

# REQUEST FOR PROPOSAL (RFP) -2

COMPREHENSIVE ARCHITECTURAL DESIGN OF  
PERMANENT CAMPUS OF CENTRAL UNIVERSITY OF  
GUJARAT AT VILLAGE KUNDHELA, TALUKA DABHOI,  
DISTRICT: VADODARA, PHASE - I (PACKAGE- II)  
(RESIDENTIAL, STUDENTS HOSTELS, GUEST HOUSE, AND  
DEVELOPMENT WORKS)

Tender No. CUG/14/2021-22

Dated:11/01/2022



गुजरात केन्द्रीय विश्वविद्यालय  
CENTRAL UNIVERSITY OF GUJARAT

*(Established by an Act of Parliament of India, No. 25 of 2009)*

CENTRAL UNIVERSITY OF GUJARAT

Sector 29, Gandhinagar - 382030

Email: [iwd@cug.ac.in](mailto:iwd@cug.ac.in)

Phone No.: 079 23977 410

## VICE CHANCELLOR'S NOTE

Central University of Gujarat is established by an act of Parliament along with 13 new Central Universities during 2009. This University is functioning since 2009 from two temporary Campuses at Sector 29 and 30, Gandhinagar. The Permanent campus is to be established now at Kundhela village near Vadodara as per Land allotted by Government of Gujarat.

Higher Education has made significant contribution to economic development, social progress, and political democracy in Independent India. This Central University aims to provide a hub of research to capture synergies between teaching and research that enrich subjects of learning.

Vadodara is considered as the cultural capital of Gujarat and the heritage monuments like Laxmi Vilas palace of erstwhile Royal family of Gaikwads is classic example of monumental buildings. The Heritage, Civic Infrastructure, other higher Educational Institutions, and quality of life offered by the city of Vadodara add a great potential to become a top-rated University worldwide.

The new permanent Campus of Central University of Gujarat Vadodara has great significance. The Architectural Consultant ought to think beyond the boundaries in conceptualization for residential and hostel blocks Plan and Architectural design keeping wide outlook, long term objectives of the University in mind which should conform the requirements of the present day and future.

We would like the permanent Campus at Vadodara to have the following characteristics:

- a) Overall ambiance that attracts visitors' students and conveys to them that they have a feeling of higher level of teaching, learning environment deeply rooted in its Heritage.
- b) Functional comfort to the academic community, scholars, for teaching, learning and research.
- c) Lower energy and resource consumption with minimum maintenance and easy up keeping of physical assets aiming higher GRIHA rating.

For an Architectural Consultant, we are looking for a partner in our pursuit for excellence in teaching/research, who will be our friend, philosopher, heritage advisor and guide in Campus Development for decades ahead.

**Vice Chancellor  
Central University of Gujarat, Gandhinagar.**

**Sub: Request for Proposal (RFP-2) for Comprehensive Architectural Design of Permanent Campus of Central University of Gujarat at Village Kundhela Near Vadodara (Phase I, Package II), (Residential, Students Hostels, Guest House, and Development Works)**

Central University of Gujarat, Gandhinagar invites sealed Request for Proposal (RFP) for Comprehensive Architectural Design of Permanent Campus of Central University of Gujarat at Village Kundhela, Near Vadodara from reputed Companies / Bidders. All interested vendors are requested to send their sealed Tenders as per details of terms and conditions mentioned in document: -

**1.1 Details of tender are as follows.**

Tender No.	<b>CUG/14/2021-22</b>
Last Date and Time for queries	18.01.2022 Till 05:00 PM
Last Date and Time for receipt of Tender	01.02.2022 till 03:00 PM
Time and Date for Opening of Technical Bid	02.02.2022 at 11:00 AM
Venue of the tender opening	Sector - 29, Central University of Gujarat
Tender Processing Fee (non-refundable)	Rs 2000.00
For queries contact through E-mail at	<a href="mailto:iwd@cug.ac.in">iwd@cug.ac.in</a>

The Tender document and details of terms and conditions can be downloaded from our website [www.cug.ac.in](http://www.cug.ac.in) and can apply through e-publishing portal <https://eprocure.gov.in/epublish/app>

**1.2 The bid proposals are to be sent in one sealed envelope duly super scribed with Tender Reference No. and Tender Notice detail as appended hereunder:**

<p><b>REQUEST FOR PROPOSAL (RFP- 2)</b></p> <p><b>Central University of Gujarat, Gandhinagar.</b></p> <p><b>TENDER NO. CUG/14/2021-22      DATE: 11/01/2022</b></p> <p><b>LAST DATE FOR SUBMISSION: 01/02/2022 up to 03:00 PM</b></p> <p>The Registrar, Central University of Gujarat, Gandhinagar. Near Jalaram Mandir, Sector-29, Gandhinagar - 382030</p> <p>From: M/s .....</p> <p>Contact No: .....</p>
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## DISCLAIMER

The information contained in this Request for Proposal (RFP) provides the terms conditions set out for the Consultants. Subsequently if required, further information or clarification shall be provided to the Consultants, whether verbally or in documentary or any other form as appropriate. This RFP document is neither an agreement nor an offer or invitation by CUG to any person including Consultants. The purpose of this RFP document is to provide information that may be useful in the formulation of proposals pursuant to this RFP document. This RFP document includes statements which reflect various assumptions and assessments arrived at by CUG in relation to the work. Such assumptions, assessments and statements do not purport to contain all the information that each Consultant may require.

This RFP document may not be appropriate for all persons, and it is not possible for CUG to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP document. The assumptions, assessments, statements, and information contained in this RFP document may be updated by consultants by way of their own investigations and analysis. Without any liability of any kind on CUG the consultants should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP document and obtain independent advice from appropriate sources. Information provided is on a wide range of matters, some of which depend on interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. CUG does not accept responsibility for the accuracy or otherwise of any interpretation or opinion on the law expressed herein. CUG makes no representation or warranty and shall have no liability to any person including any Consultants under any law, statute, rules or regulations, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP document or otherwise. This includes the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement, or information contained therein or deemed to form part of this RFP document or arising in any way in the selection procedure. The issue of this RFP document does not imply that CUG is bound to select a consultant or appoint one, as the case may be, for the consultancy. CUG reserves the right to reject any or all the proposals without assigning any reason whatsoever.

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## Acronyms

Acronym	Definition
AITB	Annexure to Instructions to Bidders
BOQ	Bill Of Quantities
CPWD	Central Public Works Department
CUG	Central University of Gujarat
DSC	Digital Signature Certificate
ECS	Electronic Clearing System
EFT	Electronic Funds Transfer
EMD	Earnest Money Deposit
EPF	Employees Provident Fund
EPFO	Employees Provident Fund organization
ESI(C)	Employees State Insurance (Corporation)
GCC	General Conditions of Contract
GST	Goods and Services Tax
GSTIN	GST Identification Number
HSN	Harmonized System of Nomenclature
INR	Indian Rupee
IPR	Intellectual property rights
ITB	Instructions To Bidders
JV/C	Joint Ventures/ Consortium
MSE	Micro and Small Enterprises
MSME	Micro Small and Medium Industries
NIT	Notice Inviting Tender
PBG	Performance Bank Guarantee
PPD	Public Procurement Division
PQB	Pre-Qualification Bidding
PVC	Price Variation Clause
SCC	Special Conditions of Contract
SD	Security Deposit
TIA	Tender Inviting Authority
TIS	Tender Information Summary

## Section I: Request for Proposal (RFP)

### 1. Request for Proposal (RFP)

This Request for Proposal for Services (RFP) reference number Tender No. CUG/14/2021-22 (hereinafter called 'the Tender Document') for and on behalf of the Central University of Gujarat (hereinafter referred as 'the Procuring Organization') is for inviting proposals (hereinafter referred as the 'Bid(s)') from eligible and qualified Bidders on or before the scheduled bid submission closing date and time, through the website of CPPP portal <https://eprocure.gov.in/epublish/app> and our university website [www.cug.ac.in](http://www.cug.ac.in) (hereinafter called 'the Portal'), for entering into contract for Architectural Consultancy Services (hereinafter called 'the Services') as per details in this Tender Document.

### 2. The Tender Document

#### 2.1 Bidders must read the full 'Tender Document'

This RFP is an integral part of the Tender Document and serves a limited purpose of invitation and does not purport to contain all relevant details for submission of bids. 'Tender Information Summary' (TIS) appended to this notice gives salient summary of information of this tender. Any generic reference to RFP shall also imply a reference to TIS as well. However, Bidders must go through the full Tender Document for details before submission of their Bids.

#### 2.2 Availability of the Tender Document

The Tender Document shall be published and be available for download as mentioned in TIS, after the date and time of start of availability till the deadline of availability. Unless otherwise stipulated in TIS, the downloaded Tender Document is free of cost. If the Procuring Entity happens to be closed on the deadline of availability of the bids as specified above, this deadline shall not be extended. Any query/ clarification regarding downloading and uploading of Bids on the e-Procurement portal may be addressed to portal Help Desk (contact details given in TIS).

#### 2.3 Clarifications

A Bidder requiring any clarification regarding the Tender Document may ask questions in writing/ electronically from Office/ Contact Person as mentioned in TIS, provided the questions are raised before the clarification end date mentioned in TIS (or if not mentioned, before 7 days of deadline for submission of bids). This deadline shall not be extended in case of any intervening holidays.

### 3. Eligibility to Participate and Preference Policies:

Subject to provisions in the Tender Document, this invitation for Bids is open to all solvent bidders who fulfil following 'Eligibility' Criteria:

- a) Bidder should be a natural person or private entity or public entity (legally and financial autonomous Government owned enterprises).

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- b) Bidder should be a going concern - i.e., not insolvent, bankrupt, under receivership, under legal proceeding for similar disruptions etc
- c) The bidder, their affiliates, or subsidiaries - including subcontractors or Contractors for any part of the Contract - should not stand declared ineligible/ blacklisted/ banned/ debarred by any Government Agency, for participating in its Bids.
- d) The bidder, their proprietor of the firm, its employee, partner or representative, directors and officers should not have been convicted of offences involving moral turpitude in business dealings under any applicable laws, within a period of three years preceding the commencement of the Tender Process
- e) Any bidder having conflict of interest with other bidders or with relevant executives of Procuring Entity, which substantially affects fair competition, shall not be eligible to Bid in this tender.
- f) Bidder must fulfil any additional eligibility criteria laid down in TIS.

#### 4. Opening

Bids received shall be opened on the specified date and time given in TIS. Bidders can witness the opening of bids. If the office happens to be closed on the date of opening of the bids as specified, the bids shall be opened on the next working day at the same time and venue.

#### 5. Disclaimers and Rights of Procuring Entity

The issue of the Tender Document does not imply that the Procuring Entity is bound to select Bid(s) and it reserves the right to reject any or all of the Bids or cancel the tender process; or abandon the procurement of the Services; or issue another tender for same or similar Services, without assigning any reason.

For further details please refer to annexed TIS and the full Tender Document.

## Appendix to RFP: Tender Information Summary

Tender Document No. Tender No. CUG/14/2021-22

Tender Title: Request for Proposal (RFP-2) for Comprehensive Architectural Design of Permanent Campus of Central University of Gujarat at Village Kundhela Near Vadodara (Phase I, Package II), (Residential, Students Hostels, Guest House, and Development Works)

<b>Tender Information Summary</b>			
<b>Basic Tender Details</b>			
Tender Title	Request for Proposal (RFP-2) for Comprehensive Architectural Design of Permanent Campus of Central University of Gujarat At Village Kundhela Near Vadodara (Phase I, Package II), (Residential, Students Hostels, Guest House, and Development Works)		
Tender Reference Number	Tender No. CUG/14/2021-22	Tender Type	Open Tender - Domestic
Tender Category	Services	No. of Covers	Two Covers
Bidding System	Single Stage RFP	the Procuring Organization:	Central University of Gujarat
<b>Critical Dates</b>			
Published Date	11.01.2022	Bid Validity (Days from date of Tender Opening)	120 days
Document Download Start Date & Time	11.01.2022 from 03:00 PM.	Document Download End Date & Time	01.02.2022 up to 03:00 PM.
Bid Submission Start Date & Time	11.01.2022 from 03:00 PM.	Bid Submission closing Date & Time	01.02.2022 up to 03:00 PM.
Tender Opening (Technical Bid) Date & Time	02.02.2022 from 11:00 AM.	Tender Opening (Financial Bid) Date & Time	To be intimated later
<b>Pre-bid Conference</b>			
Pre-bid Conference applicable or not	No. Bidders are requested to send their queries to iwd@cug.ac.in email id for clarification on techno-commercial conditions of the Tenders before 18.01.2022 up to 05:00 PM.		
<b>Preparation and Submission of Bids</b>			

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Cover No	Cover Type	Description	Document Type
1	Cover 1: separate cover for Fee/ EMD Declaration & separate cover for Technical Bid	Tender Fee, EMD declaration	
		Submit original / self-attested copies of scanned documents for meeting eligibility criteria	
	Cover 2: Financial Bid	Submit financial bid with covering letter as per format	

## Section II: Introduction and scope of work

### 1. Introduction

Central University of Gujarat wishes to appoint an Architectural Consultant for Providing Comprehensive Architecture services for its new permanent campus Buildings along with associated support facilities. This RFP 2 document is being released by CUG, to invite Consultants to participate in the selection process. The Consultants will be selected through a combined quality cum cost-based selection procedure.

This RFP-2 document is for selection of architectural Consultants for Design of Permanent Campus of Central University of Gujarat at Village Kundhela Near Vadodara for (Phase I, Package II).

The Bid document and details of terms and conditions can be downloaded from website of CPPP portal <http://eprocure.gov.in/epublish/app> and our university website [www.cug.ac.in](http://www.cug.ac.in)

Based on the evaluation of concept and detailed architectural designs & credentials submitted, a limited number of consultants will be selected for presentation and final selection.

### 2. Project Brief

Central University of Gujarat (CUG) is one among the several new Central Universities started from the academic years 2008-09. Currently the University is functioning from the premises at Sector 29, Gandhinagar. A new permanent campus is to be established on 100 acres of land near village Kundhela, Taluka Dabhoi, District Vadodara.

The Master Plan along with Architectural Drawings for Nonresidential buildings are already approved under package I to address the needs of 2500 students in the first instance. Depending on the requirements; subsequent phases in future may comprise 4000 students in about 15-20 years.

**The present Scope of work is for preparation of concept and detailed design Architectural drawings for Residential buildings, Students Hostel, Guest House, and Developments works under Phase I (Package - II).**

### 3. Brief on Scope of work

(For details see attached Draft agreement copy, Annexure B)

Post final selection and agreement, the scope of work for Architecture Consultant will be to provide comprehensive detailed design of architectural and allied consultancy services including Interior, Landscape, Infrastructure, signage and

graphic design for the Residential buildings, Students Hostel, Guest House, and developments works at CUG Vadodara's permanent campus.

CUG may modify the above requirements at its sole discretion. Based on the performance of the consultant, CUG at its sole discretion may assign more work to the same consultant for other buildings in the same campus and split the work between two or more consultants.

#### 4. Design & Program Brief

The permanent campus is being developed as a fully residential, research-based institute with, Postgraduate and Post-Doctoral Research programs.

Site Coordinates:

Latitude: 22.19835

Longitude: 73.27497

Located around 25 km away from Vadodara but under Gujarat Government Town Planning/Urban Development Authority Area. The total site area of the new campus is around 100 Acres. On the North, the site is flanked by agriculture lands. The entire Southern edge of the site is flanked by a road from Kundhela to Dhanyavi village. To accommodate facilities for all Residential Buildings, Hostels, Guest House, and developments works under Package -II, the tentative design and program brief is as follows:

##### 4.1 Design Brief: Overall

The permanent campus will have an educational environment which would stimulate and facilitate intense and creative engagement with the processes of learning and research. It will foster the formation of a community of thinkers, scholars and concerned citizens. CUG wishes to bring together the finest minds in an environment of creative interaction. The built environment should:

- a) Permeate free exchange of ideas, through interaction between the faculty and staff members amongst themselves and with the student groups.
- b) Foster amiable relationships on the non-academic front between the members of the University's community and generate a culture that is sensitive to human beings and nature.
- c) CUG looks forward to developing climatically responsive / energy efficient buildings with passive design features for creating better comfort conditions and reducing the energy requirements. Creating year-round thermal comfort conditions is especially critical for Hostels.
- d) The Consultants are free to explore various structural systems suited to their Architectural design. However, construction of Residential buildings/Hostel buildings may be designed in "confined masonry" \*. A maximum of 4<sup>th</sup> storeys confined masonry construction may be preferred.
- e) \*Following documents on 'Confined Masonry' is available on internet to explain what is meant by 'Confined masonry' 1.Svetlana Brzev, "Earthquake Resistant

Confined Masonry Construction, “National Information Centre of Earthquake Engineering, IIT Kanpur (available at [www.nicee.org](http://www.nicee.org)) <http://www.nicee.org/downloads.php> (Build a safe House with Confined Masonry).

- f) The design should be responsive to create a barrier free environment for differently abled people.
- g) The architectural character of proposed buildings should respond to the approved Master Plan of the Campus.
- h) CUG looks forward for proposals with robust Architectural design, adaptable to present day need and immediate future.

#### 4.2 Program Brief

The projected numbers, Areas in the tables below are only guidelines and indicative only for proposed submissions and to provide an overview of requirement of university. The scope of work may not be limited to it. CUG also reserves the right to modify, combine, add. or reduce activities at any time.

##### (A) Approximate SUMMARY OF AREA of Residential buildings under PACKAGE II.

Buildings	Approximate Built up Area in sqm	No. of Stories
Boys Hostels (for 1000 students)	11458	4
Girls Hostels (for 600 students)	7292	4
Kitchen & Dinning area	2264	2
<b>STUDENT HOSTELS (C)</b>	<b>21014</b>	
Type II (12 Nos.) and Type III (12 Nos.)	1824	3
Type 4 and type 4(Sp.) (8 + 12 = 20 NOS.)	2436	3
Type 5 (8 NOS.)	1628	3
Type 6 (4 NOS.)	1100	2
V.C Qtr. (1 NOS.)	395	2
<b>FACULTY HOUSING (57 NOS.) (D)</b>	<b>7383</b>	
<b>Guest House 10 rooms (E)</b>	<b>499</b>	<b>2</b>
<b>TOTAL (C + D + E)</b>	<b>28896</b>	

Total estimated built up Area for Buildings are Approximately 28900 Sqm.

##### RESIDENTIAL BUILDINGS:

These are to be designed in general as multistoried buildings having three stories and preferably two quarters in each floor without provision of Passenger lifts. Parking area is to be provided separately.

##### STUDENTS HOSTEL:

These are to be designed in general as multistoried buildings having Four stories and preferably rooms with balcony and common corridors. Approximately 33% capacity

shall be for single room and approximately 67% capacity shall be for double rooms. Reasonable Common areas are to be provided. A separate Cycle parking space for is needed for all students. All fire safety norms and other safety parameters are to be incorporated for students. The locations shown in Master plan for boys and Girls are in generally to be considered for design.

**KITCHEN AND DINNING HALL:**

These are to be provided separately to cater boys and girls with required efficient cooking arrangements. Some open platforms outside dining areas may be designed for recreation and future utility.

**GUEST HOUSE:**

Required Number of rooms, minimum 10 rooms with Kitchen, Dining and common facilities are to be provided.

**B) DEVELOPMENT WORKS:**

This includes all few Services like Boundary walls, External Development Works for relevant area, Extension of services work matching with Package 1, Solar Electric Energy generation, some Cable Network etc. for smooth commissioning of campus.

## Section III: General Conditions of Contract

### 1. Defined Terms

- a) "Bid" (including the term 'tender', 'offer', 'quotation' or 'proposal' in certain contexts) means an offer to supply goods, services or execution of works made in accordance with the terms and conditions set out in a document inviting such offers.
- b) "Bidder" (including the term 'bidder', 'consultant' or 'service provider' in certain contexts) means any eligible person or firm or company, including a Joint Venture or consortium (that is an association of several persons, or firms or companies), participating in a tender process with a Procuring Entity.
- c) "Bill of Quantities" (including the term Price Schedule or BOQ) means the priced and completed Bill of Quantities forming part of the Bid.
- d) "Contract" means the letter or memorandum communicating to the Contractor the acceptance of his Bid and includes Notification of Award, General Conditions of Contract, Special, and the other conditions and formal Agreement document including its Annexes, if executed.
- e) "General Conditions" means the General Conditions of Contract, also referred to as GCC.
- f) "Government" means the Central Government or a State Government as the case may be;
- g) "Inspection" means activities such as measuring, examining, testing, analysing, gauging one or more characteristics of the product or service, and comparing the same with the specified requirement to determine conformity.
- h) "Performance Security" means monetary guarantee to be furnished by the successful Bidder in the form prescribed for due performance of the Contract placed on it.
- i) "Special Conditions" means Special Conditions of Contract, which over-ride the General Conditions, also referred to as SCC.
- j) "Specification" or "Technical Specification" means the drawing/ document/ standard that prescribes the requirement to which product or service has to conform.

### 2. Confidentiality, Secrecy and IPR Rights

#### 2.1 IPR Rights:

All deliverables, outputs, plans, drawings, specifications, designs, reports, and other documents and software submitted by the Contractor under this Contract shall become and remain the property of the Procuring Entity and subject to laws of copyright and must not be shared with third parties or reproduced, whether in whole or part, without the Procuring Entity's prior written consent. The Contractor shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Procuring Entity, together with a

detailed inventory thereof. The Contractor may retain a copy of such documents and software but shall not use it for any commercial purpose.

## **2.2 Confidentiality:**

All documents, drawings, samples, data, or other information furnished by or on behalf of the Procuring Entity to the Contractor, in connection with the Contract and the Tender Document, whether such information has been furnished prior to, during or following completion or termination of the Contract, are confidential and shall remain the property of the Procuring Entity and shall not, without the prior written consent of Procuring Entity neither be divulged by the Contractor to any third party, nor be used by him for any purpose other than the design, procurement, or other work and services required for the performance of this Contract.

The obligation of the Contractor under this Clause, however, shall not apply to information that: now or hereafter enters the public domain through no fault of Contractor. can be proven to have been possessed by Contractor at the time of disclosure and which information was not previously obtained, directly or indirectly, from the Procuring Entity. otherwise lawfully becomes available to Contractor from a third party that has no obligation of confidentiality.

## **2.3 Performance Guarantee:**

The Consultant will have to deposit Performance Guarantee (PG) in form of bank guarantee on any nationalized bank amounting to **3% of the estimated fee** which will be valid initially for a period of 2 years with a provision for further extension, if necessary, in the event of extension of period of completion of job. The PG shall be submitted within 10 days from the date of award of work. The date of start of work shall reckon after 15 days from the date of award. The performance bank guarantee will be release within one month after completion of work.

## **2.4 Security Deposit:**

2.5% security deposit will be recovered from fees payable to Consultant by CUG as per Payment Schedule, Stage 1 to 7. The Security Deposit will be release within one month after completion of work.

## Section IV: Eligibility Criteria & Evaluation methodology

### 1. Minimum Eligibility Criteria

- a) The Average Annual financial turnover of the Consultant on consultancy work for the last three financial years ending March-2020 should be at least Rs.50.0 Lacs per year. Joint ventures are not accepted.
- b) The Consultant should have successfully completed “Architectural Consultancy services including Hostels / Staff Quarters for Educational/Institutional buildings” of at least one Project of 12000 Sqm built up area during the financial year 2013 to 2020. The work experience certificate from Government departments / semi government departments / PSU not below the rank of executive engineer shall be enclosed. Work experience Certificate from private, individuals shall not be considered if the TDS of Income Tax certification in the name of consultant for relevant years is not submitted.
- c) The proposed team leader for CUG Vadodara project representing the Consultant (herein referred to as Project Architect) and will be responsible for handling and designing CUG Vadodara project should have minimum 15 years of work experience from date of registration of Council of Architecture.
- d) Consulting firms, Parent company registered in India are only eligible. Only projects within India will be eligible for consideration of experience.

**Note: All the above criteria should be supported by relevant documents.**

### 2. Selection Process

Among the proposals received, the eligible Consultants shall be shortlisted on the basis of their concept, detailed design Architectural/Technical proposal and credentials. They will be called for a presentation at CUG Gandhinagar. The Technical score of shortlisted Consultants shall be declared immediately at the end of their presentation.

Broad components of each stage of selection are as follows:

Single Stage	Requirements / Important Components
Selection of Consultant	<p>a) The Bid document and details of terms and conditions can be downloaded from website of CPPP portal <a href="http://eprocure.gov.in/epublish/app">http://eprocure.gov.in/epublish/app</a> and our university website <a href="http://www.cug.ac.in">www.cug.ac.in</a>.</p> <p>b) Document Processing Fee of Rs 2000/- (Rs Two Thousand only) (Non-refundable) by Demand Draft in favor of Registrar, Central University of Gujarat payable at Gandhinagar.</p> <p>c) Submission of Bid declaration form duly signed by Consultant Agency as per Annexure C.</p> <p>d) GST registration certificate.</p> <p>e) Submission of Documents supporting minimum eligibility criteria as per the details given in the document.</p> <p>f) Submission of Concept and Detailed Architectural design Proposals.</p>

	<p>g) Submission of documents highlighting their credentials of the Consultant as per forms given in the documents Form no 3 to 6.2, and project experience, competence and capacity of the team in project delivery, preparation of tender documents, experience of sub consultants including Structural and MEP consultants.as per the form no 8 given in the document.</p> <p>h) Submission of Financial Proposals.</p> <p>l) Presentation of Detailed design proposal through PPT at CUG, Gandhinagar.</p>
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Note: This RFP document is for short listing limited number of consultants and final selection of Consultant in Single Stage only.

### 3. Evaluation Methodology:

i. To review the concept and detailed design proposals and credentials of the Consultant, CUG will constitute an evaluation committee of eminent professionals and academicians. The evaluation committees at its sole discretion will shortlist the consultants on the basis of concept and detailed design and documents submitted. The design should respond to the design brief given in this RFP. The credentials will be judged as per following criteria:

- a) Performance on past works.
- b) Projects with innovative architectural design including those in high seismic zones, energy efficient / climatically responsive features.
- c) Projects with use of sustainable / cost effective materials and technologies.
- d) Awards / accolades won in the field of Architecture
- e) Professional experience, credentials, and past record of the Project Architect.
- f) Design Capability and Professional Staff set up.

ii. The discretion and decision of the Evaluation Committee with respect to the proposals and short listing of the Consultants shall be final and not open to challenge in any court of law or arbitration panel. CUG reserves the right to accept or reject any or all the proposals without assigning any reason.

### 4. Requirements for Submission of Technical Proposal:

CUG shall provide site survey plan, Master plan of the proposed project near Kundhela. The Master Plan attached with this RFP shall be considered for the proposed buildings and features, road layout, approaches, entry and exit points etc.

The proposal shall include Design responses for energy, environment, infrastructure and landscape. The Technical Proposal will comprise of drawing panels and a brief report elucidating the Concept, detailed Architectural Design, and after shortlisting a power point presentation at CUG, Gandhinagar.

The Concept proposal will comprise of followings:

- a) Documents confirming the minimum eligibility criteria
- b) Documents highlighting the credentials of the Consultant.
- c) Architectural concept proposal

- d) Pen Drive with PDF copy of Concept proposal.
- e) Signed copy of RFP.
- f) Document processing Fee.
- g) Covering letter

Documents confirming the minimum eligibility criteria and credentials will cover the following (Ref. Form no 3,4,5,6, 6.1 and 6.2):

- a) Introduction to the Consultant (Brief description of the firm/entity, projects, staff, contact details. Maximum 3 pages)
- b) Copy of audited Balance sheet, Profit & Loss statement for the last three financial years of the Consultant ending March 2020. Submit the C.A. certified average annual turnover for the last three financial year ending March 2020 (Form no.3).
- c) Copy of Income tax return acknowledgement for the last three financial years ending March 2020.
- d) Certificate from Chartered Accountant confirming gross income from consultancy in last three financial years and Private project work executed for which the TDS of Income Tax certification in the name of consultant for relevant years.
- e) Proof of completing architecture design of at least one project of 12000 Sqm built up area during the year 2013 to 2020. (Form No. 6.1)
- f) Project sheets highlighting quality of past works with special thrust on innovative architectural design projects undertaken by the Consultant. Work done in energy efficiency / climatically responsive architecture. Projects demonstrating use of sustainable / cost effective materials and technologies, innovative structures / Architectural design in high seismic zones. (Form no.6).
- g) Name of the Project Architect, Proof of educational qualifications / minimum 15-years' experience in the field of Architecture of the Project Architect. (Attach educational qualification certificates & COA certificate) the project architect should have minimum 15 years of work experience from date of registration of Council of Architecture. (Form no 4.).
- h) Details of Awards/ Accolades won in the field of Architecture. (Form no 5).
- i) Signed copy of this RFP document (each page signed and stamped) by the Consultant as proof of acceptance of all terms and conditions of selection process.
- j) Covering letter as per Form no 2, Number of documents, drawings, and pen drives submitted needs to be mentioned in the Covering letter along with the Three -digit code.
- k) Consultants will number the sheets as 1 of XXX on bottom right-hand corner of the sheet.
- l) The Consultants will also write a Three -digit number code on the back of each drawing panel, they are submitting. This Three Digit number code should be mentioned in the Covering letter.
- m) Pen Drive containing soft copies of the design proposal. (All drawings in high resolution PDF format).

#### **4.1 Submissions of Concept, Detailed Architectural Design Proposal:**

The concept, detailed design proposal will comprise of following:

A. **Drawing panels:** The Architectural design could be explained in the form of drawings with plans sections at suitable scale, views, photographs and sketches to show the Architectural character of building type/layout.

- (i) A maximum of Six A0 size drawing panels covering the detailed Architectural design proposal.
- (ii) All the drawings shall be in black and white (No colour drawings / renders are allowed). The drawing panels should not have name of the Architecture consultant or any identification mark.

#### **B. Brief Report (Three Copies):**

A report containing details that help to explain the design will accompany the drawing panels. The report may be limited to A3 size with maximum 20 single side print pages. The report should explain the concepts and should include necessary drawings and data supporting the proposal. A total of three copies of reports will be required for submission.

#### **C. Power Point Presentation:**

After the submission of Detail Architectural Design, CU Gujarat, will call the consultants to make a presentation at CUG, Gandhinagar. Maximum time allotted for the power-point presentation will be 30 minutes. The presentation should include:

- (i) The design proposal in detail supported with 3D visual renderings / walkthrough.
- (ii) A brief introduction about the firm, project experience, competence and capacity in project delivery. (5 Slides maximum)

#### **5.0 Financial Proposal:**

Along with the technical proposal the Consultants will also be required to submit their financial Proposal. The Consultants are to refer to the Draft Agreement within this RFP to understand their scope of work and estimate their fees. The fees indicated in the Financial Proposal by the Consultant shall be considered as final and reflecting the total cost of services. Omissions if any, shall not entitle the Consultant to be compensated. The liability to fulfill obligations as per scope of work within the total quoted fees shall rest solely with the Consultant. The Financial Proposal should be submitted on the Consultant's letterhead as per format given in Form no 7.

#### **6.0 Submission of Queries:**

The consultants may raise any queries through email only; no telephonic queries will be admissible. Queries, in the format given in **Form-1**, may be addressed to:

The Registrar,  
Central University of Gujarat,  
Near Jalaram Temple, Sector 29,  
Gandhinagar- 382030, Gujarat.  
E-mail [iwd@cug.ac.in](mailto:iwd@cug.ac.in)

All queries must be received by email not later than 05:00 PM of 18.01.2022.

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## 7.0 Submission of Documents:

Submission of the above documents shall be in physical form at the office of CUG, Gandhinagar, through registered post/speed post/ courier or hand delivered in the following format:

- i. The documents for supporting minimum eligibility criteria, should be sealed and signed in an envelope marked **“Document Confirming Minimum Eligibility Criteria & credentials”**.
- ii. The Concept detailed architectural Design proposal comprising Drawing panels and pen drive containing soft copy of the design proposal should be sealed and signed in a packet marked **“: Concept, Detailed Design Proposal”**.
- iii. The documents for financial proposal should be signed and sealed in an envelope marked **“documents for financial proposal”**
- iv. Online submission is not allowed. Only hard copy submission is permitted.
- v. All the above three sealed packets / envelopes along with the covering letter (as per Form 2) and print of this RFP-2 document with all pages duly signed and stamped should together be put in a fourth cover. This packet should be marked **“Architectural consultancy services for Residential buildings, Students Hostel and Developments works at permanent campus of CUG Vadodara” phase 1 (PACKAGE(II))** and sent to the following submission address:

The Registrar,  
Central University of Gujarat,  
Near Jalaram Temple, Sector 29,  
Gandhinagar- 382030, Gujarat.  
Phone: +91 (079) 23977410

## 8.0 Submission Date

The proposal shall be sent by any postal/ courier service to the address mentioned below. The proposal must be received by CUG, Gandhinagar within office hours **on or before 03:00 PM. on, 01.02.2022**. Any proposal received after the due date and time may be disqualified.

## 9.0 Disqualification from the Selection Process

Consultants are liable to be disqualified if they:

- a) Make misleading or false representation, or deliberately suppress any information in the forms, statements and enclosures required to be submitted by them.
- b) Have hidden the record of poor performance, such as abandoning projects, not completing the assigned projects properly, or of financial failure/ weaknesses.
- c) Resort to any unethical means, like attempting to influence the committee / CUG officials.

## 10.0 Important Notes:

- i. All the information pertaining to minimum eligibility should be supported by relevant documents / certificates. CUG Gandhinagar reserves the right to seek additional information, details regarding minimum eligibility criteria, proof of qualifications, experience and capabilities of the Consultant at any stage of short listing / selection process.
- ii. The applicants are requested to carefully read this RFP 2, document carefully to understand evaluation methodology of the selection process.

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- iii. The applicants are requested to carefully read the Draft Agreement (**Annexure-B**) at the end of this RFP. The selected Consultant will be required to provide services as mentioned in the Draft Agreement. Before participating in this selection process the applicants should be sure that they will be able to provide all the services and the deliverables in the time schedules given in the Draft Agreement.
- iv. The appointed Consultant should ensure that the Project Architect whose profile has been submitted at the time of application for this RFP is involved in complete design process. There has to be continuity in the Project Architect as well as team members in all stages of design and execution till completion of the project.
- v. CUG Gandhinagar reserves the right to accept or reject any or all the proposals without assigning any reason. CUG Gandhinagar also reserves the right to call for additional information from the consultants.
- vi. A proposal once submitted becomes the property of CUG Gandhinagar and shall not be returned to the participant under any circumstances, even if the work is awarded or not. The design entries, documents etc. submitted will not be returned to the consultant / applicant by CUG.

### 11.0 Work Schedule

The Architecture consultant should complete the work within a period of 18 (Eighteen) weeks from initiation date: XXX. The following shall be the time schedule for completing various stages:

- i. **Detailed Design:** 04 weeks
- ii. **Final Design and Preliminary Estimates:** Within 02 weeks after the approval of detailed Design.
- iii. **Detailed Structural, Detailed Working Drawings & Estimates and Tender Documents:** 06 weeks
- iv. **Drawings for Statutory Approval, Comprehensive Services Designs and Good for Construction Drawings:** 06 weeks.
- v. **Execution Stage:** As per schedule prepared by CUG/PMC.
- vi. **Post Execution Stage:** Within four weeks of Issue of Completion Certificate.

### 12.0 Payment Schedule

The payment of the above sum shall be made by CUG to Architecture consultant based on completion of tasks as per schedule given below:

Stage	Component	Fees Payable
1	Preparation and submission of conceptual scheme, Preliminary Project report, basic scheme of the overall Project including Preliminary design & drawing of individual buildings and internal/External services for review of the client	10 % of the fee
2	On approval of detailed architectural & structural drawings and detailed Estimate of all buildings and vetting as per requirement of CUG.	30 % of the fee less payment made in Stage-1

Stage	Component	Fees Payable
3	On obtaining statutory approvals from various authorities and approvals of good for construction Drawings	50 % of the fee less payment made in Stage-1 and 2
4	On execution of work worth 30% of its estimated cost	70% of the fee less payment made in stages 1 to 3
5	On execution of work worth 60% of its estimated cost	80% of the fee less payment made in stages 1 to 4
6	On execution of work worth 90% of its estimated cost	90% of the fee less payment made in stages 1 to 5
7	On completion of entire construction works and after obtaining “completion certificate” from the local bodies. No objection Certificates/ Occupancy Certificate from statutory local bodies and checking and approving of “As Built Architectural Drawings” constructed by contractor.	100% of the fee less payment made in stages 1 to 6

“The payment due to Architecture Consultant up to Stage-3 will be computed on the basis of preliminary estimate of development cost (basic cost without GST). Adjustment if any shall be made as soon as the tender of any package is finalized.

At any stage based on the work progress CUG may consider making part payment on pro rata basis to the Architecture consultant.”

### 13.0 Penalty Clause

- i. As the project has to be completed on fast track, the work shall be carried out with due diligence and as per time schedule. In case of any delay / default the Architecture, consultant shall pay by way of agreed compensation an amount equivalent to 1.00% (One percent only) of the total amount of fee payable for each week of delay subject to a maximum of 10% (Ten percent) of the total fee payable. The decision of CUG in this regard shall be final and binding.
- ii. If the Architecture consultant fails to provide any drawing or details as per the agreement, CUG shall get it done at the risk & cost of the Architecture consultant, and it shall be recovered from the due payment of the Architecture consultant.
- iii. The appointed Architecture Consultant should ensure that the Project Architect is present in each meeting at all stages of the project. The Project Architect will not delegate the project to his / her colleague or other person and will be solely responsible for design and all deliverables till the completion of the project. If for some unforeseen reason the Project Architect leaves the Architecture Consultant firm or is not able to lead the team, CUG at its sole discretion may terminate the work order or may transfer the work to any other Architecture consultant. Only in exceptional circumstances and on its sole discretion, CUG may allow Architecture Consultant to replace the Project Architect.

**FORM 1: Format for Sending Queries**

From:

Date:

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To:

**The Registrar,**  
 Central University of Gujarat,  
 Near Jalaram Temple,  
 Sector 29,  
 Gandhinagar - 382030, Gujarat.  
 E-mail: iwd@cug.ac.in

Subject: Query regarding the submission

Reference: RFP No 2 issued by CUG Gandhinagar for Selection of Consultant for providing Architectural consultancy services for Residential Buildings and Developments works for the construction of permanent campus of Central University of Gujarat at Kundhela, Vadodara, Phase I (Package II)

Dear Sir,

With reference to above, we have following queries:

Sr. No.	Query
1.	
2.	

Thank you.

Yours sincerely,

Authorized Representative of the Consultant

## FORM 2: Format of Covering Letter to be Submitted Along with the Concept, Detailed Design Proposal

From:

Date:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**The Registrar,**  
Central University of Gujarat,  
Near Jalaram Temple,  
Sector 29,  
Gandhinagar - 382030, Gujarat.  
E-mail: [iwd@cug.ac.in](mailto:iwd@cug.ac.in)

Subject: covering letter for submission

Reference: RFP No 2 issued by CUG Gandhinagar for Selection of Consultant for providing Architectural consultancy services for Residential Buildings, and Developments Works the construction of permanent campus of Central University of Gujarat at Kundhela, Vadodara Phase I (Package II).

Dear Sir,

1. We have examined the details given in Request for Proposal Document provided by CUG Gandhinagar.
2. We have incorporated all the requirements in our Concept, Detailed Design proposal.
3. We certify that this work has been done by the proposed Project Architect Mr. \_\_\_\_\_ of our firm and not through outsourcing to another firm or by another Architect of our firm.
4. We agree that CUG Gandhinagar, or their authorized representatives can approach individuals, employers and organization, to verify our competence and general reputation.
5. We accept to abide by the terms and conditions of the selection process.
6. We give consent for public exhibition and publication of the material submitted by us and shall not claim any royalty from CUG Gandhinagar in this regard.
7. We are submitting our entry with a total of \_\_\_\_ number of drawing panels along with-\_\_\_\_ number of Pen Drives.
8. Our six-digit identity code written on the back of all drawing panels is \_\_\_\_\_
9. We are enclosing our Financial Proposal as per Form No7, in sealed cover.

Thanking you,

Yours sincerely,

Authorized Representative of the Consultant

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**FORM-3: Financial Information**

- (a) **Financial Information** - Details to be furnished duly supported by figures in audited balance sheet, profit and loss account statement and acknowledged IT returns for the last three year duly certified by the Chartered Accountant.

Particulars	Financial Year		
	2017-2018	2018-2019	2019-2020
i) Average Annual Turnover (In Lakhs)			

Signature of Chartered Accountant with seal

Signature of Applicant(s)

**FORM-4: Experience of Team Leader (Project Architect)**

<b>Proposed Role:</b>	Project Architect	Photograph
<b>Name:</b>		
<b>Date of Birth:</b>		
<b>COA Reg. No.</b>		
<b>Key Expertise:</b>		
<b>Total years of experience in relevant field</b>		

**Education Qualification:**

Name of Degree	College and University	Specialization	Year of Passing

**No. of Years of Professional Experience:**

Organization	Designation	Period starting from DD/MM/YYYY	Ending date DD/MM/YYYY	Duration (Years)

**Any other information member may desire to highlight:** Awards/accolades won, proficiency in design software knowledge etc.

**Certification:** I, the undersigned, certify to the best of my knowledge and belief, this resume correctly describes my qualifications and experience. I am currently holding position of ----- (designation) in ----- (name of the firm) firm.

**Signature**

**Date:**

**Place:**

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**FORM-5: Awards / Accolades Won in the Field of Architecture By The Consultant.**

(Please attach details including copies of certificates)

Sr. No.	Name of the awards / accolade / Competition won	Year	Organizer of the Award /Award Instituted by

**Note: This form is for CUG's reference and does not carry any marks.**

### FORM-6: Project Sheets

Project Sheets highlighting innovative architectural design including those in high seismic zone, energy efficiency / climatically responsive architecture, use of sustainable / cost effective materials and technologies. (Maximum 10 projects).

#### Project Details (Maximum 10 project Sheets) between 2013 and 2020:

Name of the project	
Name of the Client	
Project location	
Project Area in Sqm	
Project cost (in Rs.)	
Consultancy fee (in Rs.)	
Date of completion of project.	
Stipulated Date of start of consultancy:	
Actual Date of Completion of Consultancy:	
Consortium Details if any:	
Lead Consultant	
Other Consultant in consortium	
<b>NARRATIVE DESCRIPTION OF THE PROJECT ALONG WITH PHOTOGRAPHS</b> including innovative design, energy efficiency, cost effective materials, high seismic zones.	
<b>DESCRIPTION OF SERVICES PROVIDED:</b>	

**Note:** 1) Attach Copies of Work Orders, Completion Certificates with individual project sheet  
2) Ongoing Projects if any may be submitted separately.

**FORM 6.1: Performance Report of Consultancy Services Rendered by The  
Consultant Referred In Form “6”  
For Comprehensive Design Consultancy**

1. Name of Consultant with Address:
2. Name of Work/Project & location.
3. Agreement no. & Name of Contracting Organization:
4. Construction Cost of Work on Completion:
5. Date of Completion of Construction of work:
6. Consultancy Service Fee Paid:
7. Nature and brief details of Project:
  
8. Date of start of Consultancy work:
9. Actual Date of completion of Consultancy work:
10. Brief Scope of Consultancy Work Done:
11. Performance Report of Consultancy work:(Certificate of Acknowledgment from Client for performance and completion of the work).

Dated:

Executive Engineer or equivalent/  
Authorized Signatory of Client

**Note: Performance report in any other format with client signature and Seal/Letter Head giving above details shall also be considered, provided the desired information is available.**

**FORM 6.2: Summary of Projects Completed and Performance Report Based On  
Form 6 And 6.1**

Sr . No .	Na me of Proj ect and loca tion n	Name of the Client .	Cost of the Proje ct in Crore s of Rs/Pr oject Area in Sqm	Consu ltant cy Fee in Lacs of Rs	Stipu late ed Date of start of Cons ult any	Stipu late d Date of Com plete ion of Cons truct ion work	Actu al Date of Com plete ion of Cons ultan cy.	Name, contact Address, Telephon e number, Email id of Project In charge from Client side to whom reference may be made for verificati on	Perfor mance report of consult ant work	Remarks . State Litigatio ns If any.
1	2	3	4	5	6	8	9	10	11	12

**Note:**

1. If NO performance report is submitted/poor grading of work is found, then the grading shall be earmarked as zero under column no. 11.

**FORM-7: Format of Financial Proposal**

From:

Date:

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To:

The Registrar,  
 Central University of Gujarat,  
 Near Jalaram Temple,  
 Sector 29,  
 Gandhinagar - 382030, Gujarat.  
 E-mail: [iwd@cug.ac.in](mailto:iwd@cug.ac.in)

Subject: Financial Proposal for Selection of Consultant for providing architectural consultancy services for **Residential Buildings and Developments works** at permanent campus of Central university, Kundhela, Vadodara **PHASE I (PACKAGE II)**

Dear Sir,

We have examined the details given in Request for Proposal Document- 2 and Draft Agreement issued for the short listing of Consultants in the selection process.

Our fee for the Scope of Work Described in the RFP 2, and Draft Agreement amounts to.....(In Figures).....percent (In Words) of the development cost for Residential Buildings.

For the purpose of our fee computation, the development cost will be limited to the amount arrived through DSR rates (Delhi Schedule of Rates) or Lowest Tendered cost whichever is less irrespective of cost escalations during the execution of work. For calculation through DSR, Market Rates (MR) will be considered as per CPWD norms wherever necessary. The above rates are inclusive of all taxes including GST. This financial proposal is valid for 60 days from the date of opening of financial proposal.

Thank you.

Yours sincerely,

Authorized Representative of the Consultant

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**FORM NO. 8: Design Capability and Professional Staff set up.**

1	Name and Address of the applicant with telephone No. /Cell No. /Email ID.																																					
2	Year of Establishment 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																																					
4	Names of Directors (proprietor, partners etc.) & other executives with designation																																					
5	Designation of individuals authorized to act for the organization																																					
6	<p>Design capability and professional staff for quick delivery of design and drawing: D) (i) No. of professional staff other than Project Architect, (In house only)</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th colspan="2">Experience less than 5 years</th> <th colspan="2">Experience more than 5 years</th> </tr> <tr> <th>Minimum</th> <th>Actual</th> <th>Minimum</th> <th>Actual</th> </tr> </thead> <tbody> <tr> <td>1</td> <td></td> <td>1</td> <td></td> </tr> <tr> <td>2</td> <td></td> <td>2</td> <td></td> </tr> </tbody> </table> <p style="text-align: center;">Planner</p> <p style="text-align: center;">Architects <b>04 marks</b></p> <p>COA Registration number to be submitted.</p> <p>(i) Number of professional staff either in house or Sub consultants: minimum experience 3 years for in house/sub consultants.</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th colspan="2">In house</th> <th colspan="2">Sub consultant</th> </tr> <tr> <th>Minimum</th> <th>Actual</th> <th>Minimum</th> <th>Actual</th> </tr> </thead> <tbody> <tr> <td>1</td> <td></td> <td>2</td> <td></td> </tr> <tr> <td>2</td> <td></td> <td>2</td> <td></td> </tr> <tr> <td>2</td> <td></td> <td>2</td> <td></td> </tr> </tbody> </table> <p style="text-align: center;"><b>04 Marks</b></p> <p>1) Structural Engineer 2) Electrical/Mechanical Engineers/HVAC/Firefighting 3) Others like Data, IBM, Public health, landscaping, etc.</p> <p style="text-align: center;"><b>TOTAL: 8 Marks</b></p> <p>Note: i) Minimum criteria shall carry full marks and any deficiency; marks shall be reduced proportionately. ii) Details of professional staff for (A) and (B) are to be furnished in similar of Form no. 4. Less number of reports shall carry reduced marks. iii) For Architects and Structural Engineers, the</p>	Experience less than 5 years		Experience more than 5 years		Minimum	Actual	Minimum	Actual	1		1		2		2		In house		Sub consultant		Minimum	Actual	Minimum	Actual	1		2		2		2		2		2		
Experience less than 5 years		Experience more than 5 years																																				
Minimum	Actual	Minimum	Actual																																			
1		1																																				
2		2																																				
In house		Sub consultant																																				
Minimum	Actual	Minimum	Actual																																			
1		2																																				
2		2																																				
2		2																																				

	<p>proficiency in design software knowledge must be furnished.</p> <p>iv) CUG reserves the right to seek more details regarding the proof of qualifications, experience and capabilities of the key/all personnel.</p> <p>v) Proof of details of professional staff should be submitted with documents.</p>	
7	Any other information considered necessary but not included above.	
8	<p>Has the applicant or any constituent partner in case of partnership firm,</p> <p>i) ever been convicted by court of law, if so details.</p>	
9	In which field of Consultancy, the applicant has specialization & interest	
10	Name of authorized person with Signature and stamp along with the date and place.	

Note: At any stage if sub consultant performance found not up to the mark, the same sub consultant shall be replaced with immediate effect and prior approval of CUG without any extra cost.

(To be printed on Consultant's letterhead)

**INTEGRITY PACT****General**

This pre-bid pre-contract Agreement herein after called the Integrity Pact is made on ..... day of the month of ....., between, on one hand, the President of India acting through Registrar, Central University of Gujarat, Gandhinagar hereinafter called the “PRINCIPAL/OWNER” of the first part and M/s.....represented by Shri ....., Director /Chief Executive Officer/ General Manager hereinafter called the “BIDDER/CONSULTANT” of the second part.

WHEREAS the PRINCIPAL/OWNER proposes to hire **Architectural Consultant for Providing Comprehensive Architecture Services for its new permanent campus buildings along with associated support facilities (Phase - I) (Residential buildings) (Package - II)** and the BIDDER/CONSULTANT is willing to offer/has offered the stores and WHEREAS the BIDDER/CONSULTANT is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the PRINCIPAL/OWNER is an Autonomous Body/Department of the Government of India performing its functions on behalf of the President of India.

NOW, THEREFORE, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to enabling the PRINCIPAL/OWNER to obtain the desired said stores / equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and enabling BIDDER/CONSULTANTS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the PRINCIPAL/OWNER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereby agree to enter into this Integrity Pact and agree as follows:

**1. Commitments of the PRINCIPAL/OWNER:**

- 1.1 The PRINCIPAL/OWNER undertakes that no official of the PRINCIPAL/OWNER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward,

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favour or any material or immaterial benefit or any other advantage from the BIDDER/CONSULTANT, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the Contract.

- 1.2 The PRINCIPAL/OWNER will, during the pre-contract stage, treat all BIDDER/CONSULTANTS alike, and will provide to all BIDDER/CONSULTANTS the same information and will not provide any such information to any particular BIDDER/CONSULTANT which could afford an advantage to that particular BIDDER/CONSULTANT in comparison to other BIDDER/CONSULTANT.
- 1.3 All the officials of the /OWNER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such abreach.
2. In case any such preceding misconduct on the part of such official (s) is reported by the BIDDER/CONSULTANT to the PRINCIPAL/OWNER, with full and verifiable facts and the same is prima facie found to be correct by the PRINCIPAL/OWNER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the PRINCIPAL /OWNER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the PRINCIPAL/OWNER the proceedings under the contract would not be stalled.

### 3. Commitments of BIDDER/CONSULTANT:

The BIDDER/CONSULTANT commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

- 3.1 The BIDDER/CONSULTANT will not offer, directly or through intermediaries, any bribe, consideration, gift, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the PRINCIPAL/OWNER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.
- 3.2 The BIDDER/CONSULTANT further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the PRINCIPAL/OWNER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other Contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the Government.
- 3.3 BIDDER/CONSULTANTS shall disclose the name and address of agents and

- representatives and Indian BIDDER/CONSULTANTS shall disclose their foreign PRINCIPALS or associates.
- 3.4 BIDDER/CONSULTANTS shall disclose the payments to be made by them to agents / brokers or any other intermediary, in connection with this bid/contract.
  - 3.5 The BIDDER/CONSULTANT further confirms and declares to the PRINCIPAL /OWNER that the BIDDER/CONSULTANT is the original manufacturer/ integrator/ authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the PRINCIPAL /OWNER, or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER/CONSULTANT, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
  - 3.6 The BIDDER/CONSULTANT, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the PRINCIPAL/OWNER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
  - 3.7 The BIDDER/CONSULTANT will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
  - 3.8 The BIDDER/CONSULTANT will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
  - 3.9 The BIDDER/CONSULTANT shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the PRINCIPAL/OWNER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER/CONSULTANT also undertakes to exercise due and adequate care lest any such information is divulged.
  - 3.10 The BIDDER/CONSULTANT commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
  - 3.11 The BIDDER/CONSULTANT shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
  - 3.12 If the BIDDER/CONSULTANT or any employee of the BIDDER/CONSULTANT or any person acting on behalf of the BIDDER/CONSULTANT, either directly or indirectly, is a relative of any of the officers of the PRINCIPAL/OWNER, or alternatively, if any relative of an officer of the PRINCIPAL/OWNER has financial interest/stake in the BIDDER/CONSULTANT firm, the same shall be disclosed by the BIDDER/CONSULTANT at the time of filing of Bid. The term relative for this purpose would be as defined in Section 6 of the Companies Act 1956.
  - 3.13 The BIDDER/CONSULTANT shall not lend to or borrow any money from or enter into

any monetary dealings or transactions, directly or indirectly, with any employee of the PRINCIPAL/OWNER.

#### 4. Previous Transgression:

- 4.1 The BIDDER/CONSULTANT declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER/CONSULTANT exclusion from the Bid process.
- 4.2 The BIDDER/CONSULTANT agrees that if it makes incorrect statement on this subject, BIDDER/CONSULTANT can be disqualified from the Bid process or the contract, if already awarded, can be terminated for such reason.

#### 5. Sanctions for Violations:

- 5.1 Any breach of the aforesaid provisions by the BIDDER/CONSULTANT or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER/CONSULTANT) shall entitle the PRINCIPAL/OWNER to take all or any one of the following actions, wherever required:
- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER/CONSULTANT. However, the proceedings with the other BIDDER/CONSULTANT(s) would continue.
  - (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bank Guarantee (after the contract is signed) shall stand forfeited either fully or partially, as decided by the PRINCIPAL/OWNER and the PRINCIPAL/OWNER shall not be required to assign any reason, therefore.
  - (iii) To immediately cancel the contract, if already signed without giving any compensation to the BIDDER/CONSULTANT.
  - (iv) To recover all sums already paid by the PRINCIPAL/OWNER, and in case of an Indian BIDDER/CONSULTANT with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER/CONSULTANT from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER/CONSULTANT from the PRINCIPAL/OWNER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
  - (v) To encash the advance bank guarantee and performance guarantee/warranty bond, if furnished by the BIDDER/CONSULTANT, in order to recover the payments, already made by the PRINCIPAL/OWNER, along with interest.
  - (vi) To cancel all or any other contracts with the BIDDER/CONSULTANT. The BIDDER/CONSULTANT shall be liable to pay compensation for any loss or damage to the PRINCIPAL/OWNER resulting from such cancellation/rescission and the PRINCIPAL/OWNER shall be entitled to deduct the amount so payable from the

money(s) due to the BIDDER/CONSULTANT.

- (vii) To debar the BIDDER/CONSULTANT from participating in future bidding processes of the Government of India for a minimum period of two years, which may be further extended at the discretion of the PRINCIPAL/OWNER.
  - (viii) To recover all sums paid in violation of this pact by the BIDDER/CONSULTANT(s) to any middleman or agent or broker with a view to securing the contract.
  - (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the PRINCIPAL/OWNER with the BIDDER/CONSULTANT, the same shall not be opened.
  - (x) Forfeiture of Performance Bank Guarantee in case of a decision by the PRINCIPAL/OWNER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.2 The PRINCIPAL/OWNER will be entitled to take all or any of the actions mentioned at para 5.1(i) to (x) of this Pact also on the Commission by the BIDDER/CONSULTANT or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER / CONSULTANT), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 5.3 The decision of the PRINCIPAL/OWNER to the effect that a breach of the provisions of this pact has been committed by the BIDDER / CONSULTANT shall be final and conclusive on the BIDDER/CONSULTANT. However, the BIDDER/CONSULTANT can approach the independent monitor(s) appointed for the purposes of this pact.

## 6. Fall Clause:

- 6.1 The BIDDER/CONSULTANT undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/ Department of the Government of India or PSU or autonomous body and if it is found at any stage that similar product/system or subsystem was supplied by the BIDDER/CONSULTANT to any other Ministry/Department of the Government of India or PSU or autonomous body at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER/CONSULTANT to the PRINCIPAL/OWNER, if the contract has already been concluded.

## 7. Independent monitors:

- 7.1 The PRINCIPAL/OWNER has appointed Independent Monitors (hereinafter referred to as Monitors) for this pact in consultation with the Central Vigilance Commission (Chief Vigilance Officer, Central University of Gujarat, Gandhinagar).
- 7.2 The task of the Monitor shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.

- 7.3 The Monitor shall not be subject to instructions by the representatives of the parties and performs their functions neutrally and independently.
- 7.4 Both the parties accept that the Monitor have the right to access all the documents relating to the project/procurement, including minutes of the meetings.
- 7.5 As soon as the Monitor notices, or believes to notice, a violation of this pact, he will so inform the Authority designated by the PRINCIPAL/OWNER.
- 7.6 The BIDDER/CONSULTANT(s) accepts that the Monitor has the right to access without restriction to all project documentation of the PRINCIPAL/OWNER including that provided by the BIDDER/CONSULTANT. The BIDDER/CONSULTANT will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER / CONSULTANT / Subcontractor (s) with confidentiality.
- 7.7 The PRINCIPAL/OWNER will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 7.8 The Monitor will submit a written report to the designated Authority of PRINCIPAL/OWNER/ Secretary in the Department within 08 to 10 weeks from the date of reference or intimation to him by the PRINCIPAL/OWNER should the occasion arise, submit proposals for correcting problematic situations.

## 8. Facilitation of Investigation

In case of any allegation of violation of any provisions of this pact or payment of commission, the PRINCIPAL /OWNER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER/CONSULTANT and the BIDDER/CONSULTANT shall provide necessary information & documents in English and shall extend all possible help for the purpose of such examination.

## 9. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and Jurisdiction is Ahmedabad / Gandhinagar, Gujarat.

## 10. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

## 11. Validity:

- 11.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or 12 months after the completion of work of the contract to the satisfaction

of both the PRINCIPAL/OWNER and the BIDDER/CONSULTANT, including warranty period, whichever is later. In case BIDDER/CONSULTANT is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

11.2 Should one or several provisions of this pact turn out to be invalid, the remainder of this pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

## 12. The parties hereby sign this Integrity Pact.

PRINCIPAL/OWNER

Registrar,  
Central University of Gujarat, Gandhinagar  
Date & Place:  
Witness  
1. \_\_\_\_\_  
(Indenter)  
2. \_\_\_\_\_

BIDDER/CONSULTANT

Signature with seal  
Date & Place:  
Witness  
1. \_\_\_\_\_  
2. \_\_\_\_\_

## Proforma of Performance Security (Guarantee) Bank Guarantee Bond

1. In consideration of the Registrar (hereinafter called “CUG”) having offered to accept the terms and conditions of the proposed agreement between and

\_\_\_\_\_

(herein after called “the said Bidder(s)”) for the work \_\_\_\_\_  
(hereinafter called “the said agreement”) having agreed to production of an irrevocable Bank Guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as a security / guarantee from the bidder(s) for compliance of his obligation in accordance with the terms and conditions in the said agreement.

We \_\_\_\_\_ (hereinafter referred to as "as Bank") hereby (Indicate the name of the Bank) undertake to pay to the CUG an amount not exceeding Rs. \_\_\_\_\_ (Rupees only) on demand by CUG.

2. We \_\_\_\_\_ do hereby undertake to pay the (Indicate the name of the Bank).

amount due and payable under this Guarantee without any demur, merely on demand from the CUG stating that the amount claimed is required to meet the recoveries due or likely to be due from the said bidder (s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).

3. We the said bank undertake to pay to the CUG any money so demanded notwithstanding any dispute or disputes raised by the bidder (s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the bidder (s) shall have no claim against us for making such payment.

4. We \_\_\_\_\_ further agree that the guarantee herein contained. (Indicate the name of Bank) shall remain in full force and effect during the period that would be taken for the performance of the said agreement and it shall continue to be enforceable till all the dues of the CUG

under or by virtue of the said agreement have been fully paid, and its claims satisfied or discharged, or till Registrar, Central University of Gujarat, Gandhinagar on behalf of the Government, certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said bidder (s) accordingly discharges this guarantee.

5. We \_\_\_\_\_ further agree with the CUG that the (Indicate the name of Bank) CUG shall have the fullest liberty without our consent, and without affecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said agreement or to extend time of performance by the said bidder (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the CUG against the said bidder (s) and to forebear or enforce any of the terms and conditions relating to the said agreement & we shall not be relieved from our liability by reasons of any such variation or extension being granted to the said bidder (s) or for any forbearance, act of omission on that part of the CUG or any indulgence by the CUG to the said bidder (s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. The guarantee will not be discharged due to the change in the constitution of the Bank or the bidder (s).
7. We \_\_\_\_\_ lastly undertake not to revoke this (Indicate the name of Bank) guarantee except with the previous consent of the CUG in writing.
8. This guarantee shall be valid up to \_\_\_\_\_ unless extended on demand by CUG.

Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this Guarantee all our liabilities under the Guarantee shall stand discharged.

Dated the \_\_\_\_\_ day of \_\_\_\_\_ For \_\_\_\_\_

(Indicate the name of Bank)

## ANNEXURE A

1	ARCHITECTURAL CONCEPT, DETAILED DESIGN PROPOSAL	50 Marks
2	<b>CREDENTIALS</b> The following attributes by scoring method on the basis of details furnished by the consultant will be evaluated.	30 Marks
3	<b>POWERPOINT PRESENTATION AT CUG, GANDHINAGAR.</b>	20 Marks
	<b>TOTAL=</b>	<b>100 Marks</b>
	<b>Details of Score for Credentials</b>	
<b>Criteria No.</b>	<b>Attributes</b>	<b>Maximum Marks</b>
1	<b>Financial Strength</b>	5
	Average Annual Turnover	
	(i) 60% marks for minimum eligibility criteria based on details in Form -3	
	(ii) 100 % marks for twice the minimum eligibility criteria or more	
	In between (i) and (ii) on pro rata basis.	
2	<b>Experience in project works</b>	6
	(i) 60% marks for minimum eligibility criteria based on details in Form -6	
	(ii) 100% Marks for twice the minimum eligibility criteria or more	
	In between (i) and (ii) on pro rata basis.	
3	<b>Project Architect's Work experience</b>	5
	(i) 60% marks for minimum eligibility criteria based on details in Form -4	
	(ii) 100 % marks for twice the minimum eligibility criteria or more	
	In between (i) and (ii) on pro rata basis	
4	<b>Performance of works (Quality) based on Form no. 6.1 for project works considered in scoring criteria B above</b>	6
	<b>Each performance certificate showing satisfactory completion shall carry One mark and Poor / No report will carry Zero mark</b>	
	Total=	22
	Score from Form 8=	8
	Total Marks=	30

**NOTE:** 1. Maximum Top 8 Numbers of Consultants will be shortlisted having a minimum score of 60% from SI no 1 and 2 of Annexure A i.e., minimum 48 marks out of 80 marks, and called for power point presentation at Gandhinagar and final selection.

## 2. Evaluation Methodology:

Final selection of the Consultant will be based on the combined total of their Technical and Financial Scores, with 80% weightage given to technical score and 20% weightage given to financial score. The points commensurate to the technical proposal will be as follows:

<b>Evaluation Criteria (Technical)</b>	<b>Points</b>
1) Detail Design proposal & approach as per Annexure A, Sr. No. 1.	50
2) Score from Credentials as per Annexure A, Sr. No. 2.	30
3) Power point Presentation at CUG Gandhinagar as per Annexure A, Sr. No. 3.	20
<b>Maximum Total Technical Score (TS)</b>	<b>100</b>

### 2.1 Evaluation of Technical and Financial Proposals and arriving at Combined Score:

- i. To review the design proposals, CU Gujarat will constitute an Evaluation Committee of eminent professionals and academicians. The discretion and decision of the Evaluation Committee with respect to the proposals and selection of the consultant shall be final and not open for challenge in any court of law or arbitration panel. CU Gujarat reserves the right to accept or reject any or all the proposals without assigning any reason.
- ii. The minimum technical score that qualifies a consultant for subsequent opening of his/her Financial Proposal is 60 points out of 100.
- iii. The lowest Financial Proposal (FP) shall be given a financial score (FS) of 100 points. The financial score (FS) of other proposals will be determined using the formula:  $FS=100 \times FP/F$ , in which FS is the financial score, FP is the lowest fees in percentage, and F is the fees quoted in percentage.
- iv. Proposals will be ranked according to their combined technical (TS) and financial (FS) scores using the weights (T= the weightage given to the Technical Proposal; P= the weightage given to the Financial Proposal; T+P=1). The weightage given to the technical and financial proposals will be T=0.80, and P=0.20. The Combined Score shall be calculated using the following formula:  $S = TS \times T + FS \times P$

### 2.2 Opening and Evaluation of Financial Proposals (FP):

- i. CU Gujarat shall declare the technical scores after the Power Point Presentation but before opening the financial proposals of the Consultants.

- ii. Financial proposals shall be opened in the presence of the Consultants or their representatives who choose to attend. An Evaluation Committee shall determine whether the financial proposal is complete, unconditional, and free from any computational errors.

### 2.3 Award of Contract:

The Consultant securing the highest combined score (Merit No 1) will be awarded the work on submission of Performance Guarantee. CUG reserves the right to call the next consultant in succession (Merit No 2) for award of work in case of Merit no1 fails to accept the award and will be debarred from further any consultancy work of CUG. Vice Chancellor, CUG shall be the competent authority in this regard whose decision shall be final and binding.

CUG reserves the right to accept or reject any or all the proposals without assigning any reason. CUG also reserves the right to call for additional information from consultants. CUG also reserves the right to keep one or two consultants on the waitlist who may be engaged by the university if the performance of the selected consultant is not found to be satisfactory during execution or at any stage of the project.

### 2.4 Honorarium:

The shortlisted consultants who submit Detail Design Proposal to CUG and make a presentation to the Evaluation Committee will be paid an honorarium of Rs.50,000 (Rupees Fifty Thousand only, including all taxes). The honorarium will be paid only if CUG finds the quality of work is worthy of being paid the said sum as compensation of professional time and expenses put-in preparation of concept plan proposal having minimum technical score of 60%. The payments shall be made after final selection of the Consultant.

CUG reserves the right to modify the honorarium amount. The participant consultant may visit the site in Kundhela village, Vadodara at their own cost. No other payment shall be made by CUG to the consultants against submission of technical and financial proposal.

**Important Note:** The Architectural Concept, detailed design proposal which will be submitted by the consultants will be evaluated for selection process only. After the selection, the consultant will have to modify or make a completely new design as per site / program conditions on the instruction of CUG.

## ANNEXURE-B: Draft Agreement on Award of Project

The contents of this draft agreement and the scope of work mentioned are indicative. The Central University of Gujarat reserves the right to modify any of the contents.

This AGREEMENT is made and executed on this \_\_\_\_ Day of \_\_\_\_ 2022 at Gandhinagar by and between:

Central University of Gujarat , a Central University as per CU Act, 2009, of the Government of India, having its office at Sector 29, Near Jalaram Temple, Gandhinagar-382030, Gujarat, India (hereinafter referred to in this document as CUG, which expression shall unless repugnant to the context or meaning thereof be deemed to include its executors, administrators and assignees), AND M/s XXX, an Architecture consultant, having its registered office at XXX (hereinafter referred to in this document as Architecture consultant, which expression shall unless repugnant to the context or meaning thereof be deemed to include its executors, administrators and assignees), represented by XXX, regarding Comprehensive Architectural Services for Residential Buildings of CUG at Kundhela Village, near Vadodara, Gujarat, Phase I (Package II) on contract basis.

WHEREAS M/s XXX Architecture consultant, during the course of its business, in response to the call from CUG for submission of Request for Proposal (RFP) to provide consultancy to prepare Comprehensive Architectural Design of Residential Buildings at CUG's Permanent Campus at Kundhela Village, near Vadodara, Gujarat, Phase I (Package II) submitted technical and financial proposal. CUG explained the Architecture consultant on various terms and conditions to provide Comprehensive Architectural consultancy to CUG for XXX Buildings.

WHEREAS CUG, the owner of CUG's Permanent Campus, appointed M/s XXX Architecture consultant to provide comprehensive Architectural consultancy services for XXX Buildings at CUG's permanent campus at Kundhela Village, near Vadodara, Gujarat.

WHEREAS M/s XXX Architecture consultant agreed to undertake the Comprehensive Architectural consultancy services for XXX Buildings under phase I (Package II) to the satisfaction of CUG as per the terms and conditions stipulated by CUG and gave their unequivocal acceptance for the same.

WHEREAS CUG accepts the offer of M/s XXX Architecture consultant, and in pursuance of the same, this agreement is executed with the terms and conditions as set out hereunder, which shall be binding on the two parties hereto:

Tender No.	CUG/14/2021-22
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NOW, THEREFORE in consideration of various terms, covenants and conditions hereinafter contained, and the contents of Request for Proposal, the two parties hereto agree that the Scope of Consultancy Services to be rendered by M/s XXX Architecture consultant is as follows:

### **1. Detailed Scope of Work:**

The scope of services for the Architecture consultant is to provide:

- i. Comprehensive Architecture and allied consultancy services including site layout, structural, Interior, Landscape, Infrastructure, signage and graphic design for residential buildings with all support facilities within part of land parcel. The estimated built-up area is XXX Sq. Mtr. (XXX square meters only).
- ii. The Architecture consultant also has to develop layout plans demonstrating that the proposed design if adopted over entire land parcel of XXX will be able to accommodate adequate units / XXX as per approval in the Master Plan. The detail scope of work shall include and not be limited to the following:

#### **1.1. Programme Development:**

- i. Develop a Project Brief in association with CUG with respect to phases and complete development.
- ii. Identify facilities, infrastructure and building area requirement for various activities.
- iii. The Architecture consultant shall take into accounts the requirements and current standards of All India Council of Technical Education (AICTE), Ministry of Education (MoE), UGC, National Building Code (NBC) and similar National and International institutes. The Architecture consultant will also respond to bylaws, Development Control Regulations of Urban Local Body / Development authority under whose jurisdiction the site of CUG Kundhela campus falls.
- iv. Areas and programmes in this agreement are only indicative. These may get modified over the process of finalization of detailed program. XXX buildings may have diverse needs and therefore they may not follow one single repetitive design. The Architecture consultant is expected to demonstrate different design ideas for XXX Buildings while responding to Urban Design Guidelines as required.

#### **1.2. Survey & Investigation of the Site:**

The topography survey & soil survey of the site is already carried out and it will be supplied to the architect on request. However, architect wants he can carry out fresh survey at his own cost.

#### **1.3. Vision Development:**

The Architecture consultant shall develop a comprehensive vision for the Architectural Character of buildings in accordance with the Master Plan approval /

recommendations.

#### **1.4. Design, Specification, Bill of Quantities and Cost Estimate:**

- i. Architecture consultant shall develop preliminary design of various buildings and services (Internal and External) all-inclusive like Architectural including furniture layout, structural system, sanitary, drainage, dual plumbing, rain water disposal and harvesting, disposal of STP water/sewer water during monsoon season due to black cotton soil at site, firefighting, ICT infrastructure, ELV system such as DATA networking, security, IBMS / SCADA, electrical, electronic and communication systems design, heating, ventilation and air conditioning design (HVAC) and other mechanical systems, elevators, escalators and allied fields such as landscape design, interior design, graphic design and other requirement of parcel development, signages etc. The details so finalised will form the basis of preparation of Preliminary Estimate for obtaining financial sanction and the sanctioned Preliminary Estimate shall form the basis for Detailed Estimate.
- ii. Preparation of preliminary cost estimate based on latest CPWD PAR (Plinth Area Rates) and current Cost Index applicable to Vadodara, market rate(s) wherever P.A. rates are not available, submission of BoQ (Bill of Quantities), detailed cost estimate which will conform to latest CPWD DSR (Delhi Schedule of Rates).
- iii. Non-scheduled items included in the detailed estimate shall have rate analysis as per the CPWD format, detailed technical specifications for items used, tests, acceptance norms for all materials and finished items and mode of measurement as per the Bureau of Indian Standards / International Standard / Sound Engineering Practices, where BIS / International Standard are not available as per the approval of Engineer-in-Charge, along with detailed drawings to form part of RFP.
- iv. BOQ so prepared will be for the purpose of competitive bidding hence all details like listing of products, makes and vendors etc. shall conform to Govt. and CVC guidelines. The Architecture Consultant and his team should make themselves conversant with the latest guidelines. These guidelines are in Public Domain.

#### **1.5. Structural System:**

- i. Preparation of conceptual structural system, DBRs (Design Basis Reports), detailed structural analysis and design of complete buildings.
- ii. On approval, the design details and detailed construction drawings shall be prepared and submitted for inclusion in RFP.
- iii. Detailed structural design calculations and GFC drawings as per relevant Indian codes of practice of recent revisions for construction purpose.
- iv. Approval of a peer reviewer or a proper proof checker as decided by CUG to

be obtained by the Architect Consultant at each stage right from Concept to GFC drawings.

#### **1.6. Public Health Engineering System:**

- i. Scope includes preparation of DBRs (Design Basis Reports) for providing both internal and external water supply and sewage systems. Entire design shall be as per latest IS codes.
- ii. On approval, the design details and detailed construction drawings shall be prepared and submitted for inclusion in RFP.
- iii. Detailed design calculations and GFC drawings as per relevant Indian codes of practice of recent revisions for construction purpose.
- iv. Approval of a peer reviewer or a proper proof checker as decided by CUG to be obtained by the Architect Consultant at each stage right from Concept to GFC drawings.

#### **1.7. Electrical System:**

- i. Scope includes preparation of DBRs for providing internal and external electrification system with necessary electrical rooms, cabling, power supply network including sub-station, street lighting etc. Scope of work also includes preparation of conduit layouts for provision of telephone, computer cable, LAN, TV, ELV systems etc. Entire design shall be as per latest IS codes and recommended procedures of original equipment manufacturers.
- ii. On approval, the design details and detailed construction drawings shall be prepared and submitted for inclusion in RFP.
- iii. Detailed design calculations and GFC drawings as per relevant Indian codes of practice of recent revisions for construction purpose.
- iv. Approval of a peer reviewer or a proper proof checker as decided by CUG to be obtained by the Architect Consultant at each stage right from Concept to GFC drawings.

#### **1.8. Fire Fighting System:**

- i. Scope includes preparation of DBRs for entire firefighting system like fire detection, fire alarm and firefighting arrangements conforming to relevant Indian Standard Codes / NBC and as per the requirements of local statutory authorities.
- ii. On approval, the design details and detailed construction drawings shall be prepared and submitted for inclusion in RFP.
- iii. Detailed design calculations and GFC drawings as per relevant Indian codes of practice of recent revisions for construction purpose.
- iv. Approval of a peer reviewer or a proper proof checker as decided by CUG to be obtained by the Architect Consultant at each stage right from Concept to GFC drawings.

**1.9. HVAC & other Mechanical works:**

- i. Scope includes preparation of DBRs as per the intentions of Master Plan and CUG's requirement and as per relevant Indian Standard Code / NBC.
- ii. On approval, the design details and detailed construction drawings shall be prepared and submitted for inclusion in RFP.
- iii. Detailed design calculations and GFC drawings as per relevant Indian codes of practice of recent revisions for construction purpose.
- iv. Approval of a peer reviewer or a proper proof checker as decided by CUG to be obtained by the Architect Consultant at each stage right from Concept to GFC drawings.

**1.10. Landscape Architecture:**

The Architecture consultant shall provide complete landscape design of the part land parcel under non-Residential & residential buildings area including following:

- i.
  - a. Landform and grading
  - b. Surface drainage design and water management
  - c. Landscape Irrigation design
  - d. Detailed open space design - All hard and soft areas.
  - e. Planting design
  - f. Landscape structures and features
  - g. Garden Furniture design
  - h. Illumination design
  - i. Graphic design and signage
  - j. Co-ordinated design development with all services and landscape features outside the part land parcel.
- i. On approval, the design details and detailed construction drawings shall be prepared and submitted for inclusion in RFP.
- ii. Detailed design calculations and GFC drawings as per relevant Indian codes of practice of recent revisions for construction purpose.
- iii. Approval of a peer reviewer or a proper proof checker as decided by CUG to be obtained by the Architect Consultant at each stage right from Concept to GFC drawings.

**1.11. Interior Design:**

The Architecture consultant shall provide services in respect of the following:

- i.
  - a) Interior space planning / development & volumetric study
  - b) Design of fixed items of work & interior related civil works
  - c) Illumination design
  - d) Sound and acoustic design
  - e) Graphic design and signage
  - f) Indoor plantscape
  - g) Selection of materials, equipment and other interior related elements
  - h) Integration of all Engineering services

- ii. On approval, the design details and detailed construction drawings shall be prepared and submitted for inclusion in RFP.
- iii. Detailed design calculations and GFC drawings as per relevant Indian codes of practice of recent revisions for construction purpose.
- iv. Approval of a peer reviewer or a proper proof checker as decided by CUG to be obtained by the Architect Consultant at each stage right from Concept to GFC drawings.

**1.12. Proof Checking, Obtaining Statutory Approvals & Periodic Supervision:**

- i. Getting proof checked all Structural design, Services and Infrastructure design from third party as per advice of CUG. The Architecture Consultants should coordinate with the third party and establish proper working relation with a view to deliver drawings duly checked and approved by the reviewer within the time frame for ensuring smooth progress of the work at site.  
The charges for the peer review / proof checking shall be borne by CUG.
- ii. Obtaining statutory approvals from all the local authorities and associated liaisoning, by preparing the necessary reports/submissions as required by the statutory authorities and incorporating necessary changes or making modifications in the designs based on inputs received from the statutory authorities.
- iii. Periodic Supervision by competent Architect for project supervision to ensure execution of work as per the details given by the Architect Consultant. They are to coordinate with the PMC and assist them for smooth progress of project by giving time inputs / approvals / clarifications / interpretations of the GFC drawings as and when required by the PMC.
- iv. The Architecture consultant shall appoint a full time Architect with 5 years' experience at the project site for a period of 18 months from the date of commencement of work. The Architect appointed at site will be responsible for communication with CUG, PMC, and Architecture consultant.
- v. All fees / charges for obtaining all approvals shall be paid by CUG through cheque or Demand Draft direct to relevant authority through the Architecture consultant.

**1.13. Design Response for Barrier free Architecture, Environment and Energy Sensitivity:**

- i. The design should be responsive to create a barrier free environment for differently abled people. Appropriate National / International Design codes and practices shall be used as reference for above.
- ii. Design aspects shall be incorporated for environmentally sensitive and sustainable development of the campus by incorporating green building technologies and the Information & Communication technologies in the development. Architecture consultant shall assist CUG in getting GRIHA

- accreditation or rating as desired by CUG.
- iii. While designing special passive systems for energy responsiveness or creating better comfort conditions the Architecture Consultants will have to support the design decisions using energy simulations studies.
  - iv. The simulation results will show effectiveness and possible comfort achievable in the space. Using the study results the Architecture consultant will suggest passive design solutions in the building.
  - v. Sizing for Passive systems, On and off cycle if any, Operation schedule if any shall also be provided by the Architecture Consultant.
  - vi. Presentation of the studies, suggestions and effective conclusions with CUG at regular intervals. The process should lead to detailed engineered intervention in the architectural drawings to produce a working set of drawings for construction, installation, testing and commissioning the passive or active system.
  - vii. Testing, commissioning, and troubleshooting of any systemic defects during first year of its performance.
  - viii. Post Construction Performance Monitoring: On completion of the building the Architecture Consultant will help CUG in initiating and monitoring the performance of the Passive / active cooling and exhaust system. If required, the consultant will provide details for any modification required to make the system more effective.

#### **1.14. Inclusions:**

The cost of conducting Geotechnical and hydro-geological investigations if required will be borne by Architecture Consultant. Also, the responsibility of getting any kind of surveys and investigations lies with the Architecture Consultant. CUG may assist or guide the consultant as per its discretion.

#### **2. Stages of Work and Deliverables:**

All the components mentioned in the scope of work will be submitted by Architecture consultant to CUG in following stages:

- i. Concept design and drawings along with design brief.
- ii. Preliminary drawings and Estimates
- iii. Drawings for Statutory approvals
- iv. Drawings and Detailed estimates
- v. Good for Constructions drawings
- vi. Execution Stage
- vii. Post Execution stage.

**Note:** All submissions in the above-mentioned stages will be in the form of Reports & Drawings, Architectural Models and Power Point presentations. At each stage of

submission, the Architecture consultant will submit printed copies as well as soft copies in PDF, AutoCAD file / Dwg format, along with 3D Visual renderings, Walkthroughs and Architecture Models at suitable scale.

### **2.1 Concept Design Stage: Deliverables**

- i. Ascertain CUG's requirements, site constraints & potential; and prepare Architectural programme brief for CUG's approval.
- ii. Furnish report on measures required to be taken to mitigate the adverse impact, if any, of the existing and / or proposed development on its immediate environs.
- iii. Submit Design Basis Reports for various components.
- iv. Prepare alternate conceptual designs.
- v. As per inputs from CUG modify the design alternatives.
- vi. Submit 6 sets of hard copies of documents and drawings during design development as well as after acceptance of the proposal along with soft copies (Pdf as well as dwg. AutoCAD format) in Pen Drive.
- vii. Prepare rough estimate of project cost.

### **2.2 Final Design and Preliminary Estimates Stage: Deliverables**

- i. Prepare and submit designs for final approvals.
- ii. Prepare Design Basis Reports for various components.
- iii. Prepare preliminary cost estimates.
- iv. Submit all approved documents in 6 sets of hard copies of documents and drawings along with soft copies (Pdf as well as dwg. AutoCAD format) on Pen Drive.

### **2.3 Drawings for Statutory Approvals Stage: Deliverables:**

- i. Prepare and submit drawings and documents to appropriate authority for necessary statutory approvals and ensure compliance with codes, standards and legislation, as applicable and get the statutory approvals required.
- ii. The Architecture consultant also has to get a clearance certificate by the proof checking agencies if any appointed by CUG or submit complete design for peer review as the case may be.
- iii. Submit all original approved drawings and documents to CUG along with 6 sets of hard copies of documents and drawings along with soft copies (Pdf as well as dwg. AutoCAD format) on Pen Drive.

### **2.4 Detailed Drawings and Detailed Estimates: Deliverables**

- i. Prepare detail drawings, specifications and Bill of Quantities (BoQ).
- ii. Preparation of detailed estimates based on CPWD schedule of rates applicable to Vadodara. Rate analysis and specifications for non-DSR items, Special Conditions required other than general conditions of CPWD Bid.

- iii. Prepare Bid documents. In case the Bid document is prepared by any other agency, this shall be vetted by the Architecture consultant.
- iv. If required assist CUG to invite, receive and analyse Bids, Prebid meetings etc.
- v. If required advise CUG on Pre-qualification of agencies, and award of work to contractors.
- vi. If required prepare and finalise Schedule of works along with the Contractor and CUG.
- vii. Submit 12 sets of hard copies of documents and drawings along with soft copies (Pdf as well as dwg. AutoCAD format) on Pen Drive.

### 2.5 Good for Construction Drawings: Deliverables

- i. Prepare and submit complete sets of Good for Construction drawings with all details and specifications for each Building / construction item as per Time Schedule.
- ii. The complete set of drawings shall be submitted to CUG for approval.
- iii. Make revisions if any in the drawings as per CUG's instructions.
- iv. Submit 12 sets of hard copies of documents and drawings along with soft copies (Pdf as well as dwg. Autocad format) on Pen Drive.

### 2.6 Execution Stage: Deliverables

- i. Make revisions and issue drawings for proper execution of work during construction.
- ii. Assist CUG to approve samples of various materials and work items.
- iii. Check and approve shop drawings submitted by the contractor/ vendors.
- iv. Evaluate the Construction Works and wherever necessary resolve design and detailing issues that arise at site, clarify any decision, offer interpretation of the drawings/specifications, attend meetings to ensure that the project proceeds generally in accordance with the conditions of contract and keep CUG informed and render advice on actions.
- v. Periodic Supervision by competent Architect for project supervision / quality control. If necessary CUG can ask the Architecture consultant to appoint a full time Architect at the project site as mentioned in tender.
- vi. Issue Certificate of Completion of works as per the format to be prescribed by CUG.

### 2.7 Post Execution Stage: Deliverables

- i. Prepare and submit completion reports and drawings for the project as required and assist CUG in obtaining "Completion / Occupancy Certificate" from statutory authorities, wherever required.
- ii. Issue 6 sets of as-built drawings of the entire assignment along with soft copies (Pdf as well as dwg. Auto CAD format) on Pen Drive.

**Note:** During above work stages the Architecture consultant will have to attend weekly meetings at CUG to demonstrate the work progress and take inputs from CUG.

### **3. Time Schedule:**

The Architecture consultant should complete the work within a period of **18 (Eighteen) weeks** from initiation date: XXX. The following shall be the time schedule for completing various stages:

- i. Concept & Detailed Design: 04 weeks
- ii. Final Design and Preliminary Estimates: Within 02 weeks after the approval of detailed Design.
- iii. Detailed Structural, Detailed Working Drawings & Estimates and Tender Documents: 06 weeks
- iv. Drawings for Statutory Approval, Comprehensive Services Designs and Good for Construction Drawings: 06 weeks.
- v. Execution Stage: As per schedule prepared by CUG/PMC.
- vi. Post Execution Stage: Within four weeks of Issue of Completion Certificate.

### **4. Fee for Providing Consultancy:**

CUG shall pay a fee of XXX% (XXX percent only) of the development cost. This will include costs for development of buildings and land, interiors, internal and external infrastructure, landscape and signage development.

#### **4.1 Definitions:**

- i. **Development Cost:** For the purpose of fee computation, the development cost will be limited to the amount arrived through DSR rates (Delhi Schedule of Rates), with Market Rates (MR) wherever necessary, as per CPWD norms and Lowest Bided amount at which work is awarded, whichever is less, irrespective of cost escalations and deviations during the execution of work. CUG may consider for payment in respect of any additional or special work item required during execution of work by CUG in the development cost.
- ii. External Infrastructure, landscape and signage development mean: All infrastructure, landscape and signage outside the buildings and beyond the plinth area of the buildings. This includes landscape structures, hard and soft surface areas beyond the plinth areas of buildings, all parking areas. Area of operation will be limited to land under development.

#### **4.2 Conditions:**

- i. This payment shall cover:
  - a. Preparation and delivery of all deliverables to be submitted by Architecture consultant to CUG during or at the end of submission stages for developing Comprehensive Architectural Design of XXX Buildings and support facilities at CUG's Permanent Campus.

- b. All visits during the period of this agreement for submissions, presentations, and meetings by team members of the Architecture consultant with CUG for all works pertaining to the assignment under award.
- c. If CUG requires any visits outside of Gujarat, travel expenses for the same shall be reimbursed as per actual.

#### 4.3 Payment Schedule

The payment of the above sum shall be made by CUG to Architecture consultant based on completion of tasks as per schedule given below:

Stage	Component	Fees Payable
1	Preparation and submission of conceptual scheme, Preliminary Project report, basic scheme of the overall Project including Preliminary design & drawing of individual buildings and internal/External services for review of the client	10 % of the fee
2	On approval of detailed architectural & structural drawings and detailed Estimate of all buildings and vetting as per requirement of CUG.	30 % of the fee less payment made in Stage-1
3	On obtaining statutory approvals from various authorities and approvals of good for construction Drawings	50 % of the fee less payment made in Stage-1 and 2
4	On execution of work worth 30% of its estimated cost	70% of the fee less payment made in stages 1 to 3
5	On execution of work worth 60% of its estimated cost	80% of the fee less payment made in stages 1 to 4
6	On execution of work worth 90% of its estimated cost	90% of the fee less payment made in stages 1 to 5
7	On completion of entire construction works and after obtaining "completion certificate" from the local bodies. No objection Certificates/ Occupancy Certificate from statutory local bodies and checking and approving of "As Built Architectural Drawings" constructed by contractor.	100% of the fee less payment made in stages 1 to 6

"The payment due to Architecture Consultant up to Stage-3 will be computed on the basis of preliminary estimate of development cost (basic cost without GST). Adjustment if any shall be made as soon as the tender of any package is finalized.

At any stage based on the work progress CUG may consider making part payment on pro rata basis to the Architecture consultant.”

#### 4.4 Notes

- i. Preliminary estimate of development cost will be based on PAR (Plinth Area Rates) published by CPWD brought up to date by application of Cost Index applicable to Vadodara and prevailing market rate(s) where PA rate(s) are not available.
- ii. The Consultant will have to deposit Performance Guarantee (PG) in form of bank guarantee on scheduled bank / SBI amounting to 3% of the estimated fee which will be valid initially for a period of 2 years with a provision for further extension, if necessary, in the event of extension of period of completion of job. The PG shall be submitted within 10 days from the date of award of work. The date of start of work shall reckon after 15 days from the date of award. Further up to 2.5% security deposit will be recovered from fees payable to Consultant by CUG as per Payment Schedule, Stage 1 to 7.
- iii. The rate(s) shall be inclusive of all tax(es) as applicable and nothing extra on this account shall be payable. Income Tax shall be deducted at source on the amount paid at the prevailing rates. CUG shall issue to the Architecture consultant a certificate of tax deducted at source (TDS) in due course of time.
- iv. The Architecture Consultant shall raise the bill upon completion of every stage referred above. Payment shall become due to the Architecture consultant only after CUG ensures that the quality of work is in accordance with the terms of this agreement. However, part payment on prorated basis at any stage may be considered if justified.

#### 5. Other Terms and Conditions:

- (i) Period of Contract will be FOUR years from the date of signing of the agreement. Depending on project requirements and Architecture consultants' performance CUG may extend the contract period.
- (ii) Replication of the building design after expiry of this contract: If CUG chooses to replicate a building design within 4 years from the date of expiry of this contract; the Architecture consultant will be paid 10% of the original fees as royalty. Beyond this period CUG will not be liable to pay any fee to the Architecture consultant.
- (iii) The Architecture consultant shall assist CUG in its endeavour to complete the consultancy contract in stipulated time from the date of actual commencement of the work. The payment to the Architecture consultant shall be as specified in payment schedule and nothing extra shall be paid for delay/ variation in site, requirements of project and on any other account. The Architecture consultant shall not be entitled for any reimbursement, whatsoever. The decision of CUG

in this regard shall be final and binding.

- (iv) As the project has to be completed on fast track, the work shall be carried out with due diligence and as per time schedule. In case of any delay / default the Architecture, consultant shall pay by way of agreed compensation an amount equivalent to 1.00% (One percent only) of the total amount of fee payable for each week of delay subject to a maximum of 10% (Ten percent) of the total fee payable. The decision of CUG in this regard shall be final and binding.
- (v) If the Architecture consultant fails to provide any drawing or details as per the agreement, CUG shall get it done at the risk & cost of the Architecture consultant, and it shall be recovered from the due payment of the Architecture consultant.
- (vi) CUG may ask a third party /an independent reviewer to review any or all the submissions done by the Architecture consultant. In case the work is not found satisfactory, CUG shall get the work done at the risk & cost of the Architecture consultant, and it shall be recovered from the payment due to the Architecture consultant.
- (vii) CUG may on its own or through a third-party review structural and services done by the Architecture consultant. In case the work is not found satisfactory, CUG shall get the work done at the risk & cost of the Architecture consultant, and it shall be recovered from the payment due to the Architecture consultant.
- (viii) No extra payment shall be due to the Architecture consultant if there are any changes in the site shape or profile, program requirements at any stage of the plan preparation. However, if there is a substantial modification, CUG and the Architecture consultant shall arrive at a mutually agreeable fee compensation for all such substantially modified work.
- (ix) The Architecture consultant agrees that they will be fully responsible in their capacity as Architecture consultants under these presents for the soundness and correctness of all architectural and structural designs and drawings of the buildings, and of every portion thereof and of the installations as are entrusted to the Consultant and/or special consultant appointed by them and for the conformity of the buildings and the installation to the plans, designs and specifications approved by CUG provided that the instructions of the Architecture consultant are not overridden by CUG.
- (x) The Architecture consultant shall promptly notify CUG of any changes in the constitution of their firm. It shall be open to CUG to terminate this agreement on the death, retirement, insanity or insolvency of any person being partner in the said firm, or on the addition or introduction of a new partner without the previous approval in writing of CUG. But in the absence of and until its termination by CUG as aforesaid, this agreement shall continue to be in full form and effect notwithstanding any changes in the constitution of the firm by death, retirement, insanity or insolvency of any of its partners or the addition or

introduction of new partner. In case of death or retirement the surviving or remaining partners of the firm shall be jointly and severally liable for the due and satisfactory performance of all the terms and conditions of the agreement.

- (xi) CUG expects that the appointed Architecture Consultant should ensure that the Project Architect whose profile has been submitted at the time of application for RFP is involved in complete design process till the execution and completion of the project.
- (xii) The appointed Architecture Consultant should ensure that there is continuity in the Project Architect as well as team members in all stages of design and execution till completion of the project.
- (xiii) The appointed Architecture Consultant should ensure that the Project Architect is present in each meeting at all stages of the project. The Project Architect will not delegate the project to his / her colleague or other person and will be solely responsible for design and all deliverables till the completion of the project. If for some unforeseen reason the Project Architect leaves the Architecture Consultant firm or is not able to lead the team, CUG at its sole discretion may terminate the work order or may transfer the work to any other Architecture consultant. Only in exceptional circumstances and on its sole discretion, CUG may allow Architecture Consultant to replace the Project Architect.
- (xiv) The consultant will ensure that the consultants fee structural, and MEP service remain the same throughout the project. However, in case their performance is found unsatisfactory CUG may ask their replacement as appropriate.
- (xv) The Architecture consultant shall not disclose any information and data furnished to them by CUG to any third party nor shall they disclose any drawings, reports, specifications, manuals and other information developed and prepared for CUG by the Architecture consultant and his Sub- contractors and the Personnel of either of them, without prior written approval of CUG.
- (xvi) Time taken by CUG in giving comments/ approvals will be considered extra. Any inordinate delay by statutory authority in giving approval can be waived from time schedule of the Architecture consultant at the sole discretion of CUG & may be given only if CUG is satisfied that the Architecture consultants have put their best efforts in seeking such approvals.

### 5.1 Copyright:

Drawings, specifications, and other documents, including those in electronic form, prepared by the Architecture consultant in consultation with CUG for this project are Instruments of Service, and the Architecture consultant along with CUG shall be deemed the author and owner of any such Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights. After CUG has paid the Architecture consultant in full for any and all services rendered pursuant to the Agreement and the Terms and Conditions, including the costs and

expenses incurred in connection therewith, CUG shall be the owner of copies, including reproducible copies of such drawings, specifications, and other documents (including but not limited to digital memory storage media) for information, reference, and use in connection with the construction, use and occupancy of the Project.

By signing this agreement and accepting the compensation thereafter, the Architecture consultant permits the transfer of rights for use of drawings, specifications, other documents and information provided in the Architectural services report and documentation for the purposes of publishing the information related to the development of Architectural services of CUG's Permanent Campus through any publisher or exhibiting the same at the different technical and other forums worldwide. The Architecture consultant shall not be responsible for, or otherwise liable for any damages or claims arising out of or resulting from changes made to the drawings, specifications, and other documents by CUG or by any person other than that from the Architecture consultant. The Architecture consultant shall not claim any royalty from CUG on account of publishing the information of the exercise of developing Architectural services of CUG's Permanent Campus in electronic, print and other media.

CUG acknowledges that the documents prepared by the Architecture consultant in connection with the project are instruments of professional service and not products. The documents are subject to professional interpretations relating to changed circumstances, including the passage of time. Such documents on completion of the said project are not intended or represented to be suitable for additions, extensions and alterations, by another professional organization or used in any other project. Any use or re-use without written verification or adaptation for the specific purpose intended shall be at CUG's sole risk and without liability or legal exposure to the Architecture consultant.

#### **5.2 Laws, Rules and Regulations:**

The Architecture consultant will use their best professional efforts to (a) identify laws, rules and regulations, relevant to the Project, (b) interpret the same in a reasonable manner, (c) seek advice of governmental officials and/or CUG's legal counsel when questions of interpretation and/or applicability arise, and (d) produce reports, plans, and other documents, which are consistent therewith. Having done so in accordance with normal standards of good professional practice, the Architecture consultant would have met its obligation of rendering the agreed service for the payments made by CUG and will not be responsible for contrary interpretations or determinations by enforcement authorities or others.

### 5.3 Miscellaneous

The agreement between CUG and M/S XXX ARCHITECTURE CONSULTANT with respect to M/S XXX ARCHITECTURE CONSULTANTS' services described herein, supersedes all prior agreements, and may be amended only in writing. CUG and M/S XXX ARCHITECTURE CONSULTANT each binds itself and its partners, successors, executors, administrators and assigns to the other party of the Agreement and to the partners, successors, executors, administrators and assignees of such other party, in respect to all covenants of the Agreement; except as above, neither CUG nor M/S XXX ARCHITECTURE CONSULTANTS will assign, sublet or transfer their interest in the Agreement without the written consent of the other.

### 5.4 Arbitration

During the period of the project, CUG will endeavor to provide the Architecture consultant any assistance as required, which will not involve any financial implications. In the unfortunate situation of any and all disputes, disagreement and controversies arising in any manner, which cannot be settled by mutual agreement between CUG and M/S XXX ARCHITECT, the matter shall be submitted to arbitration.

For this, CUG and M/S XXX ARCHITECTURE CONSULTANT shall nominate (in writing) one Arbitrator each. In turn, these two Arbitrators shall nominate (in writing) an Umpire. In case, these two Arbitrators do not agree on any particular matter, the decision of the Umpire shall be final and binding on both CUG and M/S XXX ARCHITECTURE CONSULTANTS. All other provisions of the Arbitration and Conciliation Act 1996 (with amendments) shall apply, and the venue of Arbitration shall be Gandhinagar / Vadodara.

### 5.5 Termination

- i. CUG may terminate this Agreement by providing 7 days' notice. In addition to the above, CUG shall be entitled to forthwith terminate the agreement and encash the bank guarantee if it is found that:
  - a. The team leader whose profile has been submitted by Architecture Consultant at the time of application for RFP is not involved in any of the project stage or is not present in the meetings.
  - b. The team leader has delegated the project to his / her colleague or other person.
  - c. There is no continuity in the participation of team leader or team members of the Architecture Consultant.
  - d. The Architecture consultant has made misleading or false representation, or has deliberately suppressed the information in the forms, statements and enclosures required to be submitted during various work stages.
  - e. The Architecture consultant has hidden the record of poor performance, such

as abandoning projects, not properly completing the assigned projects, or financial failure/weaknesses, as submitted to CUG in the Expression of Interest submitted to undertake the Architecture consultancy of CUG's Permanent Campus; and

- f. The Architecture consultant has resorted to any unethical means, like influencing the Board of Assessors. CUG also reserves the right to terminate this contract, If the Architecture consultant does not deliver the products expected of them during or at the end of this exercise of Architectural Design of CUG's Permanent Campus, or if CUG abandons the whole or part of the work remaining to be carried out at any time.
- ii. CUG shall award payments to the Architecture consultant for the submission and work stages for which CUG has granted approvals. CUG reserves the right to award the remainder of the contract to any other Architecture consultant.
- iii. CUG reserves the right; in its sole discretion and for any reason whatsoever to terminate this Contract.

#### 5.6 Jurisdiction of Courts

For any breach of the terms and conditions of this Agreement or for issues relating thereto with respect to its interpretation, liabilities, or any other issue, the courts at Gandhinagar / Ahmedabad shall have the sole and exclusive jurisdiction to entertain and decide the issues involved.

#### 5.7 Governing Law

This Agreement is executed in Gandhinagar and shall be governed, construed and enforced according to the laws of India.

#### 5.8 Damages

In the event of any breach of the terms and conditions of this Agreement by the Architecture consultant, CUG shall be entitled in law to recover from the Architecture consultant liquidated damages ascertained and quantified in accordance with the actual loss occasioned by the breach of terms and conditions.

#### 5.9 Confidentiality

The Architecture consultant agrees that any information provided to them for discharge of their obligations under this contract is confidential and it shall be used for the purposes of this Agreement only and the same shall not be disclosed to any third party.

CUG and the Architecture consultant declare that this agreement is executed voluntarily and without any undue influence/coercion.

NOW, IN WITNESS WHEREOF the parties to this agreement hereto have executed this Agreement on the \_\_\_\_\_ Day of \_\_\_\_\_ XXXX at Gandhinagar. For the Architecture

consultant, represented by

Name and Address:

Signature

In presence of Witnesses

1. \_\_\_\_\_

For, Central University of Gujarat,

In presence of Witnesses

1. \_\_\_\_\_

### Annexure C: Bid Security/ EMD Declaration

Whereas I / we \_\_\_\_\_ (name of agency) have submitted bids for \_\_\_\_\_ (name of work).

I / we hereby submit following declaration in lieu of submitting Earnest Money Deposit.

1. If after opening of tender, I / we withdraw or modify my / our bid during the period of validity of tender (including extended validity of tender) specified in tender document.  
Or
2. If after award of work, i/we fail to sign the contract, or to submit performance guarantee before deadline define in tender documents,

I / we shall be suspended for one year and shall not be eligible to bid for all government tenders from date of issue of suspension order.

**Signature of Consultant / agency with seal**



**SURVEY & CONTOUR PLAN**  
 BLOCK NO. 676,680 TO 683, 685 TO 692  
 693/1,695/1,696/1,697/1,699/2  
 VILLAGE : KUNDHELA, TAL. DABHOI  
 DIST. VADODARA

PROJECT :- CENTRAL UNIVERSITY OF GUJARAT

CLIENT :- CENTRAL UNIVERSITY OF GUJARAT

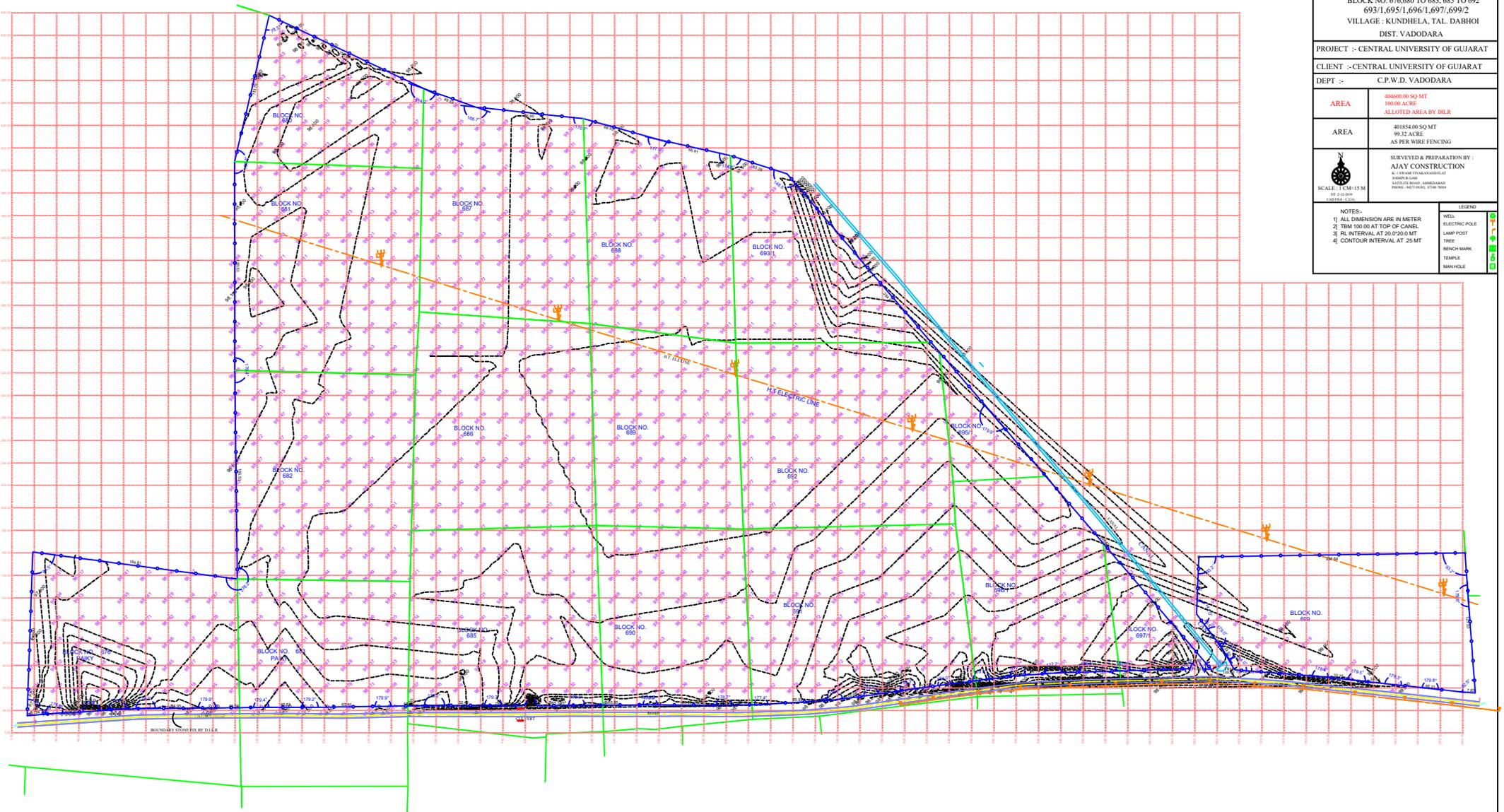
DEPT :- C.P.W.D. VADODARA

AREA	40460.00 SQ.MT 100.00 ACRE ALLOTTED AREA BY D.L.R.
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AREA	40185.00 SQ.MT 99.32 ACRE AS PER WIRE FENCING
------	-----------------------------------------------------

 SCALE : 1 CM = 15 M BY :- D.D. SHARDA DATE :- 27.05.2019	SURVEYED & PREPARATION BY : <b>AJAY CONSTRUCTION</b> S. CHANDRA SHEKHARJI PUNJIBHAI GADGI HATTEJI BHAJI, JAMNESHVAR PUNJIBHAI TRILOKJI, JAMNESHVAR
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<b>NOTES:</b> 1) ALL DIMENSION ARE IN METER 2) TBM 100.00 AT TOP OF CANEL 3) RL INTERVAL AT 20.0°/20.0 MT 4) CONTOUR INTERVAL AT 2.5 MT	<b>LEGEND:</b> WELL ELECTRIC POLE LAMP POST TREE BENCH MARK TEMPLE MANHOLE
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CENTRAL UNIVERSITY OF GUJARAT

LAYOUT PLAN

DISTRICT: VADODARA  
TALUKA: DABHOI  
VILLAGE: KUNDHELA

