design and drawing. Fees of proof checking institution/agency shall be reimbursed on actual basis by GGV.
7.11 The consultancy fee (quoted price) includes planning, designing and periodical supervision during execution of the project as per requirement, travel expenses towards periodical supervision, for attending meetings with GGV/Agencies/ visits to local authorities, etc. by the Consultant and or by their technical persons. In addition to above, the fees should also include cost of providing local representative (Architect / engineer) for day to day liaisoning and all expenses shall be borne by the consultant. In case of non-deployment, appropriate recovery as per university decision shall be made from the running bills of the Consultants.

### 8.0 Payment of Consultancy Fees

8.1 $35 \%$ of the estimated cost of the work shall be paid to the Firm/consultant after submission of the desired structural stability report, technical solutions, estimate, B.O.Q., tender documents, etc as per the Bid.
8.2 $15 \%$ of the estimated cost of the work shall be paid to the Firm/consultant after award of the work to the Project Management Consultant/Contractor.
8.3 $25 \%$ of the estimated cost of the work shall be paid to the Firm/consultant after $70 \%$ completion of the retrofitting/renovation work to be done by Project Management Consultant/ Contractor.
8.4 $25 \%$ of the estimated cost of the work shall be paid to the Firm/consultant after successful completion of the retrofitting/renovation work to be done by Project Management Consultant/ Contractor.

### 9.0 Language of Bid

The bid prepared by the bidder and all correspondence/drawings and documents relating to the bid exchanged by bidder and GGV Bilaspur shall be written in English language, provided that any printed literature furnished by the bidder may be written in another language so long as accompanied by an ENGLISH translation, in which case, for the purpose of interpretation of the bid, the ENGLISH translation shall govern. Metric measurement system shall be applied.

### 10.0 Contract Agreement

The contract agreement will be made between the GGV Bilaspur and the empanelled Firm/Consultant. GGV has all the rights reserved to make alterations in the conditions of payment of consultancy fee (if any) in the interest of the University.
11.0 As per merit list, the Firm(s)/Consultant (s) will be empanelled by the University. The empanelled Consultant/Firm should submit a performance bank guarantee (PBG)/FDR of rupees equal to $5 \%$ of consultancy fee/charge (based on preliminary estimate of the project) before executing the agreement/contract within seven days from the date of issue of the acceptance letter by the University. If not submitted without any acceptable cause, the next lower ranked bidder (s)/tenderer (s) may be considered for the award of the work and no claim of any Bidder/tenderer shall be entertained in this regard. The above PBG/FDR without any interest shall be returned to the bidder after successful completion of the retrofitting/renovation work.
12.0 Security Deposit: Security Deposit (SD) @ $5 \%$ of the bill claimed, shall have to be deducted in the different stages of payments. On satisfactory completion of the liability period ( 12 months after completion of works), SD will be released on demand (without any interest on SD) to the Consultant/Firm.

### 13.0 Termination of the Agreement

13.1 Termination for Default: The Client reserves its right to terminate / short close the contract, without prejudice to any other remedy for breach of CONTRACT, by giving one month notice if Consultant fails to perform any obligation(s) under the CONTRACT and if Consultant, does not cure his failure within a period of 30 days (or such longer period as Client may authorize in writing after receipt of the default notice from Client.
13.2 Termination for Insolvency: The Client may at any time terminate the CONTRACT by giving written notice without compensation to Consultant, if Consultant becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Client.
13.3 Termination for Convenience: The Client may by written notice sent to consultant, terminate the contract, in whole or part, at any time for its convenience. However, the payment shall be released to the extent to which performance of work executed as determined by the Client till the date upon which such termination becomes effective.
13.4 In case of the Termination under clause 13.1 or 13.2 or 13.3 , the Consultant shall not be entitled to fees or compensation except the fee payable to them for the work actually done. The amount of fee so payable shall be decided by mutual discussions between the Client and the Consultant.
13.5 In case of the Termination under clause 13.1 or 13.2 or 13.3 the Client my make use of all or any drawings, estimates or other documents prepared by the Consultant, after a reasonable payment for the services of the Consultant for preparation of the same.

### 14.0 Confidentiality

Except with the prior written consent by the Client, the Consultant and their representatives shall not at any time communicate to any person or entity any confidential information disclosed to them for the purpose of the services. The Consultant shall not publicize any information pertaining to Client which is discussed with them during course of execution of work in the interest of project completion.

### 15.0 Indemnification

The Consultant shall indemnify the Client for any loss resulting from and as a consequence of errors, omissions arising out of gross negligence on the part of the Consultant or on the part of their employees/representatives/agents and shall take necessary action to remedy the loss, such as removal of defects, deficiencies and such other actions as considered necessary by the client to remedy the loss arising from such negligence.
16.0 Force Majeure: Any delay due to Force Majeure will not be attributable to the bidder. Force Majeure events shall mean one or more of the following acts or events: Acts of God or events beyond the reasonable control of the Affected Party which could not reasonably have been expected to occur, exceptionally adverse weather conditions, lightning, earthquake, cyclone, flood, volcanic eruption or fire or landslide; Radioactive contamination or ionizing radiation; Strikes or boycotts (other than those involving the Supplier or its employees / representatives or attributable to any act or omission of any of them) interrupting supplies and services of the Project for a period exceeding a continuous period of 7 (seven) days; An act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage which prevents rendering of supplies or specified services by the Supplier for a period exceeding a continuous period of 7 (seven) days.
17.0 Arbitration: Any question, dispute or difference arising under or out of or in connection with this agreement shall be settled though mutual discussion and consultations by the parties to this Agreement. In case no resolution is possible /reached, the dispute or difference shall be referred to the Sole Arbitrator by either party. The Sole Arbitrator shall
be the Vice Chancellor of Guru Ghasidas Vishwavidyalaya, Bilaspur (C.G.).The decision of the sole arbitrator shall be final and binding upon the parties to the disputes.

### 18.0 Court Jurisdiction

The University shall not be bound to give justification for any aspect of the selection process and the decision of the University shall be final and binding on all without any right of appeal. Further, in case of any dispute, any suite or legal proceedings against the University, the jurisdiction shall be restricted to the Courts at Bilaspur, Chhattisgarh.
19.0 Any other information related to the tender may be obtained from University Engineering Section of University (GGV) during working hours.

## APPENDIX -I

## LETTER OF TRANSMITTAL

From:
To,
The Registrar,
Guru GhasidasVishwavidylaya (A Central University)
Koni, Bilaspur 495009, Chattisgarh

Ref. No. dated:

Subject: Empanelment of specialized Consultant (s)/Firm (s) to render the Architectural/Engineering Design Consultancy Services for carrying out the retrofitting/renovation works in GGV Bilaspur (C.G.) campus.

Having examined the details given in above referred Application-cum Bid Notice and Bid document for the above project, I/we hereby submit the relevant information.

1. $\mathrm{I} / \mathrm{We}$ hereby certify that $\mathrm{I} / \mathrm{We}$ have read all the terms and conditions laid down in this bid and are acceptable to me/us.
2. I/We hereby certify that all the statements made and information supplied in the enclosed Appendix-I (Forms 'A'to'F') accompanying statements are true and correct.
3. I/We have furnished all information and details necessary for Bid and have no further pertinent information to supply.
4. I/We also authorize GGV Bilaspur or its representatives to approach individuals, employers and firms to verify our competence and general reputation.
5. 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:

| Sl. No. | Name of work | Certified by/from |
| :---: | :---: | :---: |
|  |  |  |
|  |  |  |

Enclosures:

## APPENDIX-I <br> FORM - 'A'

## ORGANISATIONAL STRUCTURE

| 1 | Name \& Address of the bidder with Telephone No./Fax No./ Email ID (within 150KM radius of GGV BILASPUR) |  |
| :---: | :---: | :---: |
| 2 | a. Year of Establishment <br> b. Date \& Year of commencement of practice |  |
| 3 | Legal status of the bidder (attach copies of original document defining the legal status) |  |
| 4 | Names of Directors \& other executives with designation |  |
| 5 | Designation of individuals authorized to act for the organization. | - |
| 6 | Total No. of Technical staff:- <br> i) Project Managers: (BE (Civil)+15yrs experience above) <br> ii) Sr.Civil Engineers Civil (BE+ 10yrs experience ) <br> iii) Engineers Civil (BE +3 yrs or Diploma Engrs +7 yrs experience) <br> iv) Quantity Surveyors( BE or Diploma Engrs with5 yrs Experience) <br> v) Sr. Engineers Electrical(BE+ 10yrs experience ) <br> vi) Engineers Electrical (BE $+3 y r s$ or Diploma Engrs +7 yrs experience) <br> vii) Sr. Engineers Mechanical/HVAC (BE+ 10yrs experience ) <br> viii)Engineers Mechanical/HVAC (BE $+3 y$ yrs or Diploma Engrs+7 yrs experience) <br> ix) Safety \&Labour Officer (Degree/Diploma with certificate on Safety with 5yrs Experience) <br> x) Others: |  |
| 7 | Was the bidder 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 bidder, 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 bidder, 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 bidder, or any constituent partner in case of partnership firm, ever been convicted by a court of law? If so, give details. |  |
| 11 | In which field of Consultancy the bidder has specialization \& interest |  |
| 12 | Any other information considered necessary but not included above. |  |
| 13 | Address of local office (in Bilaspur, C.G.) |  |

## APPENDIX - I

FORM - 'B'

DETAILS OF ARCHITECTURAL \& ENGINEERING DESIGN CONSULTANCY FOR RCC RETROFITTING WORKS COMPLETED DURING THE LAST FIVE YEARS ENDING LAST DAY OF THE MONTH MARCH 2017

| $\begin{aligned} & \text { SI. } \\ & \text { No } \end{aligned}$ | Description | 1 | 2 | 3 | 4 |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 1 | Name of work / Project and location |  |  |  |  |  |
| 2. | Name \& Address of Employer / Organization, Telephone no. of officer to whom reference may be made. |  |  |  |  | - |
| 3. | Cost of work in Rs. Lakh (Attach copy of Work Order) |  |  |  |  |  |
| 4. | Date of commencement as per contract |  |  |  |  |  |
| 5. | Stipulated date of completion |  |  |  |  |  |
| 6. | Actual date of completion |  |  |  |  |  |
| 7. | Litigation / arbitration pending / in progress with details * |  |  |  |  |  |
|  | Service rendered |  |  |  |  |  |
| 9. | Names of Project In charge \& Key staff \& nos. of staff involves. |  |  |  |  |  |
| 10. | Any other information |  |  |  |  |  |

(*Note: Add additional sheet for indicating more works if any)

## APPENDIX - I

FORM - 'C'
DETAILS OF ALL ARCHITECTURAL \& ENGINEERING DESIGN CONSULTANCY SERVICES FOR RCC RETROFITTING WORKS IN HAND ENDING LAST DAY OF THE MONTH MARCH 2017

| Sl.No | Description | 1 | 2 | 3 |
| :--- | :--- | :--- | :--- | :--- |
| 1 | Name of work / Project and <br> location |  |  |  |
| 2. | Name \& Address of <br> Employer / Organization, <br> Telephone no. of officer to <br> whom reference may be <br> made. |  |  |  |
| 3. | Cost of work in Rs. Lakh <br> (Attach copy of Work <br> Order) |  |  |  |
| 4. | Date of commencement as <br> per contract |  |  |  |
| 5. | Stipulated date of <br> completion |  |  |  |
| 6. | Actual date of completion |  |  |  |
| 7. | Status of work in \% as on <br> March 2016 |  |  |  |
| 8. | Litigation / arbitration <br> pending / in progress with <br> details * |  |  |  |
| 9. | Service rendered |  |  |  |
| 10. | Names of Project In charge <br> \& Key staff \& nos. of staff <br> involves. | Any other information |  |  |
| 11. | An |  |  |  |

* Indicate gross amount claimed and amount awarded by the Arbitrator.
(Note: Add additional sheet for indicating more works if any)


## APPENDIX - I

## FORM - 'D'

## PERFORMANCE REPORT OF ARCHITECTURAL \& ENGINEERING DESIGN CONSULTANCY SERVICES FOR RCC RETROFITTING WORKS

(to be issued by the Employer/client )

| 1 | Name of work/Project \& Location |  |
| :---: | :---: | :---: |
| 2 | Agreement/Work Order No. |  |
| 3 | Estimated Cost |  |
| 4 | Nature of Consultancy works |  |
| 5 | Date of start |  |
| 6 | Date of completion | NN |
|  | i. Stipulated date of completion | ค ${ }^{\text {a }}$ |
|  | ii. Actual date of completion | 1 |
| 7 | Amount of compensation levied for delayed completion, if any |  |
| 8 | Amount of reduced rate items, if any | + |
| 9 | Performance Report |  |
|  | Quality of work | Excellent / Very Good / Good / <br> Fair / Poor |
|  | ii. Financial soundness | Excellent / Very Good / Good / <br> Fair / Poor |
|  | iii. Technical Proficiency | Excellent / Very Good / Good / <br> Fair / Poor |
|  | iv. Resourcefulness | Excellent / Very Good / Good / <br> Fair / Poor |
|  | v. General Approach \& Behavior | Excellent / Very Good / Good / <br> Fair / Poor |

Dated:
Signature \& Seal of
Executive engineer or equivalent

## APPENDIX-I

## FORM - 'E'

## FINANCIAL INFORMATION

Financial Analysis - Details to be furnished duly supported by figures in balance sheet/net profit (after tax) and loss account for the last five years duly certified by the Chartered Accountant, as submitted by the bidder to the Income Tax Department (copies to be attached). For last financial year i.e. 2016-17, provisional balance sheet may be submitted, in absence of audited balance sheet. In absence of provisional balance sheet of FY 2016-17, last 4 years balance sheets shall be considered for average Financial Turnover and Profitability.

| Particulars | Financial Year |  |  |  |  |
| :--- | :--- | :--- | :--- | :--- | :--- |
| i. Gross Annual turnover <br> on PMC work. (In Lakh) | $2012-13$ | 2013-14 | $2014-15$ | $2015-16$ | $2016-17$ |
| ii. Net Profit (after tax) <br> (In Lakh) |  |  |  |  |  |
| iii. Loss (In Lakh) |  |  |  |  |  |
| iii. Certified by |  |  |  |  |  |

## II. The following certificates are enclosed:

(a) Current Income Tax clearance Certificate /Net Profit (after tax) \& Loss account
(b) Solvency Certificate from bankers of Bidder.

Signature of Chartered Accountant with seal

## APPENDIX-I

## FORM - 'F'

## IN-HOUSE TESTING FACILITY AND AWRD RECEIVED

| Sl. No. | Particulars |  |
| :---: | :--- | :---: |
| 1. | In-situ testing facility <br> (including non-destructive testing facilities) |  |
| 2. | Laboratory testing facility |  |
| 3. | Special machinery used in retrofitting works <br> of R.C.C. structures | Any <br> awards/recognition received by the <br> Firm/Bidder. (enclose the certified copy of <br> supportive documents) |

# APPENDIX-II (a) <br> Performa for Financial Bid <br> <br> For Management Building <br> <br> For Management Building <br> [On Firm's letter head] 

Ref. No.
Date:

From:

To:
The Registrar,
Guru GhasidasVishwavidylaya (A Central University)
Koni, Bilaspur 495009, Chattisgarh

Ref. No. /ENGG/2017, Bilaspur dated

Subject: Empanelment of specialized Consultant (s)/Firm (s) to render the Architectural/Engineering Design Consultancy Services for carrying out the retrofitting/renovation works in GGV Bilaspur (C.G.) campus.

Sir,
In response to above refereed subject and reference, we hereby quote our Consultancy Fee as under:

| of Work | Consultancy Fee (in percent of estimated cost of the project As per Section 7.9 of this Bid i.e., inclusive of GST, all such taxes and duties, etc.) |  |
| :---: | :---: | :---: |
|  | In Figures | In Words |
| Consultancy for rendering the |  |  |
| Architectural/Engineering Design |  |  |
| Consultancy Services for |  |  |
| carrying out the |  |  |
| retrofitting/renovation works (as |  |  |
| per this bid) |  |  |

## APPENDIX-II (b)

## Performa for Financial Bid

## For University Auditorium (Rajat Jayanti Sabhagar)

[On Firm's letter head]
From:

To:
The Registrar,
Guru GhasidasVishwavidylaya (A Central University)
Koni, Bilaspur 495009, Chattisgarh

Ref. No. /ENGG/2017, Bilaspur
dated

Subject: Empanelment of specialized Consultant (s)/Firm (s) to render the Architectural/Engineering Design Consultancy Services for carrying out the retrofitting/renovation works in GGV Bilaspur (C.G.) campus.

Sir,
In response to above refereed subject and reference, we hereby quote our Consultancy Fee as under:


# APPENDIX-II (c) <br> Performa for Financial Bid 

## For Registrar Residence

[On Firm's letter head]
From:

To:
The Registrar,
Guru GhasidasVishwavidylaya (A Central University)
Koni, Bilaspur 495009, Chattisgarh

Ref. No. /ENGG/2017, Bilaspur
dated

Subject: Empanelment of specialized Consultant (s)/Firm (s) to render the Architectural/Engineering Design Consultancy Services for carrying out the retrofitting/renovation works in GGV Bilaspur (C.G.) campus.

Sir,
In response to above refereed subject and reference, we hereby quote our Consultancy Fee as under:

| Description of Work | Consultancy Fee (in percent of estimated cost of the project As per Section 7.9 of this Bid i.e., inclusive of GST, all such taxes and duties, etc.) |  |
| :---: | :---: | :---: |
|  | In Figures | In Words |
| Consultancy for rendering the Architectural/Engineering |  |  |
|  |  |  |
| Design Consultancy Services |  |  |
| for carrying out the |  |  |
|  |  |  |
|  |  |  |

# Appendix - III <br> Form of Power of Attorney 

(On Rs 100 Stamp Paper)
Know All Men by these presents that $\mathrm{I}, \ldots \ldots \ldots \ldots \ldots \ldots \ldots \ldots$....................................................... Designation of the
 a company duly incorporated under the laws of the jurisdiction of its incorporation validity existing firm hereby appoint (Name of the person to whom Power of Attorney is given) as the true \& lawful attorney (hereinafter referred to as the "Attorney") of the company and in the name of the company to exercise the all or the powers for and on its behalf in connection with the Bid Notice No. /EOI/ENGG/2017 Dated; /09/2017 " which have been invited by the GGV, BILASPUR(CG) and to undertake the following acts:-
(i) To submit the proposal and participate in the Bid, published by GGV, BILASPUR, on behalf of the company.
(ii) To authorize any other individual a nominated user to submit a bid, and subsequently negotiate and signed the contract with any entity, agency or GGV, BILASPUR (wherein after referred to as Owner) for which tenders are floated.
(iii) To negotiate with the Owner, the terms and conditions including price for award of the contract pursuant to the aforesaid bid and to sign the contract with the Owner for and on behalf of the company.
(iv) To receive, accept and execute the contract for and on behalf of company.
(v) Do any other act or submit any document related to the above.
(vi) Hand over site to the authorities for execution and obtain completion certificate (as applicable).
(vii) To make estimation of the work done from time to time (as applicable).
(viii) To make design and drawing measurement of the work done from time to time (as applicable).
(ix) To draw bills in the name of the company.
(x) To receive the payment in favour of the company against the aforesaid bills from the authorities concerned.
(xi) To make correspondence with the said authorities.
(xii) To carry out all the activities which the Firm has to perform for owner as per agreement.
(xiii) To appear and represent on behalf of the company with all other authorities such as state Government, Central Government, Electricity Board, Telephone Department, RTO Office, Income Tax, Sales Tax, Labour Departments and such other Departments connected to the Project and to carry on correspondence with the above in respect of contract.
(xiv) To submit any Bank Guarantee, Indemnities, Earnest Money Deposits, etc. as the Owner may require.

It is expressly understood that the Power of Attorney shall remain valid biding and irrevocable till submission of the contract performance guarantee in terms of all the contracts for which tender is floated by GGV, BILASPUR (C.G.).

I, and the company, hereby agrees and undertake to ratify and confirm whatsoever the said "Attorney/Authorized Representative" quotes in the bid negotiate and signs the contract with "Owner" and/or purports to acts on behalf of the "Company" by virtue of this power of Attorney and the same shall bind the company as if done by itself.

IN WITNESS WHERFOR I, $\qquad$ (name and designation of the highest authority of PSU), have signed these presents on this $\qquad$ day of $\qquad$
(Signature and Seal)

## Witnesses:

1. Signatures

Name

Designation
Occupation
2. Signatures

Name
Designation
Occupation

