

TENDER NOTICE
FOR
INVITATION OF EXPRESSION OF INTEREST
FOR
EMPANELMENT OF CONSULTANCY FIRMS FOR VARIOUS CONSULTANCY SERVICES.

TENDER DOCUMENT

2021



Dr. PANJABRAO DESHMUKH KRUSHI VIDYAPEETH
AKOLA



**Name of Work: -Invitation of Expression of Interest For Empanelment of Consultancy firms for
various Consultancy Services**

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Signature of Bidder
Date:



Volume -I
NOTICE INVITING EXPRESSION OF INTEREST
DETAILED TENDER NOTICE

Office of the University Engineer, Dr. Panjabrao Deshmukh Krishi Vidyapeeth, Akola, invites Expression of Interest For Empanelment of Consultancy firms for various Consultancy Services. Documents are to be submitted offline to the office of University Engineer, Dr. P.D.K.V., Akola before the prescribed date & time.

1. DETAILS OF WORK :

Name of Work	Cost of Tender	Security Deposit	Class of Contractor
<p>Empanelment Of Consultancy Firms For Various Consultancy Services Such As</p> <p>1) A} Architectural services for Preparation of Master Plan, Line plan, detailed plan, Based on line plan, elevation and sectional elevation, detailed and drawing along with drainage and electrical layouts, fire safety layouts etc., as per IGBC guidelines with Solar Passive Architecture.</p> <p>B} Also services for interior design and Furniture</p> <p>C} Also conservation of Buildings and restoration of old buildings</p> <p>D) Landscape Architecture</p> <p>2) P.M.C. services for building including Architect and structural designer and proof consultancy etc.</p> <p>3) PMC services for Roads / Water supply system / Sewage system / Electrical T&D and Street lighting including structural designer and proof consultancy</p> <p>4) Consultancy services for detailed structural designs of building project.</p> <p>5) Consultancy Services for Electrical (HT / LT) & HVAC Works</p>	<p>Rs. 1120/- Including GST Online payment in any Nationalized/ Scheduled Bank, in favor of "University Engineer, Dr. P,D,K,V., Akola" on or before last date of Submission of Tender</p>	<p>Rs. 25000/- for each consultancy services in the form of FDR from any Nationalized/ Scheduled Bank, in favor of "University Engineer, Dr. P,D,K,V., Akola" on or before last date of Submission of Tender</p>	<p>Experienced Project consultant</p>



2. CRITICAL DATES

Dates & Time For:-	:	Dates and Time
Pre Bid Meeting Date	:	15/09/2021 at 11.30 A.M
EOI Tender Document Download End Date	:	23/09/2021 up to 5.30 P.M
Last date of submitting EOI fee physical documents as specified in EOI document (Super scribing Name of Work, EOI No. and Date/Time of Opening) in a separate sealed envelope to the TIA with complete postal address.	:	28/09/2021 up to 5.30 P.M
Date of Power Point Presentation	:	5/10/2021 From 11.00 A.M Onwards

3. ELIGIBILITY CRITERIA FOR PRE-QUALIFICATION

The essential qualification criteria for technical short listing of tenderers are as given below:

(A) TECHNICAL :-

- Intending Agency should have successfully carried out similar works with Government Departments / PSUs / Financial Institutions / Banks, Reputed Corporate Offices (other than builders) in the last Five years.
- The Agency should have successfully completed job of Planning, Design, obtaining all required statutory approvals, Execution for Institutional, Official & Residential buildings which should include Civil & Interior works, Air conditioning, Electrical works, and fire fighting works etc.
- Similar type of works with supporting work orders and completion certificates

*Similar work means complete interior Planning, Design, and Execution of the Civil & Interior works, Air conditioning, Electrical and fire fighting works etc.

(B) FINANCIAL:-

- Average Annual Turnover during last Three years.
- Current Banker's Solvency Certificate, indicating Fund & Non fund based Limits separately, for adequate financial soundness from Nationalized/Scheduled Bank, not older than 06 (six) months.
- Should not incur loss during the last 03 (Three) years certified by Chartered Accountant.

(C) GENERAL:-

- Legal status of the firm indicating registration details, partnership deed, power of attorney in case of partnership firm, affidavit in case of proprietorship firm, memorandum and article of association in case of company.
- Copy of **PAN Card** duly attested.
- Certified I.T. return for the last 03 (three) financial years.
- Audited Balance Sheet and P/L Statement for last 03 (three) Years.
- EPF Registration / Code No
- GST Registration.



- g. Intending Agency shall have Architects with requisite qualifications as Graduate / Post graduate Degree/Diploma either from India or abroad and membership of the Indian Institute of Architect / Council of Architect.
 - h. Intending Agency shall have qualified and experienced personnel in requisite numbers like Engineers both civil and electrical, fire-fighting works & elevator required for execution of work.
 - i. Should not have incurred any loss in more than two years during the last Three years.
 - j. Copies of award letter/Contract/Work Orders.
 - k. Completion certificate and payment certified copy or any other document confirming value of completed portion of work to be submitted, giving name of work, value of works, completion period etc.
 - l. Bidder is not in the negative/black list of any State/Central Government Department/PSU. An affidavit on a non-judicial stamp paper of value Rs.100/- is to be furnished certifying the same (as perform at given in Annexure-‘III’).
4. The Agency, who provide documentary evidences as specified above, shall only be considered.
 - i. The Agency showing interest for prequalification has to furnish documentary evidence for fulfilling Minimum Qualifying Criteria, PAN Card No., Registration with Service Tax / other statutory authorities for issue of tender document.
 - ii. If any information furnished by the agency is found incorrect at later stage, the agency shall be liable to be debarred from tendering / taking of work. Office of the University Engineer services the right to verify the particulars furnished by the agency independently.
 - iii. The Agency interested for prequalification has to fill the details in excel sheets.
 - iv. No Incomplete/conditional EOI will be accepted under any circumstances.
 5. Based on the Credentials submitted by the agencies and suitability of EOI received, Office of the University Engineer, solely in its discretion, may consider for shortlisting the Agencies. After selection of agencies, Office of the University Engineer may enter into MOU with the selected agency on mutual agreement, or may give Item rate tender to qualified agencies to quote against item.
 6. EOI Application has to accompany a non-refundable fee **Rs.1120/-(Rupees One Thousand One Hundred Twenty Only)** towards Tender Booklet Fee **to be paid online in favor of “Office of the University Engineer”, Payable at Akola ICICI A/c. No. 052005001977, IFSC Code:- ICIC0000520 on any working day of Banking Hrs. or cash receipt payment to the office of University Engineer, Dr. PDKV., Akola, without which EOI will summarily rejected.**
 7. EOI Application has to accompany a refundable FDR of **Rs. 25000/-(Rupees Twenty Five Thousand Only)** towards SD **to be issued in favor of Office of the University Engineer”, Payable at Akola, for each consultancy services applied for the period of three years, for without which EOI will summarily rejected.**
 8. Shortlisted agencies for the subject work shall not enter into any other Tie-up/ Agreement with any other Organization for taking up similar assignments under the same Client. The agency shall give an undertaking with regard to the same.
 9. Separate agreements including sharing of margin will be drawn with the selected agency on case to case basis.



10. Canvassing in any form whether directly or indirectly, in connection with the submission of EOI is strictly prohibited and the EOI's submitted by the agencies who resort to canvassing will be liable for rejection.
11. EOI received along with all the relevant documents as mentioned will be evaluated by Office of the University Engineer at its sole discretion and successful short listed agencies only will be considered for association .Hence, the agencies are requested to adhere to submission of documents as per requirements stated above or else their EOI may be summarily rejected.
12. **Office of the University Engineer RESERVES THE RIGHT TO :-**
 - a. Accept or reject any or all the applications received, at its own discretion, without assigning any reasons whatsoever. EOIs in which additional conditions put forth by the agencies, shall be summarily rejected.
 - b. Postpone/change/cancel the above mentioned date, modify the terms and conditions, include new terms and conditions in the interest of the Company, without assigning any reasons whatsoever.
 - c. Office of the University Engineer in its discretion may also ask for further Clarifications etc. anytime, as and when required.
 - d. Office of the University Engineer is at liberty to cancel the Advt. / Association of the Agency against the above Notice, anytime without assigning any reason whatsoever for which no claim on any ground shall be entertained.
13. **GENERAL GUIDANCE /INSTRUCTIONS TO THE AGENCIES:-**
 - i. Bidder download tender document from www.pdkv.ac.in portal.
 - ii. After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise, the bid will be rejected.
 - iii. If there are any clarifications, this may be obtained offline through the contact details. Bidder should take into account of the corrigendum published before submitting the bids offline.
 - iv. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender schedule and they should be in physical formats. If there is more than one document, they can be clubbed together.
 - v. EMD not required for this tender. **(Security Deposit will remain to University Engineer Department up to Empanelment Period)**
 - vi. The bidder reads the terms & conditions and accepts the same to proceed further to submit the bids.
 - vii. The bidder has to submit the tender document offline well in advance before the prescribed time to avoid any delay or problem during the submission process.
 - viii. After the bid submission. The acknowledgement number, given by the e-tendering system should be printed by the bidder and kept as a record of evidence for offline submission of bid for the particular tender.
 - ix. The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids offline by the bidder.
 - x. The bidder should see that the bid documents submitted should be valid and clearly visible and if the documents could not be valid and clearly visible, during tender opening, the bid is liable to be rejected.
 - xi. The bidders are requested to submit the documents through offline e-tendering system to the TIA well before the bid submission end date & time.



- xii. The bidder should Submit the Technical document in physical format .
- xiii. For any other queries, the bidders are asked to contact through Mail :
ue_works@rediffmail.com





CONTENTS

Cover No.	Technical Cover Details	Documents to be uploaded in the following Chronological Order
1.	Processing Fee, Declaration and Affidavit	Copy of requisite Tender Booklet Fee, Declaration and Affidavit on a Non-Judicial Stamp Paper, etc. (Original FDR, Declaration & Affidavit must reach to the TIA, as per stipulated critical dates of the EOI).
2.	Company Profile	Legal Status of the Firm- Memorandum & Articles of Association / Registration Details / Partnership deeds / Power of Attorney in case of Partnership Firm / Affidavit in case of Proprietorship Firm etc. along with Power of Attorney of the Signatory.
3	Statutory Documents	Copy of Certificate of all Statutory documents towards Registration of GST/PAN, as applicable / EPF
4	Financial Capability	Copy of Annual Turnover showing Average Annual Turnover, Audited Balance Sheet, Net Worth, IT Return, VAT Clearance, Current Banker's Solvency Certificate.
5	Similar Work	Copy of List of Similar Works with Supporting Certificates.
6	Works in Hand	Copy of List of Similar Works in hand with supporting documents like Work Orders, Certified Bill Copy, Completion Certificates etc.
7	Equipment & Manpower	Documentary evidence / Notarized Affidavit with list of Equipment owned and Man power Details as per EOI
8	Forms	Forms 1-11



CHAPTER – 1

PRE-QUALIFICATION IN GENERAL

EMANELMENT OF CONSULTANCY FIRMS FOR VARIOUS CONSULTANCY SERVICES SUCH AS

1. A] Architectural services for Preparation of Master Plan, Line plan, detailed plan, Based on line plan, elevation and sectional elevation, detailed structural designs and drawing along with drainage and electrical layouts, fire safety layouts etc., as per IGBC guidelines with Solar Passive Architecture.
B} Also services for interior design and Furniture
C} Also conservation of Buildings and restoration of old buildings
D} Landscape Architecture
2. P.M.C. services for building including Architect and structural designer and proof consultancy etc.
3. PMC services for roads including structural designer and proof consultancy
4. Consultancy services for detailed structural designs of building project.
5. Consultancy Services for Electrical (HT / LT) & HVAC Works





1. PREAMBLE

- 1.1 Office of the University Engineer undertakes various types of works viz., Construction of Residential and Nonresidential building, roads, bridges, interior design, planning for Airport & Industrial area, etc.
- 1.2 In this context, Office of the University Engineer proposes to appoint for various activities related with services of infrastructure, panel of Architects, Interior Designers/Consultants who can assist Office of the University Engineer in execution of the works/ provide services to the desired satisfactory level.

2. INFORMATION TO APPLICANTS:

- 2.1 Empanelment documents shall be downloaded from our website at www.pdkv.ac.in

Application form for empanelment shall be submitted offline along with Annexure duly filled in/typed along with forwarding letter of the firm and copies of all required documents with all pages signed and stamped by the Authorized Signatory. Also one hard copy (in bound volume) shall be submitted in sealed envelope on or before expiry of last date of submission of application offline at the Office of the University Engineer , Dr. P.D.K.V., Akola.

Separate Application for individual each category & Class - I, II, III, IV shall be submitted.

- 2.2 The application shall be submitted only as per the enclosed format (s) along with **Form 1 to 10**. Self-attested documentary proof(s) in respect of the details furnished in the application form shall be submitted along with the application. The intending applicants shall also submit the list of such projects where due to any disputes/ litigation/ arbitration/action was invoked and or the consultancy services were suspended by the Client in form No 9. Suppression of any information in this regard may lead to cancellation of empanelment of the Firm/Architect(s) concerned, if such information comes to the notice of Office of the University Engineer after empanelment. **Incomplete applications will be summarily rejected and no further correspondence will be entertained.**
- 2.3 The application shall be signed by the authorized person (s) of the firm. All pages of the documents shall be signed / sealed.
- 2.4 The firm, who desires to enlist themselves in the Empanelment of Office of the University Engineer shall submit application for Empanelment in the respective category (**i.e. separate envelop for separate category including full set of all required information etc.**). If the firm/ applicant wish to apply for empanelment in more than one category, then they shall submit the application separately for each category & Class.
- 2.5 Office of the University Engineer Reserves the right to reject any or all applications without assigning any reason thereof.
- 2.6 The empanelment of “Consultancy Firm” will be **for a period of 3 years with valid extensions if any or till fresh empanelment is done whichever is earlier.**



2.7 Prequalification/Empanelment does not necessarily mean that a job will be assigned to the empanelled Consultant. The empanelled firm/ person shall be eligible to participate in consultancy work proposed by Office of the University Engineer

2.8 Clarifications, if necessary, will be sought from the applicants before empanelment. All information submitted by the applicants during the process of empanelment will be the property of Office of the University Engineer and will not be returned.

3. INSTRUCTIONS TO APPLICANTS:

3.1 GENERAL

- a) All information requested for in the enclosed forms should be furnished against the respective columns in the format. **Applicants are cautioned that non submission of complete information as per the required forms or making any change in the prescribed forms may result in the application being summarily rejected.**
- b) The applicant's name, signature and stamp shall appear on each page of the application form.
- c) The application form can be downloaded from the website of www.pdkv.ac.in
- d) Copies of the References, information, work orders and completion certificates from the respective clients certifying the suitability, technical knowhow, experience or capability of the applicant shall be submitted by the applicant, which will be verified by Office of the University Engineer as and when required.
- e) The applicants are advised to attach any additional information which he thinks fit and necessary in regard to proving his capabilities. No further information will be entertained after submission of the application unless it is specifically called for by Office of the University Engineer.
- f) The cost incurred by the applicants in preparation & submission of this application, providing clarifications or attending discussions in connection with process of empanelment shall be borne by the applicant . In no case Office of the University Engineer will be responsible or liable for these costs regardless of the outcome of the process.
- g) The relevant document need to be attached if consultants having specialization in specific field. Example Green Buildings/structural design/Landscape expert etc.



CHAPTER - II

GUIDELINES FOR PREPARATION OF REQUEST FOR QUALIFICATION

The Consultant shall fill up the enclosed forms 1 to 4 in single copy.

1. The Short listing of Consultant shall be done based on the marks obtained by the firm after evaluation of firm's experience, credential etc. A Consulting Architect/ Engineering firm may submit the proposal either as a sole applicant, or as a partnership firm/consortium.
2. Complete name of firm, date of establishment and type of organization whether Individual, proprietorship, partnership, private limited company, limited company etc.
3. Name of affiliate firms, their years of establishment, countries of origin and type of organization.
4. Exact and complete home office address, business address, telephone number, Fax number, E-mail and cable address. For consulting firms of foreign registry, indicate if there is any branch office(s) established in India with details in the aforesaid manner. Information is to be furnished by the applicant.
5. If present firm is the successor to or outgrowth of one or more predecessor firms, fresh name(s) of former entity (ties) and the year(s) of their original establishment. Information is to be furnished by the applicant.
6. Present a brief narrative description of the firms. Information is to be furnished by the applicant.
7. List not more than two (2) principals who may be contacted by this Office. Listed principals must be empowered to speak for the firm on policy and contractual matters. Information is to be furnished by the applicant.
8. (i) Indicate the number of employees by discipline. While some personnel may be qualified in several disciplines, each person should be counted only once in accordance with his/her primary functions.

(ii) Indicate the number of permanent / regular employees and associates by discipline with experience of minimum 2 to 5 years, 5 to 10 years, more than 10 years.



9. Form no 5 indicates the completed consultancy projects of the consultant and those handled in the last Ten (10) years. The Second column represents the list of all eligible projects. The third column represents the name of the project, and how it was accomplished, i.e., as Prime Consultant or through joint venture or as an associate with other Consultants. If it was implemented as an associate with other consultant, indicate name of the consultant. Fourth column represents the consulting services rendered, defined as clearly as possible. Fifth column represents the Client whom the services were rendered and the address of the Client. Sixth column represents estimated cost of the project and seventh column represents the fee received by the Consultant. The fee should be stated in Indian Rupees. The currency conversion rate shall be furnished, if applicable. Eighth to eleventh columns represent date of start, date of completion of the project. 12th column represents liquidated damages, if any, imposed on consultant. Any other information, remarks if any, shall be entered in last 13th column. Attach completion certificates or any equivalent proof to substantiate the experience. The firm should furnish the project-wise supporting statement which best illustrates the experience of the firm relevant to the project.
10. List of minimum essential equipment which the firm must possess for eligibility is given in **Chapter IV**.





CHAPTER – III

DEFINITIONS

1. In this Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively assigned to them:
 - a) **“Accounting Year”** means the financial year commencing from the first day of April & ending on March of the next year.
 - b) **“Assignment / job”** means the work to be performed by the Consultant indicated in Annexure I
 - c) **“Agreement”** means this Agreement, hereto and any amendments thereto made in accordance with the provisions contained in this Agreement;
 - d) **“Applicable Laws”** means all laws, brought into force and effect by GOI or the State Government of Maharashtra, including rules, regulations and notifications made there under, and judgments, decrees, injunctions, writs and orders of any court of record, applicable to this Agreement and the exercise, performance and discharge of the respective rights and obligations of the Parties hereunder, as may be in force and effect during the subsistence of this Agreement;
 - e) **“Applicable Permits”** means all clearances, licenses, permits, authorizations, no objection certificates, consents, approvals and exemptions required to be obtained or maintained under Applicable Laws in connection with the Project during the subsistence of this Agreement;
 - f) **“Arbitration Act”** means the Arbitration and Conciliation Act, 1996 and shall include modifications to or any re-enactment thereof, as in force from time to time;
 - g) **“Associate” or “Affiliate”** means, in relation to either Party {and/or Consortium Members}, a person who controls, is controlled by, or is under the common control with such Party {or Consortium Member} (as used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person, whether by operation of law or by contract or otherwise);
 - h) **“Bid”** means the documents in their entirety comprised in the bid submitted by the {selected bidder/Consortium} in response to the in accordance with the provisions thereof; **“Bid Security”** means the security provided by the Concessionaire to the Government along with the Bid in a sum of 2% of the total Project cost in accordance with the RFP, and which is to remain in force until substituted by the Security deposit.
 2. **“Change in Law”** means the occurrence of any of the following after the date of Bid:
 - (a) the enactment of any new Indian law as applicable to the State;
 - (b) the repeal, modification or re-enactment of any existing Indian law as applicable to the State;
 - (c) the commencement of any Indian law, as applicable to the State, which has not entered into effect until the date of Bid;
 - (d) a change in the interpretation or application of any Indian law, as applicable to the State, by a judgment of a court of record which has become final, conclusive and binding, as compared to such interpretation or application by a court of record prior to the date of Bid; or
-



(e) any change in the rates of any of the Taxes that have a direct effect on the Project;

“University Engineer” shall have the meaning The University Engineer of the Office of the University Engineer, Akola, in which the Consultancy services work is proposed.

“Deputy Engineer” shall have the meaning The Deputy Engineer of the Office of the University Engineer, Akola & Nagpur, in which the Consultancy services work is proposed.

“Consortium” shall mean an association or combination of partnering entities, being consortium members and includes one or more identified and named sub-Consultant(s), coming together with Lead Member for submission of a Proposal.

“Contract” means the contract signed by and between Employer and the Consultant and all its attached documents.

“Dispute” shall have the meaning set forth in Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the **“Dispute”**) shall, in the first instance, be attempted to be resolved amicably, If any dispute arises between Engineer-In-Charge of works and consultants/ Architect; initially dispute shall be resolved at the level of Office of the University Engineer, Akola. If dispute still remain unsolved, then the dispute shall be referred to the VC Dr. P.D.K.V., Akola and his decision in this regard will be final and binding on consultant/Engineer-In-Charge.

The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

“Dispute Resolution Procedure” means the procedure for resolution of Disputes set forth in Terms Of Reference (TOR).

“Document” or **“Documentation”** means documentation in printed or written form, or in tapes, discs, drawings, computer programs, writings, reports, photographs, films, cassettes, or expressed in any other written, electronic, audio or visual form; duly signed by the authorized person.

“Drawings” means all of the drawings, calculations and documents pertaining to the Project.

“DPR” Detail Project Report of the Consultancy Project.

“Day” means calendar day.

“Employer” means the VC Dr. P.D.K.V., Akola Office of the University Engineer, Akola.

“University Engineer” shall have the meaning The University Engineer of the Concerned Office of the University Engineer Akola.



“**Construction Committee**” means the selected members committee by the University for Approval of work proposals.

“**Engineer-in-charge**” means the representative of the Employer. He is Deputy Engineer, Office of the University Engineer, Dr. P.D.K.V., Akola.

“**GOI**” means the Government of India;

“**Good Industry Practice**” means the practices, methods, techniques, designs, standards, skills, diligence, efficiency, reliability and prudence which are generally and reasonably expected from a reasonably skilled and experienced operator engaged in the same type of undertaking as envisaged under this Agreement and which would be expected to result in the performance of its obligations by the Consultant in accordance with this Agreement, Applicable Laws and Applicable Permits in reliable, safe, economical and efficient manner;

“**Government**” means the Government of the State of Maharashtra;

“**Government Representative**” means such person or persons as may be authorized in writing by the Government to act on its behalf under this Agreement and shall include any person or persons having authority to exercise any rights or perform and fulfill any obligations of the Government under this Agreement;

“**Lead Partner**”: shall mean the member of the consortium duly nominated/authorized by all members of that consortium as a lead partner.

“**INR**” shall have the meaning Indian Rupees.

“**JV**” Shall have the meaning Joint Venture.

“**Period Of Service**” The Period of empanelment of Consultant will be **MAXIMUM THREE YEARS (3 years)** from issue of **Empanelment Order** or **earlier**, whichever decided by University Engineer, Akola.

“**Project Management Consultant (herein after referred as PMC)**” means any eligible entity as per RFQ which submits a Proposal, either individually or as Consortium (in the latter case through Lead Member), and which upon selection, would provide Services to the Employer under the Contract.

“**Personnel**” means professionals and support staff provided by the PMC or by any Sub- Consultant and assigned to perform the Services or any part thereof.

“**RBI**” means the Reserve Bank of India, as constituted and existing under the Reserve Bank of India Act, 1934, including any statutory modification or replacement thereof, and its successors;

“**Re.**”, “**Rs.**” or “**Rupees**” or “**Indian Rupees**” means the lawful currency of the Republic of India;

“**Specifications and Standards**” means the specifications and standards relating to the quality, quantity, capacity and other requirements for the Project, and any modifications thereof, or additions thereto, as



included in the design and engineering for the Project submitted by the Consultant to, and expressly approved by, the Government;

“**State**” means the State of Maharashtra and “**State Government**” means the government of that State;

“**Suspension**” shall have the meaning temporary halt of the consultancy services by the Office of the University Engineer;

“**Security Deposit**” shall have the meaning **2%** of the Total Cost of Project mentioned in RFP; The Security Deposit to be paid after issuance of LoA in the form of Bank Guarantee/FDR.

“**Taxes**” GST as applicable. Highway charged, levied or imposed by any Government Instrumentality, but excluding any interest, penalties and other sums in relation thereto imposed on any account whatsoever. For the avoidance of doubt, Taxes shall not include taxes on corporate income;

“**TOR**” means the Term of References given in this document.

a) STATEMENT:

1. Accomplished statement must be submitted offline on Office
2. The document shall be the basis of drawing up a shortlist of Consultants who will be invited to submit proposals for the services required.
3. **All applications shall be submitted in English.**
4. The empanelment of the Consultants shall be done for the project to be taken up.

5. METHOD OF APPLYING

- a) If the application is made by a proprietary firm, it shall be signed by the Proprietor above his full typewritten name and full name of his firm with the current address.
- b) If the application is made by a firm in partnership, it shall be signed by all the partners of the firm above their full typewritten names and current addresses or alternatively by a partner holding Power of Attorney for signing the application, in which case a certified copy of registered Partnership Deed shall accompany the application.
- c) If the application is made by a Limited Company, it shall be signed by a duly authorized person holding the Power of Attorney for signing the application, in which case a certified copy of the Power of Attorney issued by the Board of Directors shall accompany the application along with registration of company under company Act.
- d) The Practicing Architects of the Architectural firm/Consultant should be registered with Council of Architects and valid certificate to that effect shall be enclosed along with Form No. 2.



6. FINAL DECISION MAKING AUTHORITY

The Employer/Construction Committee reserves the right to reject or accept any one or all applications and to annul the process and reject all the applications at any time without assigning any reason(s) thereof and without thereby incurring any liability to the affected applicant or without informing the applicants of the grounds for the Employer's action.

7. PRE-BID CONFERENCE:

PRE-BID conference shall be held as per Schedule indicated in NIT.

8. CATEGORY OF EMPANELMENT:

As per Chapter V

Class I	:	for Project Costing more than 25 Crores
Class II	:	for Project Costing upto to Rs 25Crores
Class III	:	for Project Costing upto to Rs 10 Crores
Class IV	:	for Project Costing uptoRs 5 Crores

9. ELIGIBILITY CRITERIA: As per Chapter V

The Firm meeting the above criteria shall submit their applications in the prescribed format in Form No 1 to 11 with relevant details in support of their claim for qualification.

10. MINIMUM AVERAGE ANNUAL TURN OVER.

Sr. No.	Class	Minimum average turnover required in last 3 years
1	Class I	More than 50 Lakhs
2	Class II	More than 25 up to 50 Lakhs
3	Class III	More than 10 up to 25 Lakhs
4	Class IV	Up to 10 Lakhs



CHAPTER – IV

The category of Architectural services and Equipment's & Software's for empanelment are listed below:

Sr. No.	Category of Services	Equipment's& Licensed Software's Required	Class - I	Class - II	Class - III	Class - IV
1	A) Architectural services for Preparation of Master Plan, Line plan, detailed plan, Based on line plan, elevation and sectional elevation, detailed structural designs and drawing along with drainage and electrical layouts, fire safety layouts etc., as per IGBC guidelines with Solar Passive Architecture. B) Architectural services for Interior design and Furniture C) Architect for conservation of buildings and restoration of old structures D)Landscape Architecture	1. Total Station / Auto level 2. Auto-Desk Auto-CAD, Revit, 3DS max software 3. Plotter (colored) 4. Scanner 5. Computer Work Station 6. Printer/Plotter 7. E-tab (Building const.)	1 4 1 2 1 1 1	1 3 1 1 1 1 1	1 2 1 1 1 1 1	1 1 1 1 1 1 1
2	P.M.C. services for building including Architects and structural designer and proof consultancy etc.	1. Auto-Desk Auto-CAD, Revit, 3DS max software 2. Printer / Plotter 3. Scanner 4. Total Station	4 2 2 1	3 1 1 1	2 1 1 1	1 1 1 1
3	PMC services for Roads / Water supply system / Sewage system / Electrical T&D and Street lighting including structural designer and proof consultancy	1. Auto-Desk Auto-CAD, Revit, 3DS max software 2. Printer / Plotter 3. Scanner 4. Total Station	1 1 1 1	1 1 1 1	1 1 1 1	1 1 1 1



4	Consultancy services for detailed structural designs of building project.	1. Stadd-pro or equivalent software	1	1	1	1
		2. Auto-CAD, software				
		3. Printer / Plotter	2	1	1	1
		4. Bentley (Stadd-pro)				
		5. Scanner	2	1	1	1
5	Consultancy Services for Electrical (HT / LT) & HVAC Works		2	1	1	1
			1	1	1	1
5	Consultancy Services for Electrical (HT / LT) & HVAC Works	1. Auto-CAD, E-TAP software	1	1	1	1
		2. Plotter (colored)	1	1	1	1
		3. Scanner	1	1	1	1
		Computer Work Station				





CHAPTER – V

CATEGORY WISE ELIGIBILITY & EXPERIENCE					
S. N	Consultancy Services	Category			
		Class – I	Class - II	Class - III	Class - IV
		Minimum experience and Numbers	Minimum experience and Numbers	Minimum experience and Numbers	Minimum experience and Numbers
1	A) Architectural services for Preparation of Master Plan, Line plan, detailed plan, Based on line plan, elevation and sectional elevation, detailed structural designs and drawing along with drainage and electrical layouts, fire safety layouts etc., as per IGBC guidelines with Solar Passive Architecture.	B. Arch - 20 years / M. Arch – 15 years, 1 No. Having experience in green building under IGBC guidelines Jr. Arch – 2 years 1 No. Graduate Engineer – 1 year, 1 No. OR Diploma Engineer 2 years, 1 No. Draughtsman – 7 years, 3 Nos M. Tech Struct. – 10 years, 1 No. The consultant having experience of successfully completion 2 projects of which at least 1 project having area more than 5000 sqm and 1 project should have awarded from MEDA/LEED/ GRIHA	B. Arch – 15 years / M. Arch – 10 years, 1 No. Having experience in green building under IGBC guidelines Jr. Arch – 2 years, 1 No. Graduate Engineer – 1 year, 1 No. OR Diploma Engineer 2 years, 1 No. Draughtsman – 7 years, 3 Nos M. Tech Struct. – 10 years, 1 No. The consultant having experience of successfully completion 2 projects of which at least 1 project having area more than 5000 sqm	B. Arch – 7 years, 1 No. Having experience in green building under IGBC guidelines M. Tech Struct. – 5 years, 1 No. The consultant having experience of successfully completion 2 projects of which at least 1 project having area more than 2500 sqm	B. Arch – 5 years, 1 No. Having experience in green building under IGBC guidelines M. Tech Struct. – 5 years, 1 No. The consultant having experience of successfully completion 2 projects of which at least 1 project having area more than 1000 sqm
	B) Architectural services for Interior design and Furniture	B. Arch - 20 years / M. Arch – 15 years, 1 No. Having experience in green building under IGBC guidelines	B. Arch – 15 years / M. Arch – 10 years, 1 No.	B. Arch – 2 years, 1 No.	B. Arch – 1 year, 1 No.



	C) Architect for conservation of buildings and restoration of old structures	M. Arch (Architectural Conservation) 10 years, 1 No. Having experience in conservation and restoration of old structures	M. Arch (Architectural Conservation) 5 years, 1 No. Having experience in conservation and restoration of old structures	M. Arch (Architectural Conservation) 3 years, 1 No. Having experience in conservation and restoration of old structures	M. Arch (Architectural Conservation) 2 years, 1 No. Having experience in conservation and restoration of old structures
	D)Landscape Architecture	B. Arch + Dip./PG in (Landscape Arch.) 10 years, 1 No.	B. Arch + Dip./PG in (Landscape Arch.) 7 years, 1 No.	B. Arch + Dip./PG in (Landscape Arch.) 5 years, 1 No.	B. Arch + Dip./PG in (Landscape Arch.) 2 years, 1 No.
2	P.M.C. services for building including Architects and structural designer and proof consultancy etc.	Firm having experience of 15 years and having successfully completed minimum 1 project of magnitude of 100 Crs and above as a PMC.	Firm having experience of 12 years and having successfully completed minimum 1 project of magnitude of 75 Crs and above as a PMC.	Firm having experience of 10 years and having successfully completed minimum 1 project of magnitude of 50 Crs and above as a PMC.	Firm having experience of 7 years and having successfully completed minimum 1 project of magnitude of 25 Crs and above as a PMC.
3	PMC services for Roads / Water supply system / Sewage system / Electrical T&D and Street lighting including structural designer and proof consultancy	Firm having experience of 15 years and having successfully completed minimum 1 project of magnitude of 100 Crs and above as a PMC.	Firm having experience of 12 years and having successfully completed minimum 1 project of magnitude of 75 Crs and above as a PMC.	Firm having experience of 10 years and having successfully completed minimum 1 project of magnitude of 50 Crs and above as a PMC.	Firm having experience of 7 years and having successfully completed minimum 1 project of magnitude of 25 Crs and above as a PMC.
4	Consultancy services for detailed structural designs of building project.	M.E. (structure) / M. Tech (structure) – 15 years, 1 No. of experience of detailed design of at least one Multistoried structure having area more than 10000 sqm.	M.E. (structure) / M. Tech (structure) – 10 years, 1 No. of experience of detailed design of at least one Multistoried structure having area more than 5000	M.E. (structure) / M. Tech (structure) – 5 years, 1 No. of experience of detailed design of at least one Multistoried structure having area more than 3000	M.E. (structure) / M. Tech (structure) – 2 years, 1 No. of experience of detailed design of at least one Multistoried structure having area more than 1000



5	Consultancy Services for Electrical (HT / LT) & HVAC Works	Firm having experience of 15 years and having successfully completed minimum 1 project of magnitude of 10 Crs and above as a PMC.	Firm having experience of 12 years and having successfully completed minimum 1 project of magnitude of 5 Crs and above as a PMC.	Firm having experience of 10 years and having successfully completed minimum 1 project of magnitude of 2.5 Crs and above as a PMC.	Firm having experience of 7 years and having successfully completed minimum 1 project of magnitude of 1 Crs and above as a PMC.
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CHAPTER – VI

Submission of Documents, evaluation and Marking:

The Firm meeting the above criteria shall submit their applications in the prescribed format with following details in support of their claim for qualification-

1. Firm profile along with the audited financial statements of last 3 years for verification of annual turnover, certified by Chartered Accountant.
2. Project profile shall include experience in similar assignments projects done in last 10 years. Detailed description for projects or Development Plan as above shall include details such as Project name, client name, location, brief description, area of services, role, cost of project, project duration, consultancy fees, period of services etc. (Certificate from client issued by an officer not below the rank of Deputy Engineer or equivalent for Govt. /Semi Govt. works & authorized Signatory of Private Institutes shall be attached).
3. Availability of appropriate skilled manpower: Detailed C.V. of the Professional along with Certificate issued by the firm regarding employment of the professional with the firm (clearly indicating date of employment with the firm).
4. **EVALUATION OF PROPOSALS:**

- 4.1 The applications will be examined by a designated Evaluation Team constituted by University Engineer, Dr. P.D.K.V., Akola they may call for clarifications/additional information from the consultants which must be furnished to the Evaluation Team within stipulated time. The applicants shall be evaluated based on the following parameters on a scale of 100.

Sr. No.	Parameters	Maximum Marks (Category I, II, III & IV)
1	Capability Statement of the Firm (years of existence, presence and knowledge of local terrain)	20
2	Firm's Experience <ol style="list-style-type: none"> a) Similar Consultancy Services/works completed b) Award for any project by MEDA/LEED/GRIHA/PWD/NHAI for Building & Road works c) If already or previously empanelled with Govt. /Semi Govt. Organizations as Green building/Solar passive Consultant in respect of Building and Road Works. 	30 10 10
3	Firm's Financial Capacity (Annual Financial Turnover)	10
4	Strength of Technical Team (In-house)	10
5	Presentation	10
Maximum Total Marks		100

Note: The Consultants should satisfy the qualifying criteria on their own merits and not as a sum total of their sub agencies. Joint Ventures / Consortium / MOU shall not be entertained.



CHAPTER – VII

EMPANELMENT

1. Based on the maximum marks obtained/scored in each individual category, the firm/applicant/Consultant having scored equal to total 75 marks & above, shall ONLY be considered for empanelment in respective category. Firm/ applicant/Consultant, those who score's less in applied category will be considered for lower category in which he gets eligible. No correspondence shall be done with the firm/ applicant/Consultant who are not empanelled. Also no claims of any kind or queries in any form shall be entertained.
2. The empanelment of "Consultancy Firms" will be for a period of **03 (Three) Years** from the date of empanelment. However, Office of the University Engineer reserves the rights to cancel or extend the empanelment of any or all the consultant and request afresh proposals for empanelment at any time.
3. However V.C. Dr. P.D.K.V., Akola reserves the right to upgrade/ include additional interested eligible consultant/ architect for empanelment with Office of the University Engineer even after the finalization of the process of empanelment. They may apply to Office of the University Engineer, Dr. P.D.K.V., Akola with all relevant document & experience. After due scrutiny, if found qualified, They may be taken on List of empanelled consultants & period will be valid for balance period of empanelled list or a short period as decided by V.C. Dr. P.D.K.V., Akola or Committee.
4. Office of the University Engineer Reserves the right to extend the period of empanelment of consultants for a further period of one year depending on the requirement and performance of the consultant. The decision of University Engineer in this regard would be final.
5. The empanelment of "Consultancy Firms" will remain in force for the purpose of completion of all works ordered during the period of the empanelment until they have been completed.
6. Office of the University Engineer Reserves the right to withdraw/ cancel empanelment observing the performance of the services before the period of empanelment is over.
7. **ALLOTMENT OF WORK:**
 - a. Depending upon the requirement, Office of the University Engineer shall invite proposals from the empanelled "Consultancy Firms".
 - b. Office of the University Engineer Also reserves the right to allot the work to any of the empanelled "Consultancy Firms" after giving due consideration to the suitability and competence of the "Consultancy Firms" to handle jobs, with due regard to their proven track record, which shall be reviewed by Office of the University Engineer (Employer), as found necessary, from time to time.
 - c. **Please note that consultancy agency will not be awarded more than 5 works at any given point of time irrespective of the project cost.**
8. The "Consultancy Firms" who has been awarded the work shall have to enter in to an agreement in the standard format of Office of the University Engineer
9. Office of the University Engineer doesn't guarantee for getting the job/ work/assignment to the empanelled firm/agency during empanelment period. No claims of any nature (including financial claims) shall be tenable in any case.



CHAPTER – VIII

OTHER TERMS & CONDITIONS

1. **Litigation History**

The Applicant should provide accurate information on any litigation or arbitration resulting from contracts completed or under its execution over the last Ten (10) years ending 2020-2021. A consistent history of litigations against the Applicant may result in disqualification of the application for empanelment, at the discretion of Office of the University Engineer.

2. **Disputes Resolution**

If any dispute arises between Engineer-In-charge of works and consultants/Architect; initially dispute shall be resolved at the level of University Engineer, Dr. P.D.K.V., Akola. If dispute still remain unsolved, then the dispute shall be referred to the V.C. Dr. P.D.K.V., Akola and his decision in this regard will be final and binding on consultant/Engineer In-Charge.

3. **Termination**

The name of consulting Architect/Engineering firm will be liable to be deleted from the list of empanelment, by the Office of the University Engineer, Dr. P.D.K.V., Akola on following grounds.

- 1) Technical flaws are noticed persistently
- 2) The preliminary/detailed estimates are not found to be based on good engineering practices and sound technical knowledge.
- 3) Non completion of assigned job within stipulated/extended time limit or performance not to the satisfaction of Engineer in charge.
- 4) Deployment of inadequate/ unexperienced staff/Key personnel as observed by Engineer in charge.
- 5) Continued physical absence of the key person(s)/experts mentioned in the empanelment / contract document for the project assigned.
- 6) Willful disobedience of the instructions of Engineer In-Charge.

4. **Subletting the work**

No subletting of work is allowed.

5. **Arbitration (Arbitration act)**

No Arbitration is allowed.

6. **Other duties and functions**

The consultant shall perform all other duties and functions specified by the Engineer-in-charge.

7. **Miscellaneous**

The Consultant shall notify its program of inspection to the Government, who may, in their discretion, depute their respective representatives to be present during the inspection.

8. It is mandatory for the Architect/PMC firm to inform the projects allotted to them during the period of empanelment along with relevant documents to the Office of the University Engineer, Dr. P.D.K.V., Akola within 15 days from award of work/Job from any organization/ firm/ institute/ dept. / Govt./ Semi Govt. dept. in Form – 11.
9. It is the Policy that the Employer requires all bidders, suppliers, and contractors and their representatives observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Employer:
 - a) Defines, for the purposes of this provision, the terms set forth below as follows:
 - i) “Corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party:



- ii) “Fraudulent practice” is any act or omission, including a misrepresentation, that knowing or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - iii) “Collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
 - iv) “Coercive practice” is impairing, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - v) “Obstructive practice” is
 - Deliberately destroying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
 - Will reject a [proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;
 - Will sanction a firm or individual, including declaring ineligible, either indefinitely or for a stated period of time, to be awarded a future contract in Dr. P.D.K.V., Akola if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, the contract;
10. The performance of successful bidder will be observed poor during the Agreement period with related to tender conditions, the bidder will be black listed. Black listed agency will not be allowed to bid in Dr. P.D.K.V., Akola work for on period of 5 years from the date of black listing.
 11. Consultant’s having latest software solutions can be considered to be professional and hence a suitable wattage to be given to the Engineering / structural / architectural software, MS Project, Primavera, etc.
 12. The consultant need to take a suitable Professional Liability Insurance valid for duration of contract based on category in which he is selected.
 13. The selected consultant shall execute an agreement with University Engineer, Dr. P.D.K.V., Akola for a particular project which is allotted to him by Dr. P.D.K.V., Akola in proper format.



CHAPTER – IX

SCALE OF FEES FOR CONSULTANCY SERVICES CATEGORY WISE

S.N.	Consultancy Services	FEES STRUCTURE				
		Class I	Class II	Class III	Class IV	
		Unlimited Cost above 25 crore	Above 10 cr. upto 25 crore	Above 5 cr. upto 10 crore	Above 2cr. upto 5 crore	Above 1cr. upto 2crore
1	A) Architectural services for Preparation of Master Plan, Line plan, detailed plan, Based on line plan, elevation and sectional elevation, detailed structural designs and drawing along with drainage and electrical layouts, fire safety layouts etc., as per IGBC guidelines with Solar Passive Architecture.	1.5%	2.00%	2.25%	2.50%	2.75%
	B) Architectural services for Interior design and Furniture	0.8%	1%	1.2%	1.4%	1.6%
	C) Architect for conservation of buildings and restoration of old structures	0.8%	1%	1.2%	1.4%	1.6%
	D} Landscape Architecture	0.8%	1%	1.2%	1.4%	1.6%
2	PMC services for building including Architects and structural designer and proof consultancy etc.	3.00%	3.50%	3.75%	4.00%	4.25 %
3	PMC services for roads including structural designer and proof consultancy	3.00%	3.50%	3.75%	4.00%	4.25 %
4	Consultancy services for detailed structural cost designs of building project/ road projects (Percentage on Structural cost of building project)	1.00%	1.25%	1.5%	2.00%	2.5%



5	Consultancy Services for Electrical(HT/LT) & HVAC Work (Supervision)	1.5%	2.00%	2.25%	2.50%	2.75 %
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Note : P.M.C. services should be applicable above the cost of 3 cr. only

Architecture services below 1 Cr. estimated cost : 3% of the actual cost of the project provided that the fees for any single job

- 1) The scales of fees are exclusive of GST. The GST will be reimbursed separately as per the applicable rates notified by the Government. The Consultant will have to submit the GST registration number along with bill for reimbursement.
- 2) The employer reserve the right to curtail the scope of work from the above services at any stage and the decision of University Engineer in this regard will be final. The fees for reduced scope shall be decided by the University Engineer.
- 3) The percentage shown in the scale of fees for various services at Sr. No. 1, 2 & 3 shall be percentage of the total cost of technically sanctioned estimate for that project or awarded cost whichever is lower. However initial fees of 30% of total % cost of project will be paid in lump sum as an interim payment up to technical sanction OR as per the stages defined in the agreement. These initial fees in parts will be adjusted against the final payment.
- 4) Fees for consultancy services under category at Sr. No. 4 & shall correspond to the percentage of the cost of detailed estimate submitted by the consultant and approved by the employer, or awarded cost whichever is lower.
- 5) PMC: - The PMC will be paid fees as per the percentage indicated above. This percentage will correspond to the cost of technically sanctioned estimate by the concern authority or accepted tender cost of the project whichever is lower.
- 6) The fees for consultancy services for Sr. No. 1 will be based on the % cost of the preliminary estimates approved by the concern authority. However interim payment to the extent of 50 % of the cost indicated in preliminary estimates will be made till completion of the job and the same will be adjusted against the final payment.
- 7) The fees as per scale & schedule shall be paid only for accepted works by the competent authority.
- 8) Retention money as indicated in contract document will be deducted from the total fees payable to the consultant/Architect.
- 9) The empanelled consultant/Architect firm shall note that the project cost may vary till its completion. However there will be no increase in the total fees payable to the consultant on this account.
- 10) The empanelled consultant/Architect shall give written consent for the scale of fees & terms & conditions while submitting application.



Annexure- I
BRIEF SCOPE OF WORK

Sr. No.	Category of Consultant	Brief Scope of Work
1	A) Architectural services for Preparation of Master Plan, Line plan, detailed plan, Based on line plan, elevation and sectional elevation, detailed structural designs and drawing along with drainage and electrical layouts, fire safety layouts etc., as per IGBC guidelines with Solar Passive Architecture.	1) Survey with total station, Radial survey of Premises, 2) Preparation of contour plan and site plan, preparation of master plan based on requirement of user department, 3) Preparation of plan elevation, section, furniture layout, electrical layout, fire safety, allied layout, drainage layout and detailed site layout with road, electricity, ESR and other amenities etc. 4) Preparation of detailed drawing as per green building concept with solar passive Architecture /IGBC norms. 5) Site visit while actual execution. 6) Submission of In-built drawings of work executed and Documentation along with PPT presentation. 7) Preparation of Master Plan, detailed plan, sections designs, estimate/BOQ, tenders, drawings, structural designs. 8) GFCS for infrastructure works like building, roads, water supply & sewerage, electrical, HVAC, Firefighting, etc. in line with latest norms.
	B) Architectural services for Interior design and Furniture	1. Site evaluation & assessment 2. Interior design –space planning development & volumetric study. 3. Architectural additions & alterations 4. Design of fixed items of work, loose furniture & interior related civil works. 5. Illumination design 6. Sound & acoustic design 7. Graphic design & signage 8. Indoor plant scape 9. Selection of materials, equipment & other interior related elements 10. Integration of all Engineering services 11. Periodic inspection & evaluation of works at site. 12. Approval of work at various stages and issuance of Non Conformity reports. 13. Furnish a site evaluation & analysis report with approach to circulation, activity, distribution, interaction & external linkages. 14. Prepare drawings necessary for Clients / statutory approval & ensure compliance with codes, standards & legislation & obtained statutory approvals thereof, if required 15. Prepare working drawings, specification & schedule of quantities sufficient to prepare estimate of cost with estimate & tender documents. 16. Visit site of work & fabrication workshop.



		<p>17. Issue 2 set of as built drawings including services & structures.</p> <p>18. Approvals at DR. PDKV levels.</p> <p>19. MEP (Mechanical, Electrical and Plumbing) services.</p> <p>20. Acoustics designs.</p> <p>21. HVAC services.</p> <p>22. Structural design if any alteration/modification in structure is proposed.</p> <p>23. Along with PPT presentation.</p>
	C) Architect for conservation of buildings and restoration of old structures	<p>1. Preparation of conservation report</p> <p>2. Preparation of preliminary and working drawings</p> <p>3. Getting approval from old conservation buildings from clients</p> <p>4. Estimation, tender documents</p> <p>5. Site visit while actual execution</p> <p>6. Submission of input drawings of work executed and documentation along with ppt presentation</p>
	D) Consultant for Landscape Architecture	<p>1. Site appraisal and suitability,</p> <p>2. Site planning,</p> <p>3. Land form and grading,</p> <p>4. Surface drainage design & water management</p> <p>5. Irrigation design</p> <p>6. Open space design- hard and soft areas</p> <p>7. Planting design</p> <p>8. Landscape structure & features</p> <p>9. Garden furniture design,</p> <p>10. Illumination design</p> <p>11. Graphic design & signage</p> <p>12. Co-ordination of external services.</p> <p>13. Periodic inspection & evaluation of work at site.</p> <p>14. Prepare conceptual design incorporating required changes, sketches, drawings, along with estimate of cost.</p> <p>15. Prepare drawings necessary for Client's/ Statutory approvals & ensure compliance with codes, standards & legislation as applicable & assist the Client in obtaining the statutory approvals thereof, if required.</p> <p>16. Prepare working drawings, specifications & schedule of quantities sufficient to prepare estimate of cost & tender documents including code of practice.</p> <p>17. Submission of detailed estimate, Along with ppt presentation.</p> <p>18. Prepare & submit completion reports & drawings for the project & obtain "Completion / Occupancy Certificate" from statutory authorities, where ever required.</p> <p>19. Issue two set of as built drawings including structures & plantations. Etc.</p>



2	P.M.C. services for building including Architects and structural designer and proof consultancy etc.	<ol style="list-style-type: none"> 1. Pre Planning of site. 2. Site set up 3. Preparation of drawings with consultation to Architect and Structural Designer <ul style="list-style-type: none"> • Get corrected drawings from them. • Arrange their site visits & obtain certificates. 4. Making Bar Chart 5. Finalization of Amenities & specification with Client. 6. Quality analysis & estimation, design of structural elements, review of contractors own design. 7. Appointment of contractors. <ul style="list-style-type: none"> • Work agreement with them • Coordination with contractors • Get the work done from them • approve their bills 8. Appointment of Site staff <ul style="list-style-type: none"> • for technical supervision only. • Get the work done from them • Get daily reports done from them 9. Technical supervision <ul style="list-style-type: none"> • Supervision for quality of work • Supervision for schedule of work as per Bar chart • Safety precautions on site • Labour facility & their insurance 10. Submission of reports of work, <ul style="list-style-type: none"> • Approval of work at various stages. • Issuance of Non Conformity reports & monitoring its compliance. 11. Finalization of material suppliers <ul style="list-style-type: none"> • Finalizing material with them • Enter into rate contract with them • Making purchase order to finalized vendor. • Approve their invoices & submit them to client office 12. Possession <ul style="list-style-type: none"> • Requisite assistance for taking over possession of building after completing building in all respect • Handing over of all data of the project like drawings, work orders, rate contracts, certificates, reports, etc.
3	PMC services for roads / Water Supply System / Sewerage System/ Electricity T&D and street lighting including structural designer and proof consultancy	<ol style="list-style-type: none"> 1. Pre Planning of site 2. Site set up 3. Topographic survey <ul style="list-style-type: none"> • To carry out topographical survey including detail field survey • Review of the past study report and data • Secondary data collection • Traffic demand



	<p>To assign detailed design, proof checking and project management and including following broad categories:</p> <ol style="list-style-type: none"> 1. Road network including strong water drainage system 2. Water supply system 3. Sewerage system 4. Electricity T&D and street lighting 	<ul style="list-style-type: none"> • Engineering survey and investigation • Preparation of drawings and designs with consultation to Structural Designer related to geometric design, pavement design, bridges and structures designs, traffic design, drainage system design, water works design with hydraulic, sewerage design <ol style="list-style-type: none"> 4. Making Bar Chart 5. Finalization of Amenities & specification with Client. 6. Quality analysis & estimation, design of structural elements, review of contractors own design. 7. Appointment of contractors. <ul style="list-style-type: none"> • Work agreement with them • Coordination with contractors • Get the work done from them • approve their bills 8. Appointment of Site staff <ul style="list-style-type: none"> • for technical supervision only. • Get the work done from them • Get daily reports done from them 9. Technical supervision <ul style="list-style-type: none"> • Supervision for quality of work • Supervision for schedule of work as per Bar chart • Safety precautions on site • Labour facility & their insurance 10. Submission of reports of work, <ul style="list-style-type: none"> • Approval of work at various stages. • Issuance of Non Conformity reports & monitoring its compliance. 11. Finalization of material suppliers <ul style="list-style-type: none"> • Finalizing material with them • Enter into rate contract with them • Making purchase order to finalized vendor. • Approve their invoices & submit them to client office 12. Possession <ul style="list-style-type: none"> • Requisite assistance for taking over possession of building after completing building in all respect • Handing over of all data of the project like drawings, work orders, rate contracts, certificates, reports, etc.
4	<p>Consultancy services for detailed structural designs of building project.</p>	<ol style="list-style-type: none"> 1. Conceptualization, including associating with architects or other Professionals to arrive at an optimal design solution. 2. Design development 3. Detailed design, providing necessary assistance in proof checking including modifications in any & getting its approval from the client and or Proof consultant 4. Detailed Structural Drawing 5. Structural Specification 6. Quality assurance 7. Site visits as an when required by the client



		<p>8. Risk Assessment – Safety Standards & Structural integrity</p> <p>9. Structural repair, rehabilitation & retrofitting.</p> <p>10. Submission of Audit report along with observations and methodology of repairs. Along with ppt presentation.</p> <p>11.Green Rating for Integrated Habitat Assessment (Minister of Renewable Energy),Govt. of India</p> <p>Leadership in Energy & Environment Design</p>
5	ELECTRICAL WORKS (HT/LT) & HVAC WORKS	<ol style="list-style-type: none"> 1. Site Evaluation & Assessment 2. Preparation of Detail report which includes <ol style="list-style-type: none"> a. Load Calculation b. Incoming Supply Requirement c. Distribution System d. LUX Calculation Sheets e. Fire Alarm System f. CCTV & Networking System. g. ETAP analysis report. h. HVAC Distribution System i. Chiller Details j. AHU Details 3. Preparation of Detailed Working Drawings & SLD, specification & Bill of Quantities. 4. Approval from the authorities like MSEB etc. 5. Preparation of Tender Documents 6. Appointment of agencies 7. Making Bar Chart 8. Quality Assurances 9. Approval for make of materials like Cables/ Chillers/ AC's/AHU's etc 10. Periodic inspection & Evaluation of work at site & submission of reports 11. Preparation, Checking and submission of agencies Bill. 12. Handing over of Site along with all data of the projects like As-Built Drawings, work orders, inspection reports etc. 13. Requisite assistance for Maintenance of HT & LT Lines. 14. Requisite assistance for maintenance of HVAC Systems.

Note- Above scope is broadly mentioned. However depending upon the requirement of projects, details scope of work will be mentioned in tender documents/offer, which shall be binding upon consultants and fees shall be adjusted accordingly.



FORM – 1

APPLICATION FORM FOR EMPANELMENT

Sr. No.	Particulars	Details
1.	Name of Organization	
2.	Address	
3.	Contact Person	
4.	Telephone No.	
5.	Mobile No.	
6.	Fax No.	
7.	Email ID	
8.	Details regarding Demand Draft/Pay order for Scrutiny Fee as mentioned in EoI	
9.	Organization Details	Attached Separately in Form 2
10.	Details of Director/Partners/Proprietors	Attached Separately in Form 3
11.	List of Consultancy Assignments in completed	Attached Separately in Form 5
12.	List of Consultancy Assignments in progress	Attached Separately in Form 6
13.	Financial Status	Attached Separately
14.	List of permanent professional Employees and Key Personnel mentioning their specialization, Attached Separately qualifications, experience and association with the firm	Attached Separately
15.	List of equipment's available with the firm	Attached Separately
16.	Affidavit	Attached Separately

Signature of the Applicant

Name & Designation

Place:

Date:



FORM 2

ORGANIZATIONAL DETAILS

Sr. No.	Parameter	Details
1	Organizational Set-up: • Place of In Government Organization • Year of Establishment/ In Government Organization /Registration • Status of Firm (Proprietorship/Partnership/Limited/Any other) • Name of Directors/Partners/ Proprietors • Empanelment with Govt. Organizations (Mention names along with copies of Certificates)	
2	Employee Strength: • Principal Architects (nos.) • Junior Architects (nos.) • Urban Planner (nos.) • Interior Designers (nos.) • Civil Engineers (nos.) • MEP Engineers (nos.) • Advocates.	
3	Details of Office Automation:	
4	Outsourcing jobs: • Structural Design • Plumbing, Sanitary & Water Supply • MEP services • Fire Fighting/Detection System • Any Other	
5	Subjects related documents	

Note:-

- 1) Necessary documents to prove above facts shall be attached (duly attested).
- 2) Details of the CV's of Technical Staff along with proof of their employments with the firm, qualification should be submitted.
- 3) If required, Public Works Department may verify the submitted documents independently.
- 4) The Practicing Architects of the Architectural firm/Consultant should be registered with Council of Architects and valid certificate to that effect shall be enclosed.

**Signature of the Applicant
Name & Designation**

Place:

Date:



FORM – 3

EMPANELLED FOR:-

DETAILS OF DIRECTORS/PARTNERS/PROPRIETORS

Sr. No.	Name of Director/Partners/Proprietors	Academic Qualification	Designation	Address/Phone/Fax /Email
1.				
2.				
3.				
4.				

Signature of the Applicant
Name & Designation

Place:

Date:



FORM – 4

EMPANELLED FOR:-

NUMBER OF PERSONAL IN THE ORGANIZATIONAL OR ASSOCIATE FIRMS

Sr. No.	KEY PERSONAL	Designation	Number		
			Experience > 10 years	Experience between 5 to 10 years	Experience between 2 to 5 years
1.					
2.					
3.					
4.					

**Signature of the Applicant
Name & Designation**

Place:

Date:

Note:-

1. The details of the key personnel for Corresponding Consultancy service must be entered
2. In case there is any change in the list of Key personal after empanelment, then such changes shall be got approved from the Office of the University Engineer , Dr. P.D.K.V., Akola prior to the appointment of New Key personal. However the max number of changes shall be limited to 30 % of the total no. of key personals indicated in this form.
3. If the replacement of key personals exceeds 30 % then fresh empanelment will be mandatory.
4. The qualification & experience of the replaced key personal shall be equal or higher than the key person being replaced.
5. Detailed C.V. of the above key personnel along with Certificate issued by the firm regarding employment of the professional with the firm (clearly indicating date of employment with the firm) shall be attached.

**Signature of the Applicant
Name & Designation**

Place:

Date:



FORM – 5

EMPANELLED FOR:-

LIST OF CONSULTANCY ASSIGNMENTS COMPLETED

S r . N o .	Name of the compl eted Work /Proje ct with addre ss	Short description of Architectur al OR Consultanc y Assignment as Prime consultant OR JV OR Associate	Scope of Servic es render ed	Name & Address of Owner/ Client	Value of Work/ Project	Fees receiv ed in INR (Lakhs)	Date of start of Work/Proj ect		Date of completion of Work/Proje ct		Liqu idate d Dam agees , if any, impo sed on Cons ultan t	Any other relev ent infor matio n
							Stip ulat ed	Act ual	Stip ulat ed	Actu al		
1	2	3	4	5	6	7	8	9	10	11	12	13

Note :-

- 1) The list of Works/Projects mentioned above should be substantiated with documentary evidence such as Work Orders/Contract Agreements and Completion Certificates duly attested.
- 2) Applications received without necessary documentary evidence are liable to be rejected.
- 3) Certificate from client issued by an officer not below the rank of Executive Engineer or equivalent for Govt./Semi Govt. works & authorized Signatory of Private Institutes shall be attached.

**Signature of the Applicant
Name & Designation**

Place:

Date:



FORM – 6

EMPANELLED FOR:-

LIST OF MAJOR CONSULTANCY ASSIGNMENTS - COMPLETED, IN PROGRESS

Sr. No.	Name of Work/Project in progress with Address	Short description Architectural OR Consultancy Assignment Prime consultant OR JV OR Associate	Name & Add. Of Owner	Scope of Services to be provided	Value of Work/Project	Date of start of Work/Project	Stipulated time of Completion	Status of Work	Expected Date of Completion	Any other relevant information
1	2	3	4	5	6	7	8	9	10	11

Note:

- 1) The list of Works/Projects mentioned above should be substantiated with documentary evidence such as Work Orders/Contract Agreements duly attested.
- 2) Applications received without necessary documentary evidence are liable to be rejected.

**Signature of the Applicant
Name & Designation**

Place:

Date:



FORM – 7

FINANCIAL STATUS

Sr. No.	Financial Year	Turnover (Consultancy Fee) (Rs.)
1.	2018-2019	Rs.
2.	2019-2020	Rs.
3.	2020-2021	Rs.

Note: Certified copies of audited Balance Sheets/Chartered Accountants
Certificates to be enclosed.

**Signature of the Applicant
Name & Designation**

Place:

Date:



FORM – 8

EMPANELLED FOR:-

LIST OF EQUIPMENTS AVAILABLE WITH THE FIRM

Sr. No.	Name of Equipment	Type	Year of make	Nos.
1	2	3	4	5
1	Computers / Printers			
2	Plotters			
3	Software			
4	Additional equipment's if any			

Signature of the Applicant
Name & Designation

Place:

Date:



FORM – 9

DETAILS OF LITIGATION/DISPUTE OVER LAST 7 YEARS

Sr. No.	Particulars of Litigation/Arbitration/ Disputes/Actions	Name of Party/Institute/ Organization concern against whom the litigation/arbitration is preferred	Date of Litigation/ Arbitration	Present stage of Litigation/ Arbitration	Remarks
1	2	3	4	5	6

Signature of the Applicant
Name & Designation

Place:

Date:



FORM No. – 10

DETAILS OF AWARDS

Sr. No.	Particulars of Award	Name of Party/Institute/Organization concern against whom the awards	Date of awards	Remarks
1	2	3	4	5

Place:

Date:

**Signature of the Applicant
Name & Designation**



FORM No. – 11

WORKS/JOB ASSIGNED DURING PERIOD OF EMPANELMENT

Sr. No.	Name of Work, Project with Address	Consultancy assignment as prime consultant OR Joint Venture OR Associates	Value of Project	Scale of Fees decided
1	2	3	4	5

Signature of the Applicant
Name & Designation

Place:

Date:



Annexure –II

AFFIDAVIT

(TO BE SUBMITTED ON NON JUDICIAL STAMP PAPER OF MINIMUM Rs100/- DULY
CERTIFIED BY NOTARY PUBLIC)

Affidavit of Mr.S/o
R/o.....

I, the deponent above named do hereby solemnly affirm and declare as under:

- 1) That I am the Proprietor / Authorized signatory of M/s.having its Head Office /Regd. Office at
- 2) That the information / documents / Experience certificate(s) submitted by M/s.....along with this 'Expression of Interest for Empanelment of Architects, /Consultants' to University Engineer, Dr. P.D.K.V., Akola are genuine and true and nothing has been concealed.
- 3) I shall have no objection in case University Engineer, Dr. P.D.K.V., Akola verifies them from issuing authority(s). I shall also have no objection in producing the original copy of the document(s), in case University Engineer, Dr. P.D.K.V., Akola demand so for verification.
- 4) I hereby confirm that in case, any document, information & /or certificate submitted by me is found to be incorrect/false/fabricated, University Engineer, Dr. P.D.K.V., Akola at its discretion may disqualify / reject my application for prequalification out rightly and also debar me/ M/s.....from participating in any future tenders/ EOIs.

Deponent

I,, the Proprietor / Authorized signatory of M/s., do hereby confirm that the contents of the above Affidavit are true to my knowledge and nothing has been concealed there from and that no part of it is false.

Verified atthisday of



Annexure III

(Affidavit to be submitted by the Agency on a non-judicial stamp paper of value Rs. 100/-, in the hard copy to the TIA)

Date:

AFFIDAVIT

I/We,, S/O. Resident
of Contractor /
Partner or sole Proprietor (strike out which is not applicable) of firm
M/s..... do hereby solemnly affirms and declare that our Individual /
firm / companies is not blacklisted by any State / Central Govt. Deptt. or any PSUs.

Place:

Date:

DEPONENT

Address:
.....
.....



EXHIBIT I
AGREEMENT IN Rs. 500/- STAMP PAPER
(Sample Copy Not to be filled here)

AGREEMENT FOR PROVIDING CONSULTANCY SERVICES FOR “NAME OF WORK”

This Agreement is made at _____ on this _____ day of _____ by and between the Office of the University Engineer, Dr. P.D.K.V., Akola

AND

“**AGENCY NAME**” having its Registered “**AGENCY ADDRESS**” (hereinafter called “**CONSULTANTS**” which expression shall unless it is repugnant to the context or meaning thereof be deemed to include the Survivors or Survivor of them and the heirs, executors and administrations of the Company and their his or her assigns of other part)

WHEREAS:

1. The OWNERS are desirous of development of “.....Name of Work.....”.
2. AND WHEREAS the OWNERS requested the CONSULTANTS to undertake the Consultancy services for the said work.
3. AND WHEREAS the CONSULTANTS have agreed to provide the services assigned (Annexure-2 Scope of Work), as they have the required professional skills, personnel and technical resources subject to the terms and conditions set forth in this agreement as per Annexure-1.
4. AND WHEREAS THE CONSULTANTS have submitted their financial offer as per Annexure-3 is accepted by University Engineer, Dr. P.D.K.V., Akola.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO as under:

The basic objective of the study is for providing “.....Name of Work.....”.

- i) CONSULTANTS shall perform the study in pursuant to scope of work, letter of intent issued by the OWNER for the assignment.
- ii) OWNER shall pay to the CONSULTANTS for its services pursuant to its Consultancy Service Proposal dated _____ and payment shall be made in accordance with the schedule of payment mentioned in TOR of bid document.
- iii) Words and expressions shall have the same meaning as are respectively assigned to them in the scope of work as mentioned in the offer letter dated _____ of CONSULTANTS, a copy whereof is annexed herewith.
- iv) In consideration of the payment to be made by the OWNER to the CONSULTANTS as hereinafter mentioned, CONSULTANTS hereby agree with the OWNER to perform/provide their services in conformity with the provisions of the AGREEMENT and as per the scope of work.
- v) The OWNER hereby agrees to pay the CONSULTANTS in consideration of the performance of the Services such amounts as may become payable at times and in manner prescribed in CONSULTANCY AGREEMENT.
- vi) The CONSULTANTS shall be responsible for completion of the said assignment in
Dr. Panjabrao Deshmukh Krushi Vidyapeeth, Akola Project Area to the satisfaction of the



OWNER.

- vii) The broad scope of services required to be provided by the CONSULTANTS to the OWNER are as described in the bid document.

2. **PAYMENT:** The OWNER shall pay to the CONSULTANTS as per Annexure-3.

3. **DELIVERABLES:** The schedule of deliverables will be in accordance with the Terms of Reference provided by the OWNER in bid document and agreed to by the CONSULTANTS.

4. Subject as aforesaid the CONSULTANT shall obtain all necessary NOC's permissions sanctions and extensions etc. from the concerned authorities with reference to this assignment.

5. It shall be the responsibility of the CONSULTANTS to complete the assignment in prescribed period as defined in bid document.

6. The following documents attached hereto shall be deemed to form an integral part of AGREEMENT:

A) Bid Document prepared and issued by OWNERS to CONSULTANTS along with agreed deviations/modifications if any, minutes of pre-bid meeting etc.

B) The CONSULTANTS Financial offer vide letter No. vide letter No. Nil dated _____

C) Letter of Acceptance No. _____ of the OWNERS to the CONSULTANTS etc.

D) Power of Attorney in favor of _____ to sign the Technical and Financial proposal and all other relevant documents for the above said project.

7. The OWNER reserves the right to appoint separate consultant for the project consultancy for which OWNER will pay separately.

8. The CONSULTANTS shall treat as confidential and maintain confidentiality of all the documents and information received from the OWNERS.

9. The CONSULTANTS shall supply 5 (Five) copies of each document. OWNERS will have copy right on the report. One copy of each final document/report can be kept by the CONSULTANTS but he shall not use the same for any business except an entry in his profile.

10. Any dispute (s) between the Parties herein as to matters arising pursuant to this contract which cannot be settled amicably within thirty (30) days after receipt by one party on the other party's request for such amicable settlement may be submitted by either party for settlement to sole arbitration of Mr. Dr. P.D.K.V., Akola who shall decide the dispute as far as possible within eight weeks and whose decision shall be binding on both the parties under the provisions of Arbitration and Reconciliation Act. All the parties to the proceeding shall bear their own cost. All the parties to the proceeding shall bear their own cost.

All the parties to the proceeding shall bear their own cost.

IN WITNESS WHEREOF, the parties hereto have hereunto set and subscribed their respective hands and seals the day and year first hereinabove written.

THE SCHEDULE ABOVE REFERRED TO:

Signed, sealed and delivered by the
Within named OWNERS

University engineer
Dr. Panjabrao Deshmukh Krishi
Vidyapeeth, Akola



in the Presence of:

WITNESS:

- (1) _____
(2) _____

“.....Agency name.....”.

Team Leader

Signed Sealed and Delivered by
Within named CONSULTANT)

in the Presence of:

WITNESS:

- (1) _____
(2) _____

Sample Copy Not To Be Filled Here

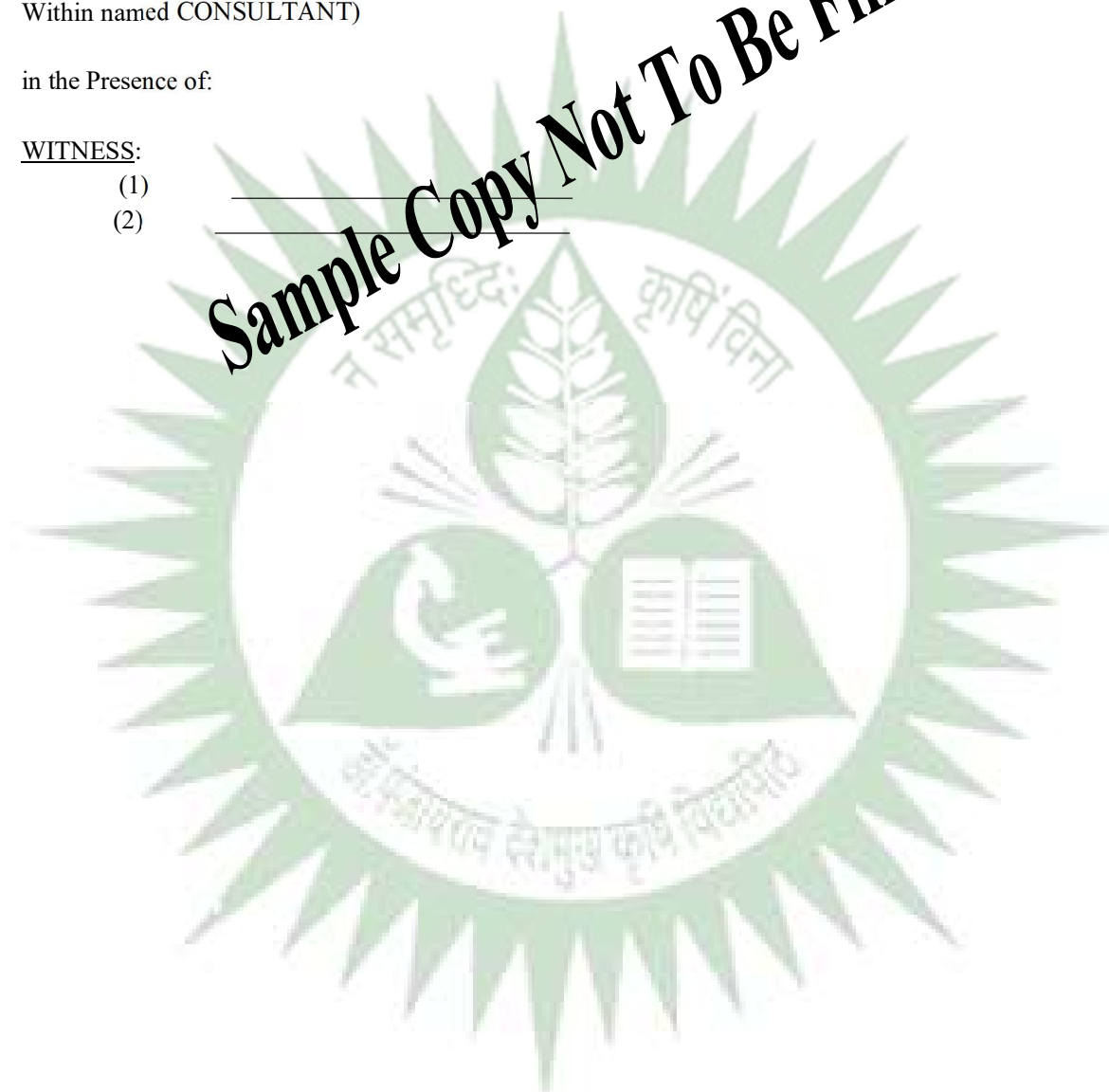




EXHIBIT II
FORMAT OF PERFORMANCE SECURITY

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)

In consideration of the[Insert name of the Successful Bidder with its address]
agreeing to undertake the obligations under the tender document dated _____ (the “Tender Document”) issued by DR. PDKV., AKOLA (herein after referred to as “**Dr. PDKV**”), agreeing to give on lease the Plot admeasuring -----sq.mtr. in Dr. PDKV Notified Area, Akola (the “**Plot**”) for Leasing of Plot. (the “**Project**”) through bidding process, the [Insert name and address of the bank issuing the guarantee and address of the head office] (hereinafter referred to as “**Guarantor Bank**”) hereby agrees unequivocally, irrevocably and unconditionally to pay to DR. PDKV[Insert address of Dr. PDKV] forthwith on demand in writing from DR. PDKV or any Officer authorized by it in this behalf, any amount up to and not exceeding ----- (the “**PS**”).

1. This PS shall remain valid and binding on the Guarantor Bank up to the completion of minimum 50% of construction on the Plot within the period stipulated or the extension thereof permitted under the Tender Document and commencement of the Star Category & Budget Hotel by the Successful Bidder and shall in no event be terminable by notice or any change in the constitution of the Guarantor Bank or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alterations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.
2. Our liability under this PS is restricted to ----- only). DR. PDKV
3. shall be entitled to invoke this PS up to 30 (thirty) days of the last date of the validity of this PS by issuance of a written demand to invoke this security.
4. The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand from DR. PDKV, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to DR. PDKV.
5. The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by [Insert name of the Successful Bidder] and/or any other person. The Guarantor Bank shall not require DR. PDKV to justify the invocation of this PS, nor shall the Guarantor Bank have any recourse against DR. PDKV in respect of any payment made hereunder.
6. This PS shall be interpreted in accordance with the laws of India and the courts at Mumbai (in State of Maharashtra, India) shall have exclusive jurisdiction.
7. The Guarantor Bank represents that this PS has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein. This PS shall not be affected in any manner by reason of merger, amalgamation, restructuring, liquidation, winding up, dissolution or any other change in the constitution of the



Guarantor Bank.

8. This PS shall be a primary obligation of the Guarantor Bank and accordingly DR. PDKV shall not be obliged before enforcing this PS to take any action in any court or arbitral proceedings against the Successful Bidder, to make any claim against or any demand on the Successful Bidder or to give any notice to the Successful Bidder or to enforce any security held by DR. PDKV or to exercise, levy or enforce any distress, diligence or other process against the Successful Bidder.
9. The Guarantor Bank acknowledges that this PS is not personal to DR. PDKV and may be assigned, in whole or in part, (whether absolutely or by way of security) by DR. PDKV to any entity to whom it is entitled to assign its rights and obligations under the Leave & License Agreement /Lease Deed in respect of the Plot.
10. The Guarantor Bank hereby agrees and acknowledges that DR. PDKV shall have a right to invoke this PS either in part or in full, as it may deem fit. Notwithstanding anything contained hereinabove, our liability under this PS is restricted to ----- only) and it shall remain in force for the period as stipulated in Clause 1 of this PS with an additional claim period of 30 (thirty) days thereafter. This PS shall be extended from time to time for such period, as may be desired by [Insert name of the Successful Bidder]. We are liable to pay the guarantee amount or any part thereof under this PS only if DR. PDKV serves upon us a written claim or demand.

In witness whereof the Guarantor Bank, through its authorized officer, has set its hand and stamp on thisday of at

Witness:

1.

Name and Address.

Signature

Name:

2.

Name and Address

Designation with Guarantor Bank Stamp

Attorney as per power of attorney No.

For:..... [Insert Name of the Guarantor Bank]

Banker's Stamp and Full Address:

Dated this day of 20.....

Note: The Stamp Paper should be in the name of the Guarantor Bank. This date shall be one (1) month after the validity.



VOLUME II





VOLUME -II (PART -A)

Annexure-1

(A) CONDITIONS OF CONTRACT FOR PROJECT MANAGEMENT CONSULTANTS

1. Definitions

For the purpose of the agreement, the following words and expressions shall have the meaning hereby assigned to them except where the context otherwise requires:

- a) Approved means approved by Office of the University Engineer in writing including subsequent confirmation of previous approval and Approval means approval by Office of the University Engineer in writing as above said.
- b) Applicable Law means the laws and any other instruments having the force of law in India.
- c) Architect firm /Consultant mean any private or public entity that will provide the Services to Office of the University Engineer under the Contract.
- d) Building shall mean the Construction of proposed building.
- e) Contract means the documents forming the tender and acceptance thereof and the formal agreement executed between Office of the University Engineer and the contractor, together with the documents referred to therein including these conditions, the specifications, design brief, basic drawings and instructions issued from time to time by the Engineer-in-Charge and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
- f) Contract Price means the price to be paid for the performance of the Services, in accordance with mode of payment.
- g) Engineer-in-Charge means the Engineer as may be duly appointed and authorized in writing by Office of the University Engineer to act as “Engineer-in-charge” on his behalf for the purpose of the contract, to perform the duty set forth in this General condition of contracts and other contract documents.
- h) Estimated Cost means estimated cost put to tender for inviting financial bid from the Architect firm/Consultant for Architectural planning, designing and detailing.
- i) In writing means communicated in written form with proof of receipt.
- j) Language means all documents and correspondence in respect of this contract shall be in English Language.
- k) Letter of Award (LOA)/Letter of Intent (LOI) shall mean Office of the University Engineer letter or notification conveying his acceptance of the tender subject to such conditions as may have been stated therein.
- l) Month means English Calendar month „Day“ means a Calendar day of 24 Hrs each.
- m) Office of the University Engineer shall means “University Engineer Dr. P.D.K.V., Akola”,
- n) Site shall mean the site of the contract/Architectural works including any building/road works and erection thereon and any other land adjoining thereto (inclusive) as previously mentioned allotted by Office of the University Engineer or the Engineer for the contract’s use.



- o) Services means the work to be performed by the Consultant pursuant to this Contract, as described in Bid Document.
- p) Sub-Consultants means any person or entity to whom /which the Consultant subcontracts any part of the Specialized Services.
- q) Writing means any manuscript typed written or printed statement under or over signature and/or seal as the case maybe.
- r) Words imparting the singular meaning only also include the plurals and vice versa where the context requires. Words importing persons or parties shall include firms, corporations, and organizations having legal capacities.
- s) The headings in the clauses/conditions of contract are for convenience only and shall not be used for interpretation of the clause/condition.

2. Scope of Work: 1) FOR P.M.C. SERVICES Please Refer Annexure 2

3. Payment of Remuneration for PMC:

- i. The fee includes planning, designing and supervision during construction of the project, travel expenses towards supervision, for attending meetings with Office of the University Engineer, visits to local authorities, Visit for Testing of Material etc. by the Consultant and or by their technical persons. For all contracts having estimated project cost as per NIT valuing Rs. 100 crores & above, in addition to above, the fees should also include cost of providing local representative (Architect / engineer) for day to day liaisoning and all expenses shall be borne by the consultant. In case of non-deployment, recovery @ Rs. 5000/- per month shall be made from the running bills of the Consultants upto the cost of Rs. 5 cr. of NIT & it will be increased 10% per net Rs. 5 cr of NIT.
- ii. All payments shall be made in Indian currency only.
- iii. The Consultancy Fee: Office of the University Engineer agrees to pay the Architect firm/Consultant fees for the professional services to be rendered by them as herein above described at Chapter-IX "Scale of fees". The payment of fee to the Architect firm/consultant shall be restricted to the project cost. For the purpose of payment of fees, the project cost shall be lowest of the following:
 - a. The actual cost of the project on completion; or
 - b. DPR /preliminary cost approved by Office of the University Engineer;
or
 - c. Estimated cost of the project put to tender.The actual completion cost of the project or DPR /preliminary cost approved by Office of the University Engineer or Estimated cost of the project put to tender shall not include the following:
 - a. Cost of land, if any.
 - b. Payment to statutory bodies/local authorities/Green Building Certification Authorities/State/Central Government.
 - c. Any fee, deposit and payment towards services rendered by local authorities/State/Central Govt.
 - d. Contingencies charges
 - e. Escalation in tendered cost of work due to variations in the cost of labour, material, specifications etc. shall not be paid



- iv. The above fee at 3.1 (i) is inclusive of fee payable by the consultant to any other consultant/Associate(s) and nothing extra shall be payable by Office of the University Engineer for this purpose.
- v. The Architect/ Consultant shall submit all running bills and final bill to Office of the University Engineer with the required documents e.g. measurement sheet and Tax invoice etc.
- vi. No advance on any account what so ever will be paid to the agency.

4. Mode of payment:

The Consultancy fees will be paid for each stage of consultancy work as given in the payment schedule.

Deliverables: The following need to be submitted during the course of the consultancy as per agreed schedule. All the deliverables are required to be submitted in soft and hard copy.

Pretender Activities:

Sr. No.	Stage Report	No. of copies
1.	Detailed engineering survey & Investigation, storm water drainage study	3+1 soft copy (*.dwg& *.pdf format)
2.	Buildings or Roads C. D. works structure design & specification	3+1 soft copy (*.dwg& *.pdf format)
3.	Electricity transmission & distribution and Street light design	3+1 soft copy (*.dwg& *.pdf format)
4.	Design of Water supply and Sewerage	3+1 soft copy (*.dwg& *.pdf format)
5.	Estimation, preparation of BOQ, specification tender drawing, Bid document, etc.	3+1 soft copy (*.dwg& *.pdf format)
6.	Submission of Detailed project report	3+1 soft copy (*.dwg& *.pdf format)

Payment for Pretender Activities:

- i) The Pretender activity period shall start from the date of award of consultancy and for the period mentioned in the agreement.
- ii) The Payment for this activity and during its period shall be on lump sum basis at the percentage rates prescribed below :
 - a) After unequivocal acceptance of letter : 3 % of the offer
Of award and submission of Insurance Policies.
 - b) Pretender activities including survey : 3 % of the offer.
Investigations, preparation of GAD/
Alignment plan and getting approval of



Client in sufficient details for
Incorporation in tender documents.

- c) Preparation of detailed estimate and getting : 2 % of the offer
Technical approval from the designate
Authority of client
- d) Preparation of draft tender document, : 2 % of the offer
Getting approval from the designate
Authority of client
- e) Providing 15 numbers of tender copies, : 5 % of the offer
Tender evaluation and other work up-to the
Award of work
- f) **Total :15 % of the offer**

5) Penalty for Delay in Pretender Activities:

The period for pretender activities is specified in data sheet. If the consultant does not complete the pretender activities within the period as stipulated in the data sheet then the above 15% payment to him towards the pretender activities will be reduced by 2% for every additional month. If subsequent additional month is consumed by him for pretender activities additional 2% shall be reduced. To make the matter more clear, if there is a delay of 1 month, the total fee payable will be 13%. If it is delayed by 2 months the fee payable will be 11% and so on. Such reduction shall be limited to the 10% of the total fees.

6) Extension to time limit to Pretender Activities:

- a) If there is genuine delay to complete the pretender activities by the consultant then the consultant should obtain valid extension for the prescribed period of pretender activities.
- b) The reduction in the fees made for the delay will not be released unless the valid extension is granted for pretender activities.
- c) The decision of designate authority for granting extension and penalty shall be final and binding.

7) Foreclosure of agreement after Pretender Activities:

If after completing the pretender activities, the UNIVERSITY ENGINEER decide not to proceed with the post tender activities, then the UNIVERSITY ENGINEER will have the right to foreclose the agreement.



8) Payment for Post Tender Activities:

- i) The post tender activities shall come into effect from the date of award of construction contract and shall be for period as mentioned in agreement.
- ii) The payment for this activity and during its period shall be at the percentage rates as prescribed below:
 - a) During actual execution of the work : 70% of the offer
on a monthly basis spread over a
period of construction.
 - b) Preparation and submission of final bills : 5 % of the offer.
of work
 - c) During defect liability maintenance period : 5 % of the offer.
On a quarter basis spread over defect
Liability/ maintenance period at a uniform rate.
 - d) On completion of consultants assignment i.e. at : 5 % of the offer.
the end of defect Liability/ maintenance period

8.i) Payment of fees during actual execution

the fee of 70% for the post tender activity will be divided into two categories and paid in the following manner and ratio

- a) Time related fees = 40%
- b) Progress related fees = 60%

8.ii) Time related fees :

1) The time related fees would be payable as below:

2) Fee to be paid every month

$$= \frac{40}{100} \times \frac{70}{100} \times \frac{P}{100} \times \frac{\text{Estimated cost of Project}}{\text{Original scheduled period of completion for work in months}}$$

Where

P = % offer quoted by the consultant (of estimated cost of project)

- ii (a) The fee will be payable to the consultant as per the above formula for the scheduled period of completion and also a further period of 3 months if valid extension is given to the consultant, subject to conformance to TOR.



- ii (b) If a further valid extension is given to the consultant, the fee payable to the consultant every month beyond 3 months of original time period subject to conformance to TOR shall be,

$$= \frac{40}{100} \times \frac{70}{100} \times \frac{P}{100} \times \frac{\text{Estimated cost of Project given in data sheet}}{\text{Original scheduled period of completion for work in months}}$$

Where

P = % offer quoted by the consultant

8.iii) Progress Related Fees

The progress related fees would be paid as below :

Fee to be paid every month

$$= \frac{60}{100} \times \frac{70}{100} \times \frac{P}{100} \times \frac{\text{Cost of the work done during the month}}{\text{By the construction contractor}} \times \frac{\text{Estimated cost of Project}}{\text{as given in data sheet}} \times \frac{\text{Tender cost of the work}}{\text{Tender cost of the work}}$$

Where

P = % offer quoted by the consultant

The cost of the work done by agency will exclude the payment made towards price escalation, Mobilization Advance and Machinery Advance. Similarly the recovery of Mobilization Advance will not be reflected in working out the fees due to the consultant.

PMC fees in case of packaging of work :

In the event the work is split for the purpose of executing into a number of packages the payment of the above fees would be done in the following manner

Time related fees to be payable every month for the package, subject to compliance of TOR

$$= \frac{40}{100} \times \frac{70}{100} \times \frac{P}{100} \times \frac{\text{Estimated cost of Package (Di)}}{\text{Original scheduled period of completion for work in month}}$$



Progress related fees to be paid for the package

$$= \frac{60}{100} \times \frac{70}{100} \times \frac{P}{100} \times \frac{\text{Cost of the work done in the package}}{\text{Estimated cost}} \times \frac{\text{during the month By the agency(excluding escalations)}}{\text{Tender cost of the package}} \times \text{of package (Di)}$$

The total estimated cost of all such packages aggregates to the estimated cost of the work in the data sheet. In case the consultant's estimate of the work differs from the estimated cost (D) in the data sheet of the work is split in the packages, the estimated cost of packages (Di) shall be proportionately worked out at based on consultant's estimation.

8.iv) Payment of fees during defect liability

- i) During the defect liability period the consultant will be paid every quarter of defect liability period at the following rate of fee/ quarter

$$= \frac{1}{4} \times \frac{5}{100} \times \frac{P}{100} \times \frac{\text{Estimated cost of work as per data sheet}}{\text{Defect liability period in years}}$$

Where

P = % offer quoted by the consultant

8.v) Payment of fees after defect liability

- i) After the Defect Liability it for the purpose of settlement of claims or court cases the services of Team Leader are to be made available to the client. The payment for such services shall be at 0.15 times the man month rate for Team Leader (As quoted under variation) with travel and other incidental expenses per visit shall be payable to the consultants for every such visit. The maximum period up-to which the consultant have to provide his services, for settlement of court cases/ claims shall be 5 years after defect liability period.
- ii) All Design and Drawings like structural Detail, architectural details, Survey Drawings etc. is to be prepared by consultant. Design details shall be got proof checked by Local Municipal Corporation Authorities/State/ Central Govt. or from any of the IITs/NITs/Institution, approved by Office of the University Engineer. The consultant has the obligation to make as many required modification in the design incorporating the observation of above authority and re-submit the design and drawing. Fees of proof checking institution/agency shall be paid after the submission of design reports to Office of the University Engineer.
- iii) **No request for extra/enhancement fees in the scheduled period of construction of the project shall be entertained by Office of the University Engineer. However, PMC is entitled for enhancement in their fees by 5% p.a. only if the project time extends by, plus 12months of the construction period, provided PMC is not responsible for the delay. The decision of Office of the University Engineer in this regard shall be final and binding on the consultant.**



- iv) Payment of fees for the purpose of settlement of claims / disputes or Court case etc. If for the purpose of settlement of claims/disputes or court cases etc., if the services of concerned relevant person of the consultant are to be made available to the Office of the University Engineer, the payment for such services shall be at the stipulated rates in the Agreement. In absence of the stipulated rates, the rates to be paid shall be mutually agreed. The maximum period up to which the Consultant has to provide his services, for settlement of court cases / claims/Disputes etc. shall be 2 years after expiry of Defect Liability Period of the construction contract.

9. Additions, Alterations and Variation:

- i. Office of the University Engineer shall have the right to request in writing for additions alterations, modifications or deletions in the design and drawing of any part of the work and to request in writing for additional work in connection therewith and the consultants shall comply with such requests without any extra cost.
No extra payment shall be made to Consultant by Office of the University Engineer on account of such Additions & Alterations as enumerated above, provided the total built up area remains same.
- ii. The consultant shall not make any material deviation, alteration, addition to or omission from the work except without first obtaining the written consent of Office of the University Engineer.
- iii. Variations: The overall variations in actual cost of project w.r.t. the approved estimated cost by more than 10% (Ten percent), Consultant shall be levied penalty maximum up to 10% of the consultancy fees and shall be recovered from their final bill. The decision of the Engineer-in-charge in this regard shall be final and binding on the Architect firm/Consultant.
- iv. If the work in full or part is withdrawn by [Office of the University Engineer](#), the same shall be withdrawn from the scope of consultant and proportionate consultancy fee shall be paid only up to the stage for which the consultancy work has been completed. The consultant shall have no further claimed whatsoever on this account on [Office of the University Engineer](#).
- v. If any additional works are awarded by [Office of the University Engineer](#), the consultant shall carry out additional work. However, this will be considered subject to the satisfactory performance of the consultant, the consultancy fee shall be calculated as per payments decided by [Office of the University Engineer](#), and the consultant shall have no further claim whatsoever on this account of [Office of the University Engineer](#).
- vi. Notwithstanding anything stated anywhere else, the milestone-linked payment to the consultant as per table under Clause 4.0 shall be payable subject to the condition of project getting sanctioned only. However, in case the project is not sanctioned, the payment liability of Office of the University Engineer to the consultant shall be limited to the extent as provided in the Clause 4.0 mentioned above and no claim, whatsoever of the consultant shall be admissible in this regard.



10. Taxes and Duties

- i. The contract price is inclusive of all taxes, duties, cess and statutory levies payable under any law (as applicable on the date of submission of bid) by the contractor in connection with execution of the contract except for GST, which will be paid extra as applicable.
- ii. Notwithstanding anything contained in clause 6.i, the consultant shall ensure payment of appropriate tax on the supplies made under the contract. The consultant shall take registration under the applicable enactment levying tax on supply of goods or services under the contract and issue invoice having all the particulars prescribed under the applicable provisions of the law, including description of goods/services, rate and amount of tax paid or payable on the supplies made under the contract, so that Office of the University Engineer can avail credit of such tax, wherever applicable. The consultant shall comply with all applicable provision of Goods and Service Tax (GST) levied by Union Government and State Governments (CGST, UTGST, SGST and IGST). The consultant shall get himself registered and discharge his obligations for payment of taxes, filing of returns etc. under the appropriate provisions of law in respect of all the tax, duties, levies, cess, etc. Office of the University Engineer would have right to seek necessary evidence that the consultant is registered under the law and duly discharging its obligations under the tax law, enabling Office of the University Engineer to avail input tax credit.
- iii. In case any law requires Office of the University Engineer to pay tax on the contract price on reverse charge basis, the amount of tax deposited by Office of the University Engineer would be considered as paid to the consultant and, accordingly, the price payable to the consultant would stand reduced to that extent.
- iv. In case the consultant does not deposit the tax payable on execution of the contract, or has not provided the tax invoice to Office of the University Engineer showing the amount of tax, or has not submitted the documents as per prevailing law, leading to non-availability of inputs credit of the tax to Office of the University Engineer, the amount equivalent to such tax shall be deducted from the contract price.
- v. Stamp duty and registration charges, if any, payable on the executed contract document, shall be borne by the consultant.
- vi. Tax deduction at source, if any, shall be made by Office of the University Engineer as per law applicable from time to time from the amount payable to the consultant.
- vii. The consultant has to register himself in GST Act as per applicable law and submit the details.



11. Performance Security/Guarantee

- i. For the due performance of the contract in accordance with the terms and conditions specified, the consultant shall on the day or before signing the contract which shall not be later than 15 (Fifteen) days of the issue of the Letter of Award/ Letter of Intent, furnish performance security / Guarantee on the Performa of Office of the University Engineer from a Nationalized/Scheduled Bank to the extent of 5% of the value of total consultancy fees of consultant (at this stage it shall be worked out considering the estimated project cost). The Bank Guarantee shall remain valid till stipulated time for completion of work including Defect Liability Period plus 30 days.
- ii. The Bank Guarantee shall be in favor of Office of the University Engineer, Dr. P.D.K.V., Akola. The Bank Guarantee should be **(in the prescribed format of Office of the University Engineer as per Exhibit-II Pg. no. 51)** issued from any Nationalized Bank /Scheduled Bank.
- iii. It is expressly understood and agreed that the performance security is intended to secure the performance of entire contract. It is also expressly understood and agreed that the performance security is not to be construed to cover any damages detailed/ stipulated in various clauses in the Contract document.
- iv. Office of the University Engineer reserve the right of forfeiture of the performance guarantee in additions to other claims and penalties in the event of the consultant's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract.
- v. Should the stipulated time for completion of work, for whatever reason be extended, the consultant, shall at his own cost, get the validity period of Bank Guarantee in respect of performance security furnished by him extended and shall furnish the extended / revised Bank Guarantee to Office of the University Engineer before the expiry date of the Bank Guarantee originally furnished.

12. Retention Money

- i. 5% of the fee payable to the consultant shall be retained from each running bill as "Retention Money", in addition to the performance guarantee.
- ii. The retention money will be discharged by Office of the University Engineer and returned to the Architect firm/consultant after successful physical completion of the project at site and submission of completion drawings and documents to Office of the University Engineer and statutory bodies.
- iii. Office of the University Engineer reserve the right of forfeiture of the retention Money in additions to other claims and penalties in the event of the consultant's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract.

13. Completion Period:

- i. The overall completion period for the execution of this project from the date of commencement of work shall be mentioned in NIT.
- ii. If at any stage, the Project has been delayed by the acts of Client/funding authorities or by the deployed contractor for the work, nothing extra shall be payable to the consultant. However, suitable extension of time for completion of work shall be granted accordingly.



- iii. Escalation/Price Variation: No claim / additional fees on account of any price variation/Escalation on whatsoever ground shall be entertained at any stage of works. Quoted fees shall be firm and fixed for entire contract period as well as extended period for completion of the works.

14. Commencement of Work:

The commencement of work will be considered from 10th day of issuance of LOA. The architect/Consultant has to submit detailed program of the work as per the below mentioned guidelines within 10 days from the date of commencement of the work. The time schedule submitted by the architects shall include time for obtaining required approvals, completion certificate etc. from local bodies. However, if delay is caused by the local bodies beyond reasonable control of the consultant, the department may consider such delays favorably.

15. Compensation for Delay:

- i. The time allowed for carrying out the work as specified in clause 9.0 (i) shall be strictly observed by the consultants and shall be deemed to be the essence of the contract on the part of the consultants. The work shall throughout, the stipulated period of the contract, be processed with all diligence.
- ii. The Consultant will be required to complete the entire job within stipulated time. No extension of time for completing the same shall be given owing to any variations made in the works by the orders of the clients, unless such variations extends the time allowed by Office of the University Engineer for the completion of the works.
- iii. In case the Consultant fails to complete the work within the Contract, period or extended period as above owing to reasons attributable to Consultant, liquidated damages @ 1% per week of the total fees subject to a maximum of 10% of the total fees payable shall be levied on the Consultant. Office of the University Engineer shall be entitled to deduct such damages from the dues that may become payable to the consultant. If the work is held up at site due to non-availability of Drawings/Specifications/Other Details as per mutually agreed schedule penalty, proportionate to the value of the work which is held up, shall be imposed on the consultant.

16. Abandonment of Work:

- i. That if the consultant abandon the work for any reason whatsoever or become incapacitated from acting as consultants as aforesaid, Office of the University Engineer may make full use of all or any of the drawings prepared by the consultants and that the consultants shall be liable to refund any excess fees paid to them upto that date plus such damages as may be assessed by [Office of the University Engineer](#).
- ii. If at any time after start of work, the client decides to abandon or reduce the scope of work for any reason whatsoever and hence not required the whole or any part of the works to be carried out, Office of the University Engineer shall give notice in writing to this effect to the Consultant and the consultant shall have no claim for any payment of compensation, or otherwise whatsoever, on account of any profit or advance which he might have derived from the execution of works in full but which he did not derive in consequence of the foreclosure of the whole or part of the work.



17. A) Termination by University Engineer Office:

Office of the University Engineer without any prejudice to its right against the consultants in respect of any delay or otherwise or to any claims or damages in respect of any breaches of the contract and without prejudice to any right or remedies under any of the provisions of this contract may terminate the contract by giving one month's notice in writing to the consultants and in the event of such termination, the consultants shall be liable to refund the excess payment, if any, made to them over and above what is due in terms of this agreement on the date of termination. Office of the University Engineer may make full use of all or any of the drawings prepared by the consultants.

In case due to any circumstances, Office of the University Engineer decides to curtail the scope of work or totally abandon the work, the payment to the consultants would be made based on Clause 3.0 above and approved preliminary estimate or estimated cost or awarded cost whichever is less up to the stage of work executed by him immediately before taking such a decision, payment is made by the Office of the University Engineer.

B) Termination by PMC :

The consultants may, by not less than thirty (30) days written notice to the client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this clause, terminate this contract.

- (a) if the client fails to pay any money due to the consultants pursuant to this contract and not subject to dispute hereof within forty (45) days after receiving written notice from the consultants that such payment is overdue;
- (b) if the client is in material breach of its obligations pursuant to this contract and has not remedied the same within forty five (45) days (or such longer period as the consultant may have subsequently agreed in writing) following the receipt by the client of the Consultants notice specifying such breach;
- (c) if, as the result of Force Majuro, the consultants are unable to perform a material portion of the services for a period of not less than sixty (60) days; or
- (d) If the client fails to comply with any final decision reached as a result of arbitration.

18. Number of Drawing Sets etc. and Copyright:

The Consultant shall supply free of charge to Office of the University Engineer, the adequate no. as specified elsewhere of following documents in soft i.e. in Scaled & Co-ordinate Auto CAD, .pdf, .docx, xsls file as well as hard copy.

- i. Detail Project Reports with colored drawings.
- ii. All the Drawings and estimates to be submitted to clients.
- iii. Complete detailed design calculations (structural and other services) including supply of drawings incorporating subsequent modifications.
- iv. All working drawings for all the components (Good for Construction Drawings).
- v. Detailed estimates and rate analysis of all works.
- vi. Completion drawings and detailed documents.
- vii. Tender documents/tender drawings as per Office of the University Engineer



requirements.

- viii. Fabrication Drawings of all equipment if any.
- ix. As built drawings after completion of project.

The Consultant shall supply free of charge to Office of the University Engineer all the estimates, details of quantities (BOQ) detailed designs, reports and any other details envisaged under this agreement, including drawings architectural, structural, electrical, air conditioning or other services (internal and external) would be supplied by the consultants as indicated above. Any extra sets of drawings, if required Office of the University Engineer shall be supplied at mutually agreed cost. All these drawings will become the property of Office of the University Engineer. The drawing cannot be issued to any other person, firm or authority or used by the consultants for any other project. No copies of any drawing or document shall be issued to anyone except Office of the University Engineer and authorized representative of Office of the University Engineer.

19. Determination or Rescission of Agreement:

Office of the University Engineer without any prejudice to its right against the consultant in respect of any delay by notice in writing absolutely may determine the contract in any of the following cases:

- i. If the consultants being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of the creditor shall be appointed or if circumstances shall arise which entitle the court or creditor to appoint a receiver or a manager which entitles the court to make up a winding order.
- ii. If the consultants commit breach of any of the terms of agreement. When the consultants have made themselves liable for action under any of the clauses aforesaid, Office of the University Engineer shall have powers a) to determine or rescind the agreement b) to engage another consultant(s) to carry out the balance work at the risk and cost of the consultant and debiting the consultant(s) the excess amount, if any, so spent.
- iii. In case contract of consultant is determined, the performance Guarantee and Security Deposit of the consultant shall stand forfeited. The decision of Office of the University Engineer in this regard shall be final and binding on the consultant.

20. Responsibilities for Accuracy of Project Proposals :

- i. The Consultant shall be responsible for the accuracy of the technical / financial data collected and the designs, drawings, quantities and estimates prepared by him as a part of the project. He shall indemnify Office of the University Engineer against any inaccuracy in the work, which might surface out at the time of ground implementation of the project. In such an eventuality, the consultant will be responsible to correct the drawings including re-investigations etc. as required without any extra cost implication on Office of the University Engineer. However, Office of the University Engineer reserves the rights to recover the additional cost incurred, from the policy/BG/Retention Money submitted by consultant or debarring them for the period of 3 years or both. The decision of Office of the University Engineer in this regard shall be final and binding on the consultant.



- ii. The Consultant shall fully indemnify Office of the University Engineer from and against all claims and proceedings for or on account of any infringement of any patent right, design, trade mark or name or other protected rights in respect of any construction plant, machinery work or material used for or in connection with the work or temporary works.
- iii. Office of the University Engineer reserves the right to award the work of one or more sectors/area to one or more consultant. Nothing extra shall be paid on this account. Further the payment of consultancy fees shall be regulated as mentioned under the Clause 4.0 “Mode of Payment”.

21. Force Majeure Clause:

Consultant/Consultancy Firm shall be granted extension of the completion date without any financial repercussion to cover the delay caused by the circumstances viz. incidence of war, invasion, revolution, sabotage, work shutdown imposed by Govt. agencies or legislature or other authorities, act of God, epidemics, fires, earth quakes, floods explosions, accidents, sea navigation blockages or any other acts or events whatsoever which are beyond the control of Office of the University Engineer and which shall directly or indirectly prevent completion of the works within the time specified in the agreement.

22. Withholding and Lien of Payment :

Whether any claim or claims for payment of money arises out of or under the contract against the Consultant, Office of the University Engineer shall be entitled to withhold and also to have a lien to retain in whole or in part, the security deposit, performance guarantee and or to withhold and have a lien to retain in part or in full the payments due to the consultant, or any claims of the consultant, so as to cover the claimed amount till the claim arising out of or under the contract is determined by the competent authority/ Office of the University Engineer.

23. Jurisdiction:

The agreement shall be governed by the Indian Law for the time being in force and the Courts in Mumbai alone will have jurisdiction to deal with matter arising there from.

24. General:

- i. The scrutiny of the drawing, and designs by Office of the University Engineer own supervisory staff, if any, does not absolve the Architects/consultants of their responsibility under the agreement. The Architects firms/consultants shall remain solely responsible for structural soundness of the design and other services for all provisions of the contract so as to satisfy the particular requirement of the Architectural specifications.
- ii. The Architect firms/Consultant shall supply to Office of the University Engineer copies of all documents, instructions issued to Architect firms/Consultants, if any, relating to the work, drawings, specifications, bill of quantities and also other documents as may be required.
- iii. The Architects hereby agree that the fees to be paid as provided herein (clause 3.0)



will be in full discharge of function to be performed by him and no claim whatsoever shall be against Office of the University Engineer in respect of any proprietary rights or copy rights on the part of any party relating to the plans, models and drawings.

- iv. While providing consultancy services, the consultant shall ensure that there is no infringement of any patent or design rights and he shall be fully responsible for consequences/any actions due to any such infringement. Consultant shall keep Office of the University Engineer indemnified all the times and shall bear the losses suffered by Office of the University Engineer in this regard.
- v. Consultant shall appoint and notify a team of two senior officials of his organization as nodal officers to represent the consultant in all the meetings/presentations with Local Municipal Corporation Authorities/State/ Client / Office of the University Engineer /Central Govt. or any other agency.
- vi. All designs and drawings shall be the property of Office of the University Engineer. The name and logo of Office of the University Engineer shall be predominantly displayed on all the drawings and documents. The consultant shall not put his name or firms name on any of the documents/drawings on the DPR. The name of consultant shall be written as Associate Consultant on all drawings/documents only after DPR is approved from all the concerned authorities.
- vii. The originals of approved completion drawings shall be on good quality reproducible tracing paper and soft copy (.dwg& .pdf format) of all the drawings & design shall have to be given on compact disc (CD). The proprietary rights of all the design shall remain with Office of the University Engineer.
- viii. The consultant shall be required to sign an Agreement with Office of the University Engineer within 30-days of the receipt of LOA based on these terms & conditions.
- ix. Recovery/Penalties can be recovered from the consultancy fee/EMD/BG of the other works that the consultant is doing or would be doing for Office of the University Engineer at that time.
- x. Stamp Duty: Successful Bidder shall bear the cost of Stamp Duty for the Agreement.

25. Foreclosure of Contract by Office of the University Engineer /Owner :

If at any time after the commencement of the work Office of the University Engineer shall for any reason whatsoever if required to foreclose the work or is not require the whole work thereof as specified in the tender to be carried out, the Engineer-in-Charge shall give notice in writing of the fact to the consultant, who shall have no claim to any payment of compensation whatsoever on account of any profit or advantage which he might have derived from the work in full, but which he did not derive in consequence of the foreclosure of the whole or part of the works.



26. Suspension of Works :

- xi.** The consultant shall, on receipt of the order in writing of the Engineer-in-charge, suspend the progress of the works or any part thereof for such time and in such manner as the Engineer-in-charge may consider necessary for any of the following reasons:
- a. On account of any default on part of the consultant, or
 - b. For proper execution of the works or part thereof for reason other than the default of the consultant, or
 - c. If the work is partly or fully abandoned/suspended by Office of the University Engineer for any reasons

The consultant shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that on behalf by the Engineer-in-charge.

- xii.** If the suspension is ordered for reasons (b) and (c) in sub-para (i) above.
- a. The consultant shall be entitled to an extension of the time equal to the period of every such suspension plus 25%. No adjustment of contract price will be allowed for reasons of such suspension.
 - b. In the event of the consultant treating the suspension as an abandonment of the Contract by Office of the University Engineer, he shall have no claim to payment of any compensation on account of any profit or advantage which he may have derived from the work in full or part.

27. The risks and the coverage's shall be as follows:

- i. Third party liability insurance, with a minimum coverage, as specified by the Client per year for the period of Services.
- ii. Professional liability insurance: The total payments for professional Fees and Reimbursable Expenditures made or expected to be made to the Consultants.
- iii. Employer's liability and workers' compensation insurance in respect of the Personnel of the Consultants and of any Sub-consultant, in accordance with the relevant provisions of the provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate : and
- iv. Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultants' property used in the performance of the Services, and (iii) any documents prepared by the Consultants in the performance of the Services.



28. Arbitration:

In the event of a dispute or difference of any nature whatsoever between Office of the University Engineer and the Bidder during the course of the assignment arising as a result of this proposal, the same will be settled through the process of arbitration conducted by Sole Arbitrator appointed by Office of the University Engineer. The place of arbitral proceedings shall be at Nagpur. The provisions of Indian Arbitration Act & Conciliation Act 1996 with the revisions thereof shall apply to the arbitration proceeding.





Annexure-2

(A) SCOPE OF WORK FOR THE PROJECT MANAGEMENT CONSULTANTS

1. The Scope Of Work :

- i) Survey and pavement design of road and preparation of working drawings.
- ii) Survey and Design of bridges and cross Drainage Works. Study & design of Storm water drainage system.
- iii) Planning and designing of road Lighting, T& D and street lighting system.
- iv) Estimation, preparation of BOQ, specification etc. and working drawings for all the above components of work.
- v) Preparation of Comprehensive tender documents, invitation of bids, attending pre-bid meetings and preparing minutes of meeting, assisting Office of the University Engineer in tender evaluation and selection of contractor and PMC services during execution.

The scope of consultancy work shall, inter-alia, include the various activities described in stage below for the following construction works:

1.1. Detailed Project Report Preparation

I. Detailed Engineering Survey for Building works

The consultant shall carry out the detailed engineering survey for the finalization of alignments as per the layout prepared by Office of the University Engineer. The consultant shall also carry out the additional survey, if required for filling the gaps and submit a draft comprehensive report of the results of the detailed engineering survey to Office of the University Engineer.

- a. The concerned Project Management Consultant will render the following service as and when required so as to start and complete the construction work as per program fixed by the University authorities.
- b. The Project Management Consultants will inspect the site or work, take instructions about the nature of the project, provide to the University authorities such sketch plans to the required scales and cost estimates as may be needed for preliminary scrutiny of the project and discuss the same with them regarding design, costing and other relevant matters. The Project Management Consultant will carry out such changes in the sketch plans as may be advised and get the same approved from University authorities.
- c. On approval of the sketch plans and preliminary cost estimates, the Project Management Consultant will prepare detailed drawings for submission to the local authorities like Municipal Corporation Municipalities, Panchayat etc. if their approval is necessary and get the same approved by the local authorities.
- d. The Project Management Consultant will prepare detailed working drawings to the required scale for actual construction, work out quantities of various items of work, and prepare detailed item wise cost estimates required for administrative approval to the project. The Project Management Consultant will discuss such drawings and estimates with the authorities of the University and will carry out such modifications in the drawings, designs and estimates as may be advised for administrative approval and technical sanction of the competent University authorities.



- e. After getting the drawings and estimates administratively approved and technically sanctioned by the university authorities, the Project Management Consultant will prepare the contract documents including necessary specifications for the items of work get the same approved by the University authorities and provide three sets of such documents to the University for inviting tenders.
- f. The general conditions of the contract will be provided by the University in the form of printed booklets. All other documents like copies of drawings, specifications etc. will be provided by the Project Management Consultant so as to compile the tender documents in adequate quantity for supplying to the respective contractors.
- g. The tender will be invited by the University authorities. The tender documents will be issued and received by the University authorities. The tender fees will also be received by the University as its own income.
- h. After particular tender is accepted and order to start the work is given to the contractor, the Project Management Consultant will furnish to the contractor the set of such working drawings as may be needed for execution of the projects.
- i. The lines and levels of the various parts of the works will be taken by the contractor with the help of the working drawings and the same will be checked by the Project Management Consultant for correctness from time to time as may be required to ensure that all measurements of the works are properly and correctly aligned as per approved plants.
- j. The Consultant shall exercise powers and authorities as well perform all the duties, liabilities, function and obligations as “Engineer in Charge” expect for the following for which the Engineer in Charge shall submit proposals for obtaining specific approval of the competent authority in University, before taking any action. In general any matter involving financial liabilities on the employer shall be referred to the employer
- k. Consultants are fully responsible as Project Management Consultancy. The consultant will supervise the work from beginning to completion. The work shall be carried out as per approved drawings and specifications and completed and opened to the public within the time Schedule given by University
- l. The Project Management Consultant or his authorized agent, will supervise the work daily basis so as to ensure adequate control on Project Management Consultant features, quality of work and progress of the project as a whole. The Project Management Consultant will act as an ‘Engineer’ of the work
- m. The Project Management Consultant shall obtain the services of qualified structural engineers and such other specialists for the detailed design or the various parts of the project like RCC members, structural steel-work, pumping equipment’s for water supply drawings, electrical



installation etc. to the satisfaction of the University authorities for which no extra charges will be done by the University beyond the fees stipulated hereafter.

- n. During the period of construction, the Project Management Consultant may be required to prepare and furnish revised working drawings for the whole work or a part of it, in case any major alterations in the original scheme are required to be done.
- o. The Project Management Consultant will prepare completion drawings as per work actually carried out within three months of the date of physical completion of work. The completion drawing should indicate all modifications carried out after technical sanction of the project so as to serve as record drawings of the project.
- p. The Project Management Consultant shall have to supply the preliminary drawings, estimates, detailed working drawings, draft contract papers etc. at various stage within the time limit as prescribed below.

Sr. No.	Details required	Period permissible for submission	Remarks
1.	Sketch plans along with plinth area estimate	3 Weeks	From date of receipt of job allotment letter with the detail requirements.
2.	Detailed plans and estimate for technical sanction.	6 Weeks	From the date of receipt of intimation to Project Management Consultant regarding approval of sketch plan.
3.	Draft tender paper	2 Weeks	After according Technical sanction.
4.	Tender papers together with all the Project working drawings and foundation plan.	2 Weeks	After the approval of the Draft Tender Paper.
5.	R.C.C. Structural design and detailed working drawings, up to plinth level.	2 Weeks	After the approval of the Tender.
6.	R.C.C. structural design and detailed working drawings (Remaining)	4 Weeks	After the approval of the Tender.
7.	Completion drawing along with completion certificate.	2 Weeks	After issue of intimation from the competent authority / University Engineer concerned.

In case the Project Management Consultant fails to adhere to such time limits, the University authorities may terminate the job given to the Project Management Consultant. In case of such termination of the job the Project Management Consultant will not be entitled to any remuneration or compensation for the part of job done by him or costs incurred for it. The University authorities may however, consider such compensation as it may deem fit on consideration of work done by the Project Management Consultant.



- a. The Project Management Consultant will be responsible for soundness of the structure in respect of correctness of structural designs of all parts. In case any damage occurs or is likely to occur due to defective design, university authorities will be entitled to remove the Project Management Consultant from the panel of the University.
 - b. Project Management Consultant will be responsible for the correctness of the quantity mentioned for each item in the estimate. in case, excess of more than 10% occurring on the items of cement- concrete, steel reinforcement structural steel, trusses (without any increase in area in plan and section.) the Project Management Consultant will be liable to be removed from the panel of Project Management Consultant.
- II.** Storm Water Drainage Study: The consultant shall study in detail the drainage scheme of the area falling along the alignment of the proposed road as well as overall area drainage requirement to arrive at the requirements of cross drainage structures for the proposed roads. The Consultant shall prepare and submit the drainage study report in three copies giving the required number of cross drainage structures, waterway requirements, hydrological details, type of bridges, culverts, deck plan area of each bridge and bridge type with hydraulic calculation and seek approval of Office of the University Engineer. The consultant will submit the report in 3 copies and one soft copy.
- III.** Road Design & Specification: The consultant shall submit in 3 copies and one soft copy of the comprehensive report on road design and specification covering various aspects such as geometric design of roads, grade and grade separated intersections, cross drainage structures as well as other related road elements as described below:
- A) Detailed Engineering Survey for Roads works**
- i) Carrying out the open traverse survey along the alignments & connecting the traverse with the adjoining roads & development activities, if any on either side of traverse line. Coordinates of the traverse shall also be worked out.
 - ii) Based on traverse survey, the consultant shall finalize the center line of proposed road in consultation with Office of the University Engineer.
 - iii) Staking out the center line by providing PCC pillars of 300mm dia. and 600mm height above the ground along the center line of road at an interval of 100 m at straight portions, as well as the points of horizontal intersection of curves, at the center line of cross drainage works & at all the curves at 30m interval. Similar pillars shall be installed on both the sides of center line i.e. at the reservation line. On the top of the pillars, co-ordinate along with level are to be written by a long lasting ink.
 - iv) Establishment of bench marks with respect to GTS at an interval of 250 m by providing Hume pipes extended up to hard strata at the reservation of the road and also at all the location of cross drainage works. Bench marks should also be left on permanent structures such as high tension line towers, existing cross drainage works. Detailed plan showing the location of the bench marks and reduced levels shall be submitted. Total error in the levels should not exceed 5 mm per km.
 - v) Carrying out longitudinal section & cross section levels. The longitudinal levels should be carried out at an interval of 30 m or at change of levels and cross levels at an interval of 5 M or change in profile.



- vi) Maps to the scale of 1:1000 for horizontal & 1:100 for vertical showing details covered in above surveys including contours should be prepared. An index plan to the scale of 1:5000 should also be prepared indicating the important features.
- vii) Detailed Engineering Survey report (in 3 copies) need to be submitted in stipulated time and got duly approved from Office of the University Engineer. Corrections / modifications suggested by Office of the University Engineer need to be incorporated. The submission shall be along with soft copy.

B) Geometric design of proposed roads

- a) The consultant shall design the various geometric elements of the roads as per the standards recommended by IRC & MORTH or any international acceptable specification.
 - b) The consultant shall prepare all the required working drawings of the road for the entire alignment, including the various features. The set out data is required to be prepared so as to transfer the same on ground for fixing the alignment of the road.
 - c) Plan & longitudinal section for one km. length of the road should be shown on single drawing sheet (A 1 size) as far as possible. Plan should indicate all the relevant details including the final center line of the roads, right of way, existing bunds /roads, existing structures, drainage courses, intersecting roads, underground services such as pipe lines, cables, high tension lines , details of all the existing & proposed and utility service crossing , cross drainage structures, detail design of horizontal and vertical profile, bench marks location, cross sections details, contours, carriageway, beams, central verge etc. Plan should also show the drainage scheme along and across the proposed roads. In addition, it should give details of gradient, location and set out data of horizontal and vertical curves, super elevation, other geometric features, continuous chainages etc. as per relevant publication of IRC & MORTH or any international acceptable specification.
 - d) The cross section plan should be presented serially along the continuous chainages. These should show the ground levels, and proposed road top levels. The area of cutting and filling involved should be indicated..
 - e) Map to the scale of 1:1000 (Horizontal) and 1:100 (vertical) shall be prepared for plan and longitudinal section of road. The intersection plan shall be submitted in 1:500 scales. An index plan in the scale of 1:5000 shall be submitted.
- IV. Electricity Transmission & distribution and Street Lighting System:** The Consultant shall submit in three copies and one soft copy of the comprehensive report on design of electricity transmission & distribution and road lighting scheme for the areas under consideration as per acceptable norms of such services.
- a) Electricity T & D system: Consultant shall submit the entire design & plan of system considering the existing road plan enclosed by Office of the University Engineer. They shall also suggest the nearest & feasible point of sourcing power and layout & design of lines from that point onwards.
 - b) Road Lighting Scheme:
 - i. Lighting for the road shall be designed as per I.R.C., I.S. codes and specification and National Electrical Code.
 - ii. Lighting for road should be designed as per the relevant codes.



- V. Planning of Utility Lines (Underground and Above Ground): The Consultant shall submit in three copies and one soft copy of the comprehensive report regarding the various type of underground and above ground utility lines to be taken along/across the road and the same shall include, interalia, the following.
- Provision of pipe crossing at suitable interval along the road which will be used for all future crossing of utility lines once the road is built. This is to ensure that once the road is finished this is not required to be dug, cut for crossing of utilities.
 - Provision and identification of utility lines to be taken below and above the road.
 - Proposal for shifting, relocating of existing utility lines if required.
- VI. Design of Water supply and Sewerage system:
- Design review of Water Supply and Sewerage system based on CPHEEO manual.
 - Review of source of treated water supply, finalization of sizes of rising mains and distribution network pipes, material and other appurtenances including ESR, GSR and Pumping stations etc, if any.
 - Layout of all system components.
 - Redesign of system, if required, preparation of drawings, etc.
 - Co-ordination with Water supply and Sewerage system Consultant for MIHAN Project at Nagpur regarding sourcing of water supply and disposal of Sewerage generated in Khapri Rehab area.
- VII. Estimation, preparation of BOQ, specification and working drawings for all the above components of work, preparation of comprehensive bid documents.
- VIII. Submission of Complete Report: The consultant shall prepare a detailed report covering all the above components and submit three copies and one soft copy of Final Report (editable & Non –editable Format) in all respect to Office of the University Engineer.
- 1.2. **Proof Consultancy:** All Design and Drawings like structural Detail, architectural details, Survey Drawings etc. is to be prepared by consultant. Design details shall be got proof checked by Local Municipal Corporation Authorities/State/ Central Govt. or from any of the IITs/NITs/Institution, approved by Office of the University Engineer. The consultant has the obligation to make as many required modification in the design incorporating the observation of above authority and re-submit the design and drawing. Fees of proof checking institution/agency shall be paid after the submission of design reports to Office of the University Engineer. Office of the University Engineer shall be having the right to appoint a separate Proof Consultant, if required.
2. **Project Management Services:** In the consultancy, the consultant shall provide the project management consultancy services for roads, storm water drainage and other related components as well as electricity T & D and road works etc. during execution of project. The time period will be from appointment of contractor up to defect liability period of 2 years including settling the bills etc. of the contractor. During this period, the consultant shall appoint the experts and supporting work force in various disciplines to supervise the execution of project. P.M.C. shall be Engineer-In-Charge which has powers as delegated by Office of the University Engineer including writing measurement book, certifying the quality and quantity of work and send it to Office of the University Engineer for payment. The placement of these experts will be done in consultation and after due approval by Office of the University Engineer. The consultant shall also



- (a) Review and standardize the quality control procedures for civil works under the proposed project in accordance with current international practice.
- (b) Provide expert advice to Office of the University Engineer in the assessment and evaluation of the construction management practices implemented by the contractors and as appropriate, make suitable recommendations.
- (c) Develop and establish a comprehensive management system for the whole project, based on PERT or similar 'critical path' management methods and employing technology/systems to allow monitoring of progress and management of project activities and resources, by components and in the whole.
- (d) Develop a system for the technical monitoring and evaluation of the physical progress of civil works, contract payments and financial expenditures, variation orders and modification of contractual conditions. In carrying out this task, the consultant shall establish suitable procedures and formats for data transmittal from the construction sites to the Office of the University Engineer including a computerized system for data storage, processing and updating.
- (e) Approval of Office of the University Engineer is always required for recommending Extra/Substitute or Deviated Items for payment.
- (f) The consultant shall assist Office of the University Engineer for satisfactory settlement of disputes / claims, if any raised by contractor.

Apart from this, the scope of Project Management services inter alia includes:

- i) Scrutiny of the construction programme submitted by the contractor including offering comments on the same and further, recommendations to the client for his approval.
- ii) Review and checking of GFC as submitted by contractor.
- iii) Receive / Collect drawings for proof checking, quality check and further distribution to the contractor for their usage.
- iv) Day to day inspection of the contractor's works to ensure that the works are being executed in accordance with the drawings, specifications, scope etc. As regards to quality, take suitable actions as deemed necessary for affecting the same including issuance of NCR (Non Conformation Report) for the works found wanting in above.
- v) Day to day inspection of materials procured for works by the contractors, check for their conformity to the specifications including directing the contractor to submit test reports. If deemed necessary instructing contractors to go for testing from approved test house at their cost.
- vi) Ensure contractor's conformance to the set out construction procedures, safety norms and practices including statutory obligations.
- vii) Maintain regular correspondence with all the contractors in the project on all matters and keeping the client well informed of the developments and progress of work at site.
- viii) Interpretation and evaluation of contractor's claims towards approved extra items of work and other contractual matters including forwarding the recommendations to client, issuance of variation orders on quantities / specifications of work as per recommendations of design consultant.
- ix) Evaluation of the probable causes for time overrun, discussions with contractors about recovery plans, fixing the point of responsibility, assessing the non-recoverable time



loss and forwarding the recommendation to client for their consideration and further direction.

- x) Scrutinizing and checking the detailed measurements, monthly running bills of the contractors, certifying and giving recommendations to Client for payments as stipulated in the contract including quantitative and qualitative analysis.
- xi) Evaluate the progress of the contractor's works with respect to the milestones set in the contract and give recommendations to Client for penalty / bonus as applicable to be levied / paid.
- xii) Coordinate the activities of the various agencies in the project to ensure proper availability of scope and fronts to them in accordance with the approved construction schedule.
- xiii) Convene weekly progress review meetings with the contractors and forwarding the minutes of meeting to clients and all the participants.
- xiv) Submit detailed monthly progress reports of the works to clients.
- xv) Ensure and check the "as built" drawings submitted by the contractors and forwarding the same to client for their acceptance.
- xvi) Maintenance of project diary containing all the details / events pertaining to the administration of the contract, requests forms and orders given to the contractors and any other information which may be at a later date of assistance in resolving queries/disputes, if any.
- xvii) The project control strategy covering the given processes to ensure timely deliver and within the budget.
- xviii) Preparing detailed agenda, regular meeting schedule and minutes of meetings with consultants /contractors / client and documentary records.
- xix) In all, ensuring proper management till handing over and complete control of the appointment project team.
- xx) Post construction stage: Issuing defect liability statement to the contractor before issuing completion certificate for the various works and recommending for release of the contractor's payment after they have rectified the defect.
- xxi) Rendering assistance to the client during defect liability period as and when required, directing contractors to undertake required action to the client's satisfaction

The consultant shall submit in two copies detailed report on maintenance, performance and monitoring manual for roads, water supply and sewerage and electricity T & D and street lighting system etc. that shall include the following:

- i) Maintenance manual for road as well as transport structures, water supply and sewerage system, electricity T & D and street lighting system indicating the various measures to be taken during the post-construction period.
- ii) The above manual shall deal clearly the use of various type of instrumentation/equipment, method of conducting test and reporting of it as well as various measures to be taken based on the test result.



It shall be essential for the consultant to keep the experts in various fields for the agreed person-hours during the implementation period at the site, to smoothly progress the work of execution without any hassles. The consultant shall propose the various experts along with their manning schedule in their proposal and accordingly quote the fee for project management consultancy separately which should be in percentage of total estimated cost or tendered cost of construction, whichever is lower.

3. Study duration:

The study duration is 6 weeks for Part A of consultancy. Consultant is required to submit the schedule of this study accordingly. Part B refers to proof consultancy job. The duration of Part C shall be from appointment of contractor to the defect liability period and settlement of claims raised by Contractor, if any.

4. Consultant's team:

During the course of assignment, the consultant's team shall consist of multi-disciplinary experts headed by senior personnel with infrastructure engineering background, good management skill and ability to work with engineers and concerned government agencies. The consultant's team, inter-alia, shall consist of experts (having minimum 10 years of professional experience) in the following disciplines.

- Civil engineering
- Highway/ Pavement Engineering
- Water supply and Sanitation Engineering
- Electrical Engineering
- Quantity Surveying / Quality Assurance Engineering (with minimum five years' experience)
- Contract Expert (With 2yrs. experience)
- Any other experts/Engineers as per requirement of the project.

The consultant is required to give curriculum vitae of key experts in the above disciplines indicating the qualification, experience, employment records and the key assignments performed related to similar type of works.

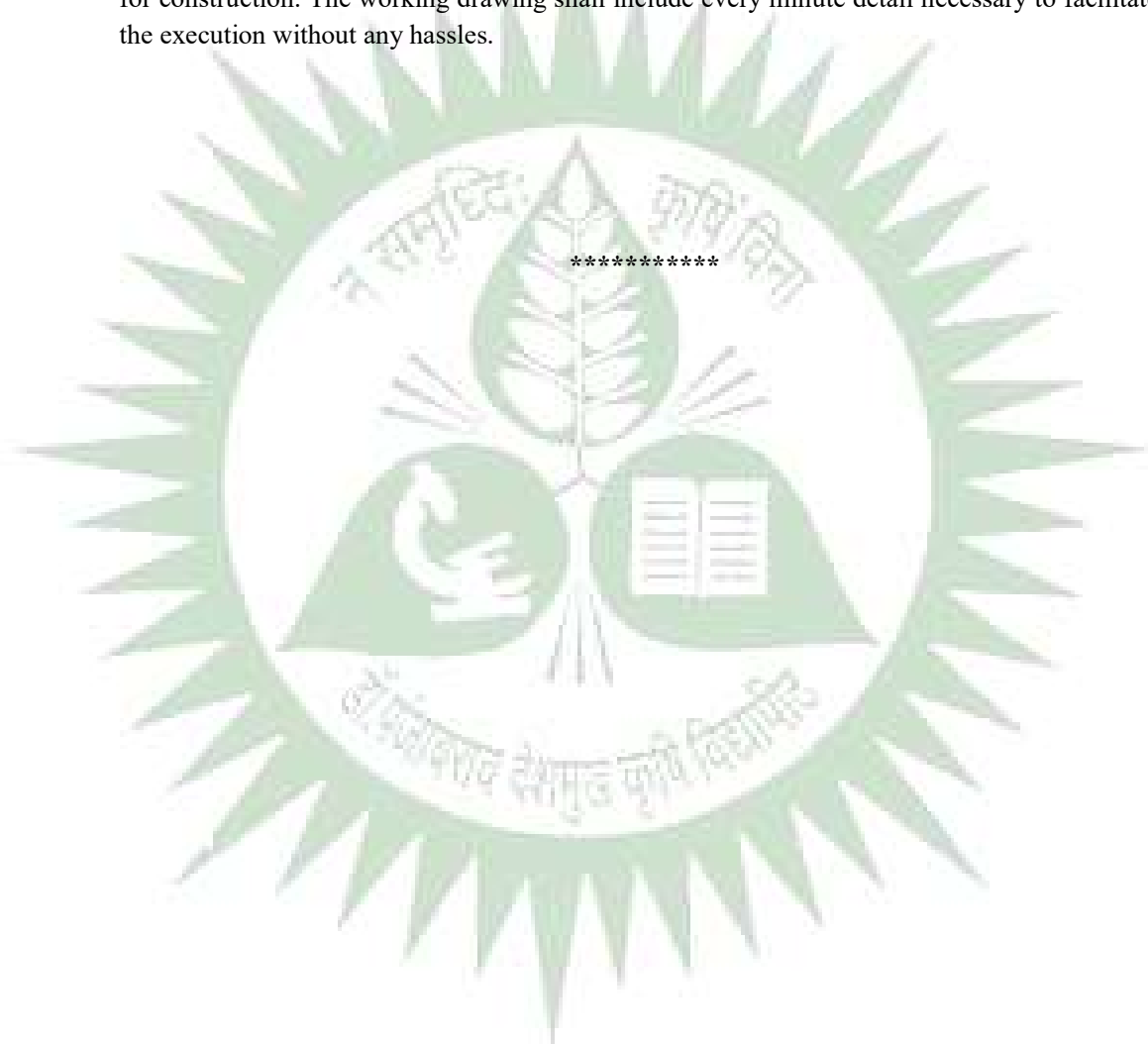
Minimum Qualification and Availability of Personnel during Pre & Post Tender Period

Type of Personnel	Educational Qualification	Total professional experience	Experience in similar capacity	Availability of Nos. of Personnel During			
				Pretender Period	Remark	Post Tender period	Remark
Team Leader	B.E.(Civil)	10 Years	5 Years	1 No.	Part Time	1 No.	Part Time
Architect	B. Arch	5 Years	3 Years	1 No.	Part Time	1 No.	Part Time
Engineer Resident	B.E. Civil	5 Years	3 Years	1 No.	Part Time	1 No.	Full Time



5. Submission of reports / drawings:

- a) Consultant is required to submit the stage reports incorporating the results of work carried out.
- b) Consultant is required to modify the various stage reports based on the comments and discussions.
- c) The consultant is required to check the drawing and designs submitted by contractor, approve, and issue it to contractor under intimation to Office of the University Engineer.
- d) The consultant shall check the working drawings of project submitted by the selected contractor for execution to consultant. Proof consultant will approve the working drawing and then issued for construction. The working drawing shall include every minute detail necessary to facilitate the execution without any hassles.





Annexure-3

I, hereby Project Management Consultancy _____
quoted charges for PMC works for the Dr. P.D.K.V., Akola (here in before and here in after referred to
as University) of the work in figures as well as in works _____ %
(_____) of the estimated cost of Project and as per the
above mentioned terms & condition.





VOLUME II (PART B)





VOLUME -II (PART -B)

Annexure-1

CONDITIONS OF CONTRACT FOR ARCHITECTS CONSULTANTS

1. Definitions

For the purpose of the agreement, the following words and expressions shall have the meaning hereby assigned to them except where the context otherwise requires:

- a) Approved means approved by Office of the University Engineer in writing including subsequent confirmation of previous approval and Approval means approval by Office of the University Engineer in writing as above said.
- b) Applicable Law means the laws and any other instruments having the force of law in India.
- c) Architect firm /Consultant mean any private or public entity that will provide the Services to Office of the University Engineer under the Contract.
- d) Building shall mean the Construction of proposed building.
- e) Contract means the documents forming the tender and acceptance thereof and the formal agreement executed between Office of the University Engineer and the contractor, together with the documents referred to therein including these conditions, the specifications, design brief, basic drawings and instructions issued from time to time by the Engineer-in-Charge and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
- f) Contract Price means the price to be paid for the performance of the Services, in accordance with mode of payment.
- g) Engineer-in-Charge means the Engineer as may be duly appointed and authorized in writing by Office of the University Engineer to act as “Engineer-in-charge” on his behalf for the purpose of the contract, to perform the duty set forth in this General condition of contracts and other contract documents.
- h) Estimated Cost means estimated cost put to tender for inviting financial bid from the Architect firm/Consultant for Architectural planning, designing and detailing.
- i) In writing means communicated in written form with proof of receipt.
- j) Language means all documents and correspondence in respect of this contract shall be in English Language.
- k) Letter of Award (LOA)/Letter of Intent (LOI) shall mean Office of the University Engineer letter or notification conveying his acceptance of the tender subject to such conditions as may have been stated therein.
- l) Month means English Calendar month „Day” means a Calendar day of 24 Hrs each.
- m) Office of the University Engineer shall means “Maharashtra Airport Development Company”,
- n) Site shall mean the site of the contract/Architectural works including any building/road works and erection thereon and any other land adjoining thereto (inclusive) as previously mentioned allotted by Office of the University Engineer or the Engineer for the contract’s use.



- o) Services means the work to be performed by the Consultant pursuant to this Contract, as described in Bid Document.
- p) Sub-Consultants means any person or entity to whom /which the Consultant subcontracts any part of the Specialized Services.
- q) Writing means any manuscript typed written or printed statement under or over signature and/or seal as the case maybe.
- r) Words imparting the singular meaning only also include the plurals and vice versa where the context requires. Words importing persons or parties shall include firms, corporations, and organizations having legal capacities.
- s) The headings in the clauses/conditions of contract are for convenience only and shall not be used for interpretation of the clause/condition.

2. Additions, Alterations and Variation:

- i. Office of the University Engineer shall have the right to request in writing for additions alterations, modifications or deletions in the design and drawing of any part of the work and to request in writing for additional work in connection therewith and the consultants shall comply with such requests without any extra cost.
No extra payment shall be made to Consultant by Office of the University Engineer on account of such Additions & Alterations as enumerated above, provided the total built up area remains same.
- ii. The consultant shall not make any material deviation, alteration, addition to or omission from the work except without first obtaining the written consent of Office of the University Engineer.
- iii. Variations: The overall variations in actual cost of project w.r.t. the approved estimated cost by more than 10% (Ten percent), Consultant shall be levied penalty maximum up to 10% of the consultancy fees and shall be recovered from their final bill. The decision of the Engineer-in-charge in this regard shall be final and binding on the Architect firm/Consultant.
- iv. If the work in full or part is withdrawn by [Office of the University Engineer](#), the same shall be withdrawn from the scope of consultant and proportionate consultancy fee shall be paid only up to the stage for which the consultancy work has been completed. The consultant shall have no further claimed whatsoever on this account on [Office of the University Engineer](#).
- v. If any additional works are awarded by [Office of the University Engineer](#), the consultant shall carry out additional work. However, this will be considered subject to the satisfactory performance of the consultant, the consultancy fee shall be calculated as per payments decided by [Office of the University Engineer](#), and the consultant shall have no further claim whatsoever on this account of [Office of the University Engineer](#).
- vi. Notwithstanding anything stated anywhere else, the milestone-linked payment to the consultant as per table under Clause 4.0 shall be payable subject to the condition of project getting sanctioned only. However, in case the project is not sanctioned, the payment liability of Office of the University Engineer to the consultant shall be limited to the extent as provided in the Clause 4.0 mentioned above and no claim, whatsoever of the consultant shall be admissible in this regard.



3. Taxes and Duties

- i. The contract price is inclusive of all taxes, duties, cess and statutory levies payable under any law (as applicable on the date of submission of bid) by the contractor in connection with execution of the contract except for GST, which will be paid extra as applicable.
- ii. Notwithstanding anything contained in clause 6.i, the consultant shall ensure payment of appropriate tax on the supplies made under the contract. The consultant shall take registration under the applicable enactment levying tax on supply of goods or services under the contract and issue invoice having all the particulars prescribed under the applicable provisions of the law, including description of goods/services, rate and amount of tax paid or payable on the supplies made under the contract, so that Office of the University Engineer can avail credit of such tax, wherever applicable. The consultant shall comply with all applicable provision of Goods and Service Tax (GST) levied by Union Government and State Governments (CGST, UTGST, SGST and IGST). The consultant shall get himself registered and discharge his obligations for payment of taxes, filing of returns etc. under the appropriate provisions of law in respect of all the tax, duties, levies, cess, etc. Office of the University Engineer would have right to seek necessary evidence that the consultant is registered under the law and duly discharging its obligations under the tax law, enabling Office of the University Engineer to avail input tax credit.
- iii. In case any law requires Office of the University Engineer to pay tax on the contract price on reverse charge basis, the amount of tax deposited by Office of the University Engineer would be considered as paid to the consultant and, accordingly, the price payable to the consultant would stand reduced to that extent.
- iv. In case the consultant does not deposit the tax payable on execution of the contract, or has not provided the tax invoice to Office of the University Engineer showing the amount of tax, or has not submitted the documents as per prevailing law, leading to non-availability of inputs credit of the tax to Office of the University Engineer, the amount equivalent to such tax shall be deducted from the contract price.
- v. Stamp duty and registration charges, if any, payable on the executed contract document, shall be borne by the consultant.
- vi. Tax deduction at source, if any, shall be made by Office of the University Engineer as per law applicable from time to time from the amount payable to the consultant.
- vii. The consultant has to register himself in GST Act as per applicable law and submit the details as per Exhibit- under Section-6.

4. Performance Security/Guarantee

- i. For the due performance of the contract in accordance with the terms and conditions specified, the consultant shall on the day or before signing the contract which shall not be later than 15 (Fifteen) days of the issue of the Letter of Award/ Letter of Intent, furnish performance security / Guarantee on the Performa of Office of the University Engineer from a Nationalized/Scheduled Bank to the extent of 5% of the value of total consultancy fees of consultant (at this stage it shall be worked out considering the estimated project cost). The Bank Guarantee shall remain valid till stipulated time for completion of work including Defect Liability Period plus 30 days.
- ii. The Bank Guarantee shall be in favor of Office of the University Engineer, Dr.



P.D.K.V., Akola. The Bank Guarantee should be **(in the prescribed format of Office of the University Engineer as per Exhibit-II Pg. no. 51)** issued from any Nationalized Bank /Scheduled Bank.

- iii. It is expressly understood and agreed that the performance security is intended to secure the performance of entire contract. It is also expressly understood and agreed that the performance security is not to be construed to cover any damages detailed/ stipulated in various clauses in the Contract document.
- iv. Office of the University Engineer reserve the right of forfeiture of the performance guarantee in additions to other claims and penalties in the event of the consultant's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract.
- v. Should the stipulated time for completion of work, for whatever reason be extended, the consultant, shall at his own cost, get the validity period of Bank Guarantee in respect of performance security furnished by him extended and shall furnish the extended / revised Bank Guarantee to Office of the University Engineer before the expiry date of the Bank Guarantee originally furnished.

5. Retention Money

- i. 5% of the fee payable to the consultant shall be retained from each running bill as "Retention Money", in addition to the performance guarantee.
- ii. The retention money will be discharged by Office of the University Engineer and returned to the Architect firm/consultant after successful physical completion of the project at site and submission of completion drawings and documents to Office of the University Engineer and statutory bodies.
- iii. Office of the University Engineer reserve the right of forfeiture of the retention Money in additions to other claims and penalties in the event of the consultant's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract.

6. Completion Period:

- i. The overall completion period for the execution of this project from the date of commencement of work shall be mentioned in NIT.
- ii. If at any stage, the Project has been delayed by the acts of Client/funding authorities or by the deployed contractor for the work, nothing extra shall be payable to the consultant. However, suitable extension of time for completion of work shall be granted accordingly.
- iii. Escalation/Price Variation: No claim / additional fees on account of any price variation/Escalation on whatsoever ground shall be entertained at any stage of works. Quoted fees shall be firm and fixed for entire contract period as well as extended period for completion of the works.



7. Commencement of Work:

The commencement of work will be considered from 10th day of issuance of LOA. The architect/Consultant has to submit detailed program of the work as per the below mentioned guidelines within 10 days from the date of commencement of the work. The time schedule submitted by the architects shall include time for obtaining required approvals, completion certificate etc. from local bodies. However, if delay is caused by the local bodies beyond reasonable control of the consultant, the department may consider such delays favorably.

8. Compensation for Delay:

- i. The time allowed for carrying out the work as specified in clause 9.0 (i) shall be strictly observed by the consultants and shall be deemed to be the essence of the contract on the part of the consultants. The work shall throughout, the stipulated period of the contract, be processed with all diligence.
- ii. The Consultant will be required to complete the entire job within stipulated time. No extension of time for completing the same shall be given owing to any variations made in the works by the orders of the clients, unless such variations extends the time allowed by Office of the University Engineer for the completion of the works.
- iii. In case the Consultant fails to complete the work within the Contract, period or extended period as above owing to reasons attributable to Consultant, liquidated damages @ 1% per week of the total fees subject to a maximum of 10% of the total fees payable shall be levied on the Consultant. Office of the University Engineer shall be entitled to deduct such damages from the dues that may become payable to the consultant. If the work is held up at site due to non-availability of Drawings/Specifications/Other Details as per mutually agreed schedule penalty, proportionate to the value of the work which is held up, shall be imposed on the consultant.

9. Abandonment of Work:

- i. That if the consultant abandon the work for any reason whatsoever or become incapacitated from acting as consultants as aforesaid, Office of the University Engineer may make full use of all or any of the drawings prepared by the consultants and that the consultants shall be liable to refund any excess fees paid to them upto that date plus such damages as may be assessed by [Office of the University Engineer](#).
- ii. If at any time after start of work, the client decides to abandon or reduce the scope of work for any reason whatsoever and hence not required the whole or any part of the works to be carried out, Office of the University Engineer shall give notice in writing to this effect to the Consultant and the consultant shall have no claim for any payment of compensation, or otherwise whatsoever, on account of any profit or advance which he might have derived from the execution of works in full but which he did not derive in consequence of the foreclosure of the whole or part of the work.



10. Termination:

Office of the University Engineer without any prejudice to its right against the consultants in respect of any delay or otherwise or to any claims or damages in respect of any breaches of the contract and without prejudice to any right or remedies under any of the provisions of this contract may terminate the contract by giving one month's notice in writing to the consultants and in the event of such termination, the consultants shall be liable to refund the excess payment, if any, made to them over and above what is due in terms of this agreement on the date of termination. Office of the University Engineer may make full use of all or any of the drawings prepared by the consultants.

In case due to any circumstances, Office of the University Engineer decides to curtail the scope of work or totally abandon the work, the payment to the consultants would be made based on Clause 3.0 above and approved preliminary estimate or estimated cost or awarded cost whichever is less up to the stage of work executed by him immediately before taking such a decision, payment is made by the Office of the University Engineer.

11. Number of Drawing Sets etc. and Copyright:

The Consultant shall supply free of charge to Office of the University Engineer, the adequate no. as specified elsewhere of following documents in soft i.e. in Scaled & Co-ordinate Auto CAD, .pdf, .docx, .xls file as well as hard copy.

- i. Detail Project Reports with colored drawings.
- ii. All the Drawings and estimates to be submitted to clients.
- iii. Complete detailed design calculations (structural and other services) including supply of drawings incorporating subsequent modifications.
- iv. All working drawings for all the components (Good for Construction Drawings).
- v. Detailed estimates and rate analysis of all works.
- vi. Completion drawings and detailed documents.
- vii. Tender documents/tender drawings as per Office of the University Engineer requirements.
- viii. Fabrication Drawings of all equipment if any.
- ix. As built drawings after completion of project.

The Consultant shall supply free of charge to Office of the University Engineer all the estimates, details of quantities (BOQ) detailed designs, reports and any other details envisaged under this agreement, including drawings architectural, structural, electrical, air conditioning or other services (internal and external) would be supplied by the consultants as indicated above. Any extra sets of drawings, if required Office of the University Engineer shall be supplied at mutually agreed cost. All these drawings will become the property of Office of the University Engineer. The drawing cannot be issued to any other person, firm or authority or used by the consultants for any other project. No copies of any drawing or document shall be issued to anyone except Office of the University Engineer and authorized representative of Office of the University Engineer.



12. Determination or Rescission of Agreement:

Office of the University Engineer without any prejudice to its right against the consultant in respect of any delay by notice in writing absolutely may determine the contract in any of the following cases:

- i. If the consultants being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of the creditor shall be appointed or if circumstances shall arise which entitle the court or creditor to appoint a receiver or a manager which entitles the court to make up a winding order.
- ii. If the consultants commit breach of any of the terms of agreement. When the consultants have made themselves liable for action under any of the clauses aforesaid, Office of the University Engineer shall have powers a) to determine or rescind the agreement b) to engage another consultant(s) to carry out the balance work at the risk and cost of the consultant and debiting the consultant(s) the excess amount, if any, so spent.
- iii. In case contract of consultant is determined, the performance Guarantee and Security Deposit of the consultant shall stand forfeited. The decision of Office of the University Engineer in this regard shall be final and binding on the consultant.

13. Responsibilities for Accuracy of Project Proposals

- i. The Consultant shall be responsible for the accuracy of the technical / financial data collected and the designs, drawings, quantities and estimates prepared by him as a part of the project. He shall indemnify Office of the University Engineer against any inaccuracy in the work, which might surface out at the time of ground implementation of the project. In such an eventuality, the consultant will be responsible to correct the drawings including re-investigations etc. as required without any extra cost implication on Office of the University Engineer. However, Office of the University Engineer reserves the rights to recover the additional cost incurred, from the policy/BG/Retention Money submitted by consultant or debarring them for the period of 3 years or both. The decision of Office of the University Engineer in this regard shall be final and binding on the consultant.
- ii. The Consultant shall fully indemnify Office of the University Engineer from and against all claims and proceedings for or on account of any infringement of any patent right, design, trade mark or name or other protected rights in respect of any construction plant, machinery work or material used for or in connection with the work or temporary works.
- iii. Office of the University Engineer reserves the right to award the work of one or more sectors/area to one or more consultant. Nothing extra shall be paid on this account. Further the payment of consultancy fees shall be regulated as mentioned under the Clause 4.0 "Mode of Payment".

14. Force Majeure Clause

Consultant/Consultancy Firm shall be granted extension of the completion date without any financial repercussion to cover the delay caused by the circumstances viz. incidence of war, invasion, revolution, sabotage, work shutdown imposed by Govt. agencies or legislature or other authorities, act of God, epidemics, fires, earth quakes, floods explosions, accidents, sea navigation blockages or any other acts or events whatsoever which are beyond the control



of Office of the University Engineer and which shall directly or indirectly prevent completion of the works within the time specified in the agreement.

15. Withholding and Lien of Payment

Whether any claim or claims for payment of money arises out of or under the contract against the Consultant, Office of the University Engineer shall be entitled to withhold and also to have a lien to retain in whole or in part, the security deposit, performance guarantee and or to withhold and have a lien to retain in part or in full the payments due to the consultant, or any claims of the consultant, so as to cover the claimed amount till the claim arising out of or under the contract is determined by the competent authority/ Office of the University Engineer.

16. Jurisdiction:

The agreement shall be governed by the Indian Law for the time being in force and the Courts in Mumbai alone will have jurisdiction to deal with matter arising there from.

17. General:

- i. The scrutiny of the drawing, and designs by Office of the University Engineer own supervisory staff, if any, does not absolve the Architects/consultants of their responsibility under the agreement. The Architects firms/consultants shall remain solely responsible for structural soundness of the design and other services for all provisions of the contract so as to satisfy the particular requirement of the Architectural specifications.
- ii. The Architect firms/Consultant shall supply to Office of the University Engineer copies of all documents, instructions issued to Architect firms/Consultants, if any, relating to the work, drawings, specifications, bill of quantities and also other documents as may be required.
- iii. The Architects hereby agree that the fees to be paid as provided herein (clause 3.0) will be in full discharge of function to be performed by him and no claim whatsoever shall be against Office of the University Engineer in respect of any proprietary rights or copy rights on the part of any party relating to the plans, models and drawings.
- iv. While providing consultancy services, the consultant shall ensure that there is no infringement of any patent or design rights and he shall be fully responsible for consequences/any actions due to any such infringement. Consultant shall keep Office of the University Engineer indemnified all the times and shall bear the losses suffered by Office of the University Engineer in this regard.
- v. Consultant shall appoint and notify a team of two senior officials of his organization as nodal officers to represent the consultant in all the meetings/presentations with Local Municipal Corporation Authorities/State/ Client / Office of the University Engineer /Central Govt. or any other agency.
- vi. All designs and drawings shall be the property of Office of the University Engineer. The name and logo of Office of the University Engineer shall be predominantly displayed on all the drawings and documents. The consultant shall not put his name or firms name on any of the documents/drawings on the DPR. The name of consultant shall be written as Associate Consultant on all drawings/documents only after DPR is approved from all the concerned authorities.
- vii. The originals of approved completion drawings shall be on good quality reproducible



tracing paper and soft copy (.dwg & .pdf format) of all the drawings & design shall have to be given on compact disc (CD). The proprietary rights of all the design shall remain with Office of the University Engineer.

- viii. The consultant shall be required to sign an Agreement with Office of the University Engineer within 30-days of the receipt of LOA based on these terms & conditions.
- ix. Recovery/Penalties can be recovered from the consultancy fee/EMD/BG of the other works that the consultant is doing or would be doing for Office of the University Engineer at that time.
- x. Stamp Duty: Successful Bidder shall bear the cost of Stamp Duty for the Agreement.

18. Foreclosure of Contract by Office of the University Engineer /Owner :

If at any time after the commencement of the work Office of the University Engineer shall for any reason whatsoever if required to foreclose the work or is not require the whole work thereof as specified in the tender to be carried out, the Engineer-in-Charge shall give notice in writing of the fact to the consultant, who shall have no claim to any payment of compensation whatsoever on account of any profit or advantage which he might have derived from the work in full, but which he did not derive in consequence of the foreclosure of the whole or part of the works.

19. Suspension of Works :

- The consultant shall, on receipt of the order in writing of the Engineer-in-charge, suspend the progress of the works or any part thereof for such time and in such manner as the Engineer-in-charge may consider necessary for any of the following reasons:
 - d. On account of any default on part of the consultant, or
 - e. For proper execution of the works or part thereof for reason other than the default of the consultant, or
 - f. If the work is partly or fully abandoned/suspended by Office of the University Engineer for any reasonsThe consultant shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that on behalf by the Engineer-in-charge.
- If the suspension is ordered for reasons (b) and (c) in sub-para (i) above.
 - c. The consultant shall be entitled to an extension of the time equal to the period of every such suspension plus 25%. No adjustment of contract price will be allowed for reasons of such suspension.
 - d. In the event of the consultant treating the suspension as an abandonment of the Contract by Office of the University Engineer, he shall have no claim to payment of any compensation on account of any profit or advantage which he may have derived from the work in full or part.



20. The risks and the coverage's shall be as follows:

- v. Third party liability insurance, with a minimum coverage, as specified by the Client per year for the period of Services.
- vi. Professional liability insurance: The total payments for professional Fees and Reimbursable Expenditures made or expected to be made to the Consultants.
- vii. Employer's liability and workers' compensation insurance in respect of the Personnel of the Consultants and of any Sub-consultant, in accordance with the relevant provisions of the provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate : and
- viii. Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultants' property used in the performance of the Services, and (iii) any documents prepared by the Consultants in the performance of the Services.

21. Arbitration:

In the event of a dispute or difference of any nature whatsoever between Office of the University Engineer and the Bidder during the course of the assignment arising as a result of this proposal, the same will be settled through the process of arbitration conducted by Sole Arbitrator appointed by Office of the University Engineer. The place of arbitral proceedings shall be at Nagpur. The provisions of Indian Arbitration Act & Conciliation Act 1996 with the revisions thereof shall apply to the arbitration proceeding.

22) Payment scheduled for Architect:

22.1 The University will not pay any retention charges to the Architect but fees as stipulated below will be entertained on services actually rendered.

22.2 The Architect will be paid the following fees which will include all costs of attending to discuss on preparing preliminary and detailed drawings and supplying 3 sets of same to the University, engaging designers, consultants or specialists as may be needed for proper execution of the project and any other incidental expenses which may be required to be incurred for providing the services envisaged as above and his own remuneration.

22.3 Fees payable on satisfactory completion of the job and on the basis of actual cost incurred on the project will be calculated as under.

22.4 For works costing as per Estimated cost of Project

**As per the scheduled mentioned in
the Volume -I in chapter IX**



22.5 For the purpose of calculating these fees, the main job will include all construction works including buildings, fittings, furniture, approach roads, water supply works, drainage works, electrical works and such other services as may be required for proper utilization of the project for the purpose for which it is intended and which may, by a written order, be entrusted to the Architect as a part of a particular job subject to provision that :-

- A. It will not include the value of land, land development works carried out by the University directly without assistance of the Architect and such other works on the premises which are not included in the job entrusted to the Architect.
- B. It will not include such buildings planned to be taken up simultaneously on the same Colleges, School, or Farm premises which are identical repetitions of a unit included in the main job and the quantities and costs of which are arrived at by multiplying those of the units under the main job which will be considered as a repeat job and paid for at different rates.

22.6 The fees for repeat job including the costs of internal water supply works, drainage works, electrification work and fixtures and furniture will be payable at the rate of 1 ½ % of the cost.

22.7 The Architect will be paid advances against the fees which become payable on completion of the job (including the liability period) at the following rates and intermediate advances subject to the adjustment against the dues on completion of the jobs :-

(i)	On preparation of plans and estimate adequate For A.A.	25 % of total Fees quoted by architect
(ii)	On issue of work order, to the contractor to start the work and supplying working drawings.	15 % of total Fees quoted by architect.
(iii)	Preparation of Structural drawing (R.C.C. / Steel / Wood) With Sample calculation. And	15 % of total Fees quoted by architect.
(iv)	General Supervision (at important stages) as per bill payment to the contractor	40 % of total Fees quoted by architect.
(v)	On submission of completion certificate, and submission of completion drawings.	5 % of total Fees quoted by architect.

22.8 No advance payment will be made for repeat job, Payment for each repeat unit shall be made only at stages (iii) given above.

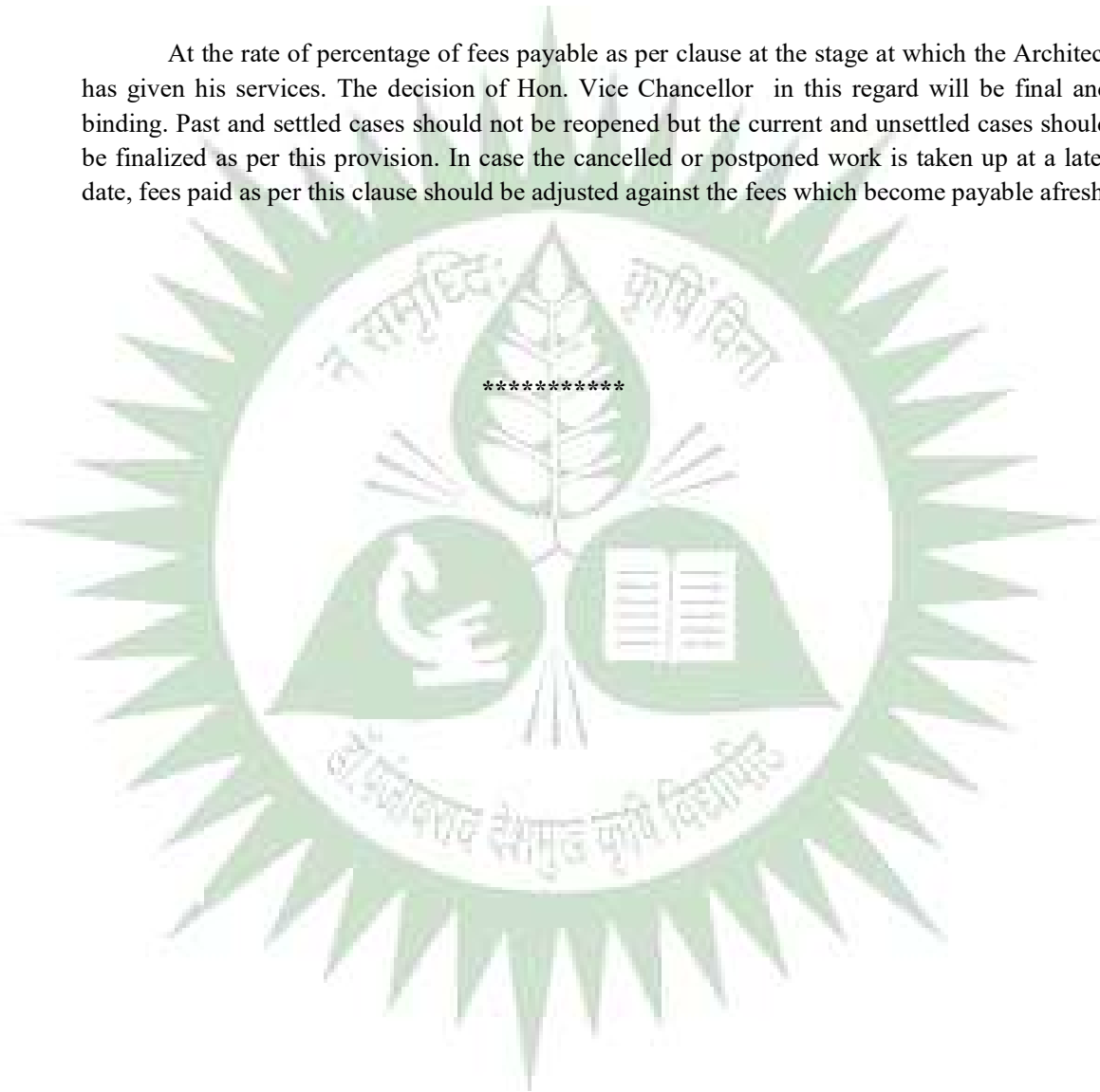
22.9 The fees payable in above, will be increased by service tax levied by Central / State Govt. from time to time. In other words, Service tax will be payable extra by the University.



22.10 In case of any dispute between the consulting Architect and the University Engineer in charge of the work, the matter will be referred to the Hon. Vice Chancellor for decision. The decision of Vice-Chancellor will be final & binding to all parties.

22.11 In case of job being cancelled or postponed for two years from the date of the approval of sketch plan at some stage by the University, after entrusting to an Architect the compensation at the following rates will be paid by the University, for the part work carried out by the Architect.

At the rate of percentage of fees payable as per clause at the stage at which the Architect has given his services. The decision of Hon. Vice Chancellor in this regard will be final and binding. Past and settled cases should not be reopened but the current and unsettled cases should be finalized as per this provision. In case the cancelled or postponed work is taken up at a later date, fees paid as per this clause should be adjusted against the fees which become payable afresh.





Annexure-2

SCOPE OF WORK FOR THE ARCHITECT CONSULTANTS

- 1.1 The concerned Architect will render the following service as and when required so as to start and complete the construction work as per program fixed by the University authorities.
- 1.2 The Architects will inspect the site or work, take instructions about the nature of the project, provide to the University authorities such sketch plans to the required scales and cost estimates as may be needed for preliminary scrutiny of the project and discuss the same with them regarding design, costing and other relevant matters. The Architect will carry out such changes in the sketch plans as may be advised and get the same approved from University authorities.
- 1.3 On approval of the sketch plans and preliminary cost estimates, the architect will prepare detailed drawings for submission to the local authorities like Municipal Corporation Municipalities, Panchayat etc. if their approval is necessary and get the same approved by the local authorities.
- 1.4 The Architect will prepare detailed working drawings to the required scale for actual construction, work out quantities of various items of work, and prepare detailed item wise cost estimates required for administrative approval to the project. The Architect will discuss such drawings and estimates with the authorities of the University and will carry out such modifications in the drawings, designs and estimates as may be advised for administrative approval and technical sanction of the competent authorities
- 1.5 After getting the drawings and estimates administratively approved and technically sanctioned by the competent authorities, the Architect will prepare the contract documents including necessary specifications for the items of work get the same approved by the University authorities and provide three sets of such documents to the University for inviting tenders.
- 1.6 The general conditions of the contract will be provided by the University in the form of printed booklets. All other documents like copies of drawings, specifications etc. will be provided by the Architect so as to compile the tender documents in adequate quantity for supplying to the respective contractors.
- 1.7 The tender will be invited by the University authorities. The tender documents will be issued and received by the University authorities. The tender fees will also be received by the University as its own income.
- 1.8 After particular tender is accepted and order to start the work is given to the contractor, the Architect will furnish to the contractor the set of such working drawings as may be needed for execution of the projects.
- 1.9 The lines and levels of the various parts of the works will be taken by the contractor with the helps of the working drawings and the same will be checked by the Architect for correctness from time to time as may be required to ensure that all measurements of the works are properly and correctly aligned as per approved plants.



- 1.10 The Architect or his authorized agent, will visit the work under construction from time to time so as to ensure adequate control on Architectural features, quality of work and progress of the project as a whole.
- 1.11 The Architect shall obtain the services of qualified structural engineers and such other specialists for the detailed design or the various parts of the project like RCC members, structural steel-work, pumping equipment's for water supply drawings, electrical installation etc. to the satisfaction of the University authorities and get proof checked by State Govt. Deptt./Govt. Engg. Colleges for which no extra charges will be done by the University beyond the fees stipulated hereafter.
- 1.12 Architect's signature will not be necessary on running bills. The Architect's signature will be taken in the final bill only as a token of the acceptance of work as per design drawing and their general concept. They are not responsible for detailed measurements, the rates and the amount payable to the contractor.
- 1.13 During the period of construction, the Architect may be required to prepare and furnish revised working drawings for the whole work or a part of it, in case any major alterations in the original scheme are required to be done.
- 1.14 The Architect will prepare completion drawings as per work actually carried out within three months of the date of physical completion of work. The completion drawing should indicate all modifications carried out after technical sanction of the project so as to serve as record drawings of the project.



- 1.15 The Architect shall have to supply the preliminary drawings, estimates, detailed working drawings, draft contract papers etc. at various stage within the time limit as prescribed below.

Sr. No.	Details required	Period permissible for submission	Remarks
1.	Sketch plans along with plinth area estimate	3 Weeks	From date of receipt of job allotment letter with the detail requirements.
2.	Detailed plans and estimate for technical sanction.	6 Weeks	From the date of receipt of intimation to Architect regarding approval of sketch plan.
3.	Draft tender paper	2 Weeks	After according Technical sanction.
4.	Tender papers together with all the architectural working drawings and foundation plan.	2 Weeks	After the approval of the Draft Tender Paper.
5.	R.C.C. Structural design and detailed working drawings, up to plinth level.	2 Weeks	After the approval of the Tender.
6.	R.C.C. structural design and detailed working drawings (Remaining)	4 Weeks	After the approval of the Tender.
7.	Completion drawing along with completion certificate.	2 Weeks	After issue of intimation from the competent authority / University Engineer concerned.

In case the Architect fails to adhere to such time limits, the University authorities may terminate the job given to the architect. In case of such termination of the job the architect will not be entitled to any remuneration or compensation for the part of job done by him or costs incurred for it. The University authorities may however, consider such compensation as it may deem fit on consideration of work done by the Architect.

- 1.16 (a) The Architect will be responsible for soundness of the structure in respect of correctness of structural designs of all parts. In case any damage occurs or is likely to occur due to defective design, university authorities will be entitled to remove the architect from the panel of the University.
- 1.17(b) Architect will be responsible for the correctness of the quantity mentioned for each item in the estimate. in case, excess of more than 10% occurring on the items of cement- concrete, steel reinforcement structural steel, trusses (without any increase in area in plan and section.) the architect will be liable to be removed from the panel of architect.



Annexure-3

I, hereby Architect _____ quoted charges for Architect works for the Dr. P.D.K.V., Akola (here in before and here in after referred to as University) of the work in figures as well as in works _____ % (_____) of the estimated cost of Project and as per the above mentioned terms & condition.
