Shri Govind Guru University (Established vide Gujarat Act No. 24/2015)

REQUEST FOR PROPOSAL (RFP)

For the Selection of Architect Service

For "Preparation of Master Plan and Comprehensive Architectural Design of Permanent Campus of Shri Govind Guru University Godhra (SGGU)(including Phase - I works) at Vinzol Tal. Godhra Dist. Panchmahals-Gujarat" through e- tendering

Tender No. SGGU/ESTATE/RFP/01/2018/19510 dated:29.09.2018

Total No. of Pages -87

E-Tender Processing Fee - Rs. 5000/- in form of Demand Draft in the name of "Registrar Shri Govind Guru University" Payable at Godhra.

Registration with n-Procure: - Intending bidders are requested to register themselves with n-Procure (if not registered earlier) through n procure website https://www.nprocure.com for obtaining user-id and paying online tender processing fee etc. Bidders are also required to obtain Digital Signature for participating in this e-tender.

શ્રી ગોવિંદ ગુરુ યુનિવર્સીટી (ગુજરાત એક્ટ નં ૨૪/૨૦૧૫ દ્વારા સ્થાપિત) Shri Govind Guru University (Established vide Gujarat Act No. 24/2015) NOTICE INVITING e-Tender

Tender No. SGGU/ESTATE/RFP/2018/19510

Date 29.09.2018

Shri Govind Guru University Godhra invites 'Request for Proposal' from eligible Architects under two-bid system for preparation of 'Master Plan and Comprehensive Architectural Design of permanent campus of Shri Govind Guru University Godhra (Phase-I Works and Whole Campus Works) at Vinzol, Tal.Godhra Dist. Panchmahals Gujarat'. The RFP document and other details can be obtained from the University website www.sggu.ac.in, www.nprocure.com Amendments, if any, will be notified in above websites.

Last date and time of submission of bid is 20.10.2018 up to 03:30 PM.

Registrar

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DISCLAIMER

Shri Govind Guru University Godhra has prepared this 'Request for Proposal' (RFP) document for this project. The purpose of this RFP is to provide information to the interested parties for assistance in preparation of their bid.

While the University has taken due care in the preparation of the information contained herein, and believe it to be complete and accurate, neither they nor any of their authorities or agencies nor any of their officers, employees give any warranty or make any representations, expressed or implied as to the exhaustiveness/ completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

Respondents to this RFP are required to make their own inquiries/surveys with respect to the subject of this RFP and will be required to confirm, in writing, that they have done so and that they did not rely solely on the information in RFP.

This RFP is neither an agreement, nor an offer or invitation to perform services of any kind to any party.

The University reserves the right not to proceed with the Project or to change the configuration of the Project, to alter the time-table reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the Project further with any respondent. .

No reimbursement of cost of any type on any account will be paid to persons or entities submitting their Bid in response to this RFP.

શ્રી ગોવિંદ ગુરુ યુનિવર્સીટી (ગુજરાત એક્ટ નં ૨૪/૨૦૧૫ દ્વારા સ્થાપિત) Shri Govind Guru University

(Established vide Gujarat Act No. 24/2015)

Part-1

Instructions to Bidders:

BACKGROUND INFORMATION:

1. BACKGROUND

Shri Govind Guru University (SGGU) is an autonomous body, established in 2015 by the Government of Gujarat to provide quality higher education in the district of Panchmahals, Dahod, Mahisagar, Chhota Udepur and Vadodara (Rural) to cater to the needs of students. The SGGU is operational from January 2016 in a temporary campus at Government Polytechnic Campus, RTO Road, Gadukpur, Godhra, Panchmahals, Gujarat 389001.

For the establishment of a State of the Art permanent campus, 100acres land has been allotted at Vinzol, Tal. Godhra-Panchmahals near Ahmedabad-Indore National High-way by the Government of Gujarat. The main objectives of appointing and functioning of the architects are mainly but not limited to:

- **1.** Undertaking necessary surveys and investigations required for the designing the project components;
- 2. Preparing detailed designs, plan and estimates of various project components
- **3.** Preparing technical specifications, bid documents, contract documents etc.;
- **4.** Assist in construction supervision and quality control and measurement of works under the Project; and overall supervision of the project including preparation of reports
- **5.** Preparation of project implementation schedules, reporting of progress during the project period

The project will be implemented in phased manner according to the availability of fund. The contract for architectural consultancy services is likely to be extended for the subsequent phases according to the performance of the selected Architect.

The Government of Gujarat would be allocating budgetary grants to develop the campus along with the required infrastructure.

The SGGU is inviting bid through e- tender from the eligible Architects for "Preparation of Master plan and comprehensive architectural design of permanent campus of Shri Govind Guru University (including phase - I works) at Vinzol, Tal. Godhra Panchmahals"

2. Proposed Buildings and Services

The SGGU Campus will be designed contextual with locale with modern, sustainable, Energy Efficient buildings in accordance with standard and best practices/ guidelines. The

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requirements of whole campus and requirements under phase -1 works are as specified below. Based on the University requirements, any item/items and number of more building(s) can be added or deleted in this list.

WHOLE CAMPUS REQUIREMENTS AND CONSTRUCTION OF BUILDINGS - Built up area wise

- 01. Architectural design
- **02.** Building requirements:

Administration Block (4 Floors + Basement)			
Designation	Chamber/Office	Size	
Vice Chancellor	1 Chamber with Anti	1200 Sq. ft.	
Pro Vice Chancellor	chamber &	1000 Sq. ft.	
Registrar	Sanitation Facilities	900 Sq. ft.	
Controller of Examination		750 Sq. ft.	
CDC	1	150 Sq. ft.	
Director of Physical Education	1	150 Sq. ft.	
Legal Officer	1	150 Sq. ft.	
Account and Finance Officer	1	150 Sq. ft.	
University Engineer	1	150 Sq. ft.	
Deputy Registrar	3	150 Sq. ft.	
Vice-Chancellor Secretary Office	1	200 Sq. ft.	
Pro Vice-Chancellor Secretary's Office	1	200 Sq. ft.	
Registrar Secretary's Office	1	200 Sq. ft.	
Controller of Examination Secretary's Office	1	150 Sq. ft.	
CDC office	2 rooms	150 Sq. ft.	
Physical Education office	1 room	150 Sq. ft.	
Legal Office	1 room	150 Sq. ft.	
Account office	4 room	150 Sq. ft.	
Estate office	2 rooms	150 Sq. ft.	
Exam office	18 rooms	4 rooms 150 Sq. ft.,	
		4 rooms 200 Sq. ft.,	
		2 rooms 300 Sq. ft.,	
		8 rooms 120 Sq. ft.	
Computer Center	4 rooms	300 Sq. ft.	
PG & Research office	2 rooms	1 room 150 Sq. ft. &	
		1 room 200 Sq. ft.	
Affiliation office	2 rooms	1 room 150 Sq. ft. &	
		1 room 200 Sq. ft.	
Teaching staff office	1 room	200 Sq. ft.	
Non-teaching office	1 room	300 Sq. ft.	
Publication office	1 room	150 Sq. ft.	
Planning and Development	1 room	150 Sq. ft.	
General store	2 room	1 room 300 Sq. ft. &	
		1 room 150 Sq. ft.	

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Exam store	2 room	400 Sq. ft.
Server Room	1	150 Sq. ft.
Vice- Chancellor Meeting Room	1	
Pro Vice-Chancellor Meeting Room	I	500 Sq. ft.
Registrar Meeting Room	1	150 Sq. ft.
Meeting Room	1	500 Sq. ft.
Authority Secretariate	2	150 Sq. ft.
Academic Section	2	150 Sq. ft.
Basement	Parking	

(1 toilet + 4 Urinals for male & female on each floor) (Water room 100 Sq. Ft. on each floor)

03. Centralized Admission, Carrier Counseling & IQAC Building; 4 rooms 1500 sq.ft. (3 floor + Basement) (1 toilet + 4 Urinals for male & female on each floor) (Water room 100 Sq. Ft. on each floor)

04. Academic Department (4 Floors + Basement)

Science Building (in Square foot)

Class rooms-	18	1200
Laboratory	6 Big Size	800
Head of Department	6	100
Faculty Room	6	500
Conference Room	2	1500 & 750
Admin Room	1	300
Girls Common Room	1	150

(1 toilet + 4 Urinals for male & female on each floor) (Water room 100 Sq. Ft. on each floor)

Liberal Arts Building (in Square foot)

Class rooms-	18	1200 Sq. ft. (12) & 1500 Sq. ft. (6)
Laboratory	1	1200 Sq. ft.
Head Of Department	6	100 Sq. ft.
Faculty Room	6	500 Sq. ft.
Conference Room	2	1500 Sq. ft. & 750 Sq. ft.
Admin Room	1	300 Sq. ft.
Girls Common Room	1	150 Sq. ft.
Basement	Parking	

(1 toilet + 4 Urinals for male & female on each floor) (Water room 100 Sq. Ft. on each floor)

Commerce and Education Building

Class rooms-	12	1200 Sq. ft. (12) & 1500 Sq. ft. (6)
Laboratory	1	1200 Sq. ft.
Head Of Department	6	100 Sq. ft.
Faculty Room	6	500 Sq. ft.
Conference Room	2	1500 Sq. ft. & 750 Sq. ft.
Admin Room	1	300 Sq. ft.
Girls Common Room	1	150 Sq. ft.
Basement	Parking	

(1 toilet + 4 Urinals for male & female on each floor) (Water room 100 Sq. Ft. on each floor)

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Central Library (4 Floor + Basement)

Librarian	1 room	150 Sq. ft.
Staff	1 room	200 Sq. ft.
Reading Room for Students	1 room	2200 Sq. ft.
Reading Room for Faculty	1 room	1200 Sq.ft.
Cyber Library Room	1 room	300 Sq. ft.
Books Section	1 room	1500 Sq. ft.
Server Room	1 room	100 Sq. ft.
Basement	Parking	

(1 toilet + 4 Urinals for male & female on each floor) (Water room 100 Sq. Ft. on each floor)

Health Centre

Medical Officer	1 room	150 sq.ft.
Laboratory	1 room	200 sq.ft.
Pharmacy	1 room	150 sq.ft.
Store	1 room	200 sq.ft.

(1 toilet + 4 Urinals for male & female on each floor) (Water room 50 sq.ft.)

05. Students Facilities Centre

1) Bank-1: 1500 Sq.ft.

2) Post Office-1: 300 sq.ft.

3) Canteen-1: 1500 sq.ft

4) Shops-5:150 sq.ft

5) General Rest Room

6) Toilet: 3 toilets+7 urinals for Male & Female (Standard Size)

06. Hostel: Boys & Girls (2+2 Building) (3 Floors + Basement)

1) Warden office: 150sq.ft. (Ground Floor)

2) 48 rooms on each floor :150sq.ft.

3) 10 bathroom, 10 toilet, 4 urinal & water room on each floor (Standard size)

4) Mesh + Canteen on first floor

5) Reading room on second floor

6) Garden (Center part of Building)

07. Indoor Stadium: 8000 sq.ft.

1) Badminton coat: Standard size

2) Table Tennis Coat: Standard Size

3) Gymnasium: 1800 sq.ft.

4) Yoga hall: 2000 sq.ft.

5) 1 Toilet + 3 Urinal for Male & Female (standard size)

6) Water room: 100 sq.ft.

08. Outdoor Stadium

1) Kho-kho Ground: Standard size

2) Kabaddi Ground: Standard size

3) Vollyball Ground: Standard Size

4) Long Jump Ground: Standard Size

5) High Jump Ground: Standard Size

6) Athletic Track:

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09. Open Air Theater: 8000 Sq.ft

1) 1 Stage: 60x30x20 sq.ft.

2) 2 Dressing rooms: 600 sq.ft (each)

10. Vice Chancellor Residence: 1 (K Type)

11. Pro Vice-Chancellor Residence: 1 (Kh Type)

12. Registrar Residence : 1 (Kh Type)

13. Controller of Examination Residence : 1 (G1 Type)

14. Director of Physical Education: Residence: 1 (G1 Type)

15. University Librarian Residence: 1 (G1 Type)

16. Deputy Registrar Residence : 4 Flats (2 Floor: Gh type) (2 flats on each floor)

17. Assistant Registrar & Section Officer Residence: 18 Flats (3 Floor: Gh1 type) (6 flats on each floor)

18. Head Clerk & Senior Clerk Residence : 24 Flats (3 Floor: Ch1 type) (8 flats on each floor)

19. Junior Clerk Residence : 24 Flats (3 Floor: Ch type) (8 flats on each floor)

20. Professor Residence : 6 (G1 Type)

21. Associate Professor Residence : 18 Flats (3 Floor: G1 Type) (6 flats on each floor)

22. Assistant Professor Residence : 36 Flats (6 Floor: Gh1 Type) (6 flats on each floor)

23. VIP Guest House: (3 Floors)

Reception + Waiting Area	400 Sq. Ft.	Ground Floor
3 Suit Rooms including 400 Sq. Ft.		Ground Floor
visitor room		
6 AC Rooms 200 Sq. F		3 floor (3 rooms on each floor)
Kitchen + VIP Dining room	600 Sq. Ft.	Ground Floor

24. Guest House: (3 Floors)

Reception + Waiting Area	150 Sq. Ft.	Ground Floor	
18 Rooms	150 Sq. Ft.	3 floor (6 rooms on each floor)	
Kitchen + Dining room	500 Sq. Ft.	Ground Floor	

25. General Amentias

- 1) Central Garden
- 2) Botanical Garden
- 3) Tribal Arts Gallery: 3000 Sq. Ft.
- 4) Two track internal CC road with footpath & plantation
- 5) Street Light
- 6) Rooftop solar energy panel (each building)
- 7) Rainwater harvesting
- 8) Facility of ramp for PH Students (each Academic building, Admin Building & Library)
- 9) Drainage System
- 10) well: 2
- 11) Bore well:2
- 12) Narmada Drinking Water Pipeline
- 13) Overhead tank: 2
- 14) Pump room : 2
- 15) Suez treatment plant: 1

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16) Transformer / D.P. room : 1

All buildings shall be sustainable, energy efficient and space shall be used optimally. Campus should be designed so as to leave enough space for future expansion also.

PHASE-1 REQUIREMENTS AND CONSTRUCTION OF BUILDINGS - Built up area wise

- 01. Architectural design
- **02.** Building requirements:

Administration Block (4 Floors + Basement)			
Designation	Chamber/Office	Size	
Vice Chancellor	1 Chamber with Anti	1200 Sq. ft.	
Pro Vice Chancellor	chamber &	1000 Sq. ft.	
Registrar	Sanitation Facilities	900 Sq. ft.	
Controller of Examination		750 Sq. ft.	
CDC	1	150 Sq. ft.	
Director of Physical Education	1	150 Sq. ft.	
Legal Officer	1	150 Sq. ft.	
Account and Finance Officer	1	150 Sq. ft.	
University Engineer	1	150 Sq. ft.	
Deputy Registrar	3	150 Sq. ft.	
Vice-Chancellor Secretary Office	1	200 Sq. ft.	
Pro Vice-Chancellor Secretary's Office	1	200 Sq. ft.	
Registrar Secretary's Office	1	200 Sq. ft.	
Controller of Examination Secretary's Office	1	150 Sq. ft.	
CDC office	2 rooms	150 Sq. ft.	
Physical Education office	1 room	150 Sq. ft.	
Legal Office	1 room	150 Sq. ft.	
Account office	4 room	150 Sq. ft.	
Estate office	2 rooms	150 Sq. ft.	
Exam office	18 rooms	4 rooms 150 Sq. ft.,	
		4 rooms 200 Sq. ft.,	
		2 rooms 300 Sq. ft.,	
		8 rooms 120 Sq. ft.	
Computer Center	4 rooms	300 Sq. ft.	
PG & Research office	2 rooms	1 room 150 Sq. ft. &	
		1 room 200 Sq. ft.	
Affiliation office	2 rooms	1 room 150 Sq. ft. &	
		1 room 200 Sq. ft.	
Teaching staff office	1 room	200 Sq. ft.	
Non-teaching office	1 room	300 Sq. ft.	
Publication office	1 room	150 Sq. ft.	
Planning and Development	1 room	150 Sq. ft.	
General store	2 room	1 room 300 Sq. ft. &	
		1 room 150 Sq. ft.	
Exam store	2 room	400 Sq. ft.	

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·		
Server Room	1	150 Sq. ft.
Vice- Chancellor Meeting Room	1	500 Sq. ft.
Pro Vice-Chancellor Meeting Room		
Registrar Meeting Room	1	150 Sq. ft.
Meeting Room	1	500 Sq. ft.
Authority Secretariate	2	150 Sq. ft.
Academic Section	2	150 Sq. ft.
Basement	Parking	

(1 toilet + 4 Urinals for male & female on each floor) (Water room 100 Sq. Ft. on each floor)

- 03. Centralized Admission, Carrier Counseling & IQAC Building; 4 rooms 1500 sq.ft. (3 floor
 - + Basement) (1 toilet + 4 Urinals for male & female on each floor) (Water room 100 Sq. Ft. on each floor)

04. <u>Academic Department</u> (4 Floors + Basement)

Science Building

Class rooms-	18	1200
Laboratory	6 Big Size	800
Head of Department	6	100
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Conference Room	2	1500 & 750
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(1 toilet + 4 Urinals for male & female on each floor) (Water room 100 Sq. Ft. on each floor)

Liberal Arts Building

Class rooms-	18	1200 Sq. ft. (12) & 1500 Sq. ft. (6)
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Faculty Room	6	500 Sq. ft.
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Admin Room	1	300 Sq. ft.
Girls Common Room	1	150 Sq. ft.
Basement	Parking	

(1 toilet + 4 Urinals for male & female on each floor) (Water room 100 Sq. Ft. on each floor) **Commerce and Education Building**

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Class rooms-	12	1200 Sq. ft. (12) & 1500 Sq. ft. (6)
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Faculty Room	6	500 Sq. ft.
Conference Room	2	1500 Sq. ft. & 750 Sq. ft.
Admin Room	1	300 Sq. ft.
Girls Common Room	1	150 Sq. ft.
Basement	Parking	

(1 toilet + 4 Urinals for male & female on each floor) (Water room 100 Sq. Ft. on each floor)

Shri Govind Guru University (Established vide Gujarat Act No. 24/2015)

Central Library (4 Floor + Basement)

Librarian	1 room	150 Sq. ft.
Staff	1 room	200 Sq. ft.
Reading Room for Students	1 room	2200 Sq. ft.
Reading Room for Faculty	1 room	1200 Sq.ft.
Cyber Library Room	1 room	300 Sq. ft.
Books Section	1 room	1500 Sq. ft.
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(1 toilet + 4 Urinals for male & female on each floor) (Water room 100 Sq. Ft. on each floor)

Health Centre

Medical Officer	1 room	150 sq.ft.
Laboratory	1 room	200 sq.ft.
Pharmacy	1 room	150 sq.ft.
Store	1 room	200 sq.ft.

(1 toilet + 4 Urinals for male & female on each floor) (Water room 50 sq.ft.)

05. Students Facilities Centre

1) Bank-1: 1500 Sq.ft.

2) Post Office-1: 300 sq.ft.

3) Canteen-1: 1500 sq.ft

4) Shops-5:150 sq.ft

5) General Rest Room

6) Toilet: 3 toilets+7 urinals for Male & Female (Standard Size)

06. Hostel: Boys & Girls (1+1 Building) (3 Floors + Basement)

1) Warden office: 150sq.ft. (Ground Floor)

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6) Garden (Center part of Building)

07. Outdoor Stadium

1) Kho-kho Ground: Standard size

2) Kabaddi Ground: Standard size

3) Vollyball Ground: Standard Size

4) Long Jump Ground: Standard Size

5) High Jump Ground: Standard Size

6) Athletic Track:

08. Open Air Theater: 8000 Sq.ft

1) 1 Stage: 60x30x20 sq.ft.

2) 2 Dressing rooms: 600 sq.ft (each)

09. Vice Chancellor Residence: 1 (K Type)

10. Pro Vice-Chancellor Residence: 1 (Kh Type)

11. Registrar Residence : 1 (Kh Type)

12. Controller of Examination Residence : 1 (G1 Type)

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- 13. Deputy Registrar Residence : 4 Flats (2 Floor: Gh type) (2 flats on each floor)
- **14. Assistant Registrar & Section Officer Residence**: 18 Flats (3 Floor: Gh1 type) (6 flats on each floor)
- 15. Head Clerk & Senior Clerk Residence : 24 Flats (3 Floor: Ch1 type) (8 flats on each floor)
- **16.** Junior Clerk Residence : 24 Flats (3 Floor: Ch type) (8 flats on each floor)
- **17. Professor Residence** : 6 (G1 Type)
- **18. Associate Professor Residence** : 18 Flats (3 Floor: G1 Type) (6 flats on each floor)
- 19. Assistant Professor Residence : 36 Flats (6 Floor: Gh1 Type) (6 flats on each floor)

20. Guest House: (3 Floors)

Reception + Waiting Area	150 Sq. Ft.	Ground Floor
18 Rooms	150 Sq. Ft.	3 floor (6 rooms on each floor)
Kitchen + Dining room	500 Sq. Ft.	Ground Floor

21. General Amentias

- 1) Tribal Arts Gallery: 3000 Sq. Ft.
- 2) Two track internal CC road with footpath & plantation
- 3) Street Light
- 4) Rooftop solar energy panel (each building)
- 5) Rainwater harvesting
- 6) Facility of ramp for PH Students (each Academic building, Admin Building & Library)
- 7) Drainage System
- 8) well: 1
- 9) Bore well:1
- 10) Narmada Drinking Water Pipeline
- 11) Overhead tank: 2
- 12) Pump room: 2
- 13) Suez treatment plant: 1
- 14) Transformer / D.P. room: 1

All buildings shall be sustainable, energy efficient and space shall be used optimally. Campus should be designed so as to leave enough space for future expansion also.

3. IMPORTANT INFORMATION

Bid Security (EMD) amount	INR 7.00 lakhs (INR Seven Lakh only) in the form of			
	Demand Draft or Bank Guarantee.			
e-Tender Processing Fee	Rs. 5000/- (five thousand only) In form of Demand Draft			
	in the name of "Registrar Shri Govind Guru University"			
	Payable at Godhra			
Download of FRP document	The RFP document and other details can be obtained			
	from the SGGU website <u>www.sggu.ac.in</u> and			
	www.nprocure.com Downloading period of RFP			
	document from 29/09/2018 to 20/10/2018 3.30 PM.			
Pre Bid Meeting	Pre Bid meeting will be held on 12/10/2018 at 12.00 PM			
	at Conference Room, Shri Govind Guru University,			
	Government Polytechnic Campus, RTO Road, Gadukpur			

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· · · · · · · · · · · · · · · · · · ·	Godhra Panchmahals Gujarat 389001. Interested Bidders shall intimate the University about their Participation in Pre-Bid meeting and send their queries one week prior to date of Pre-Bid meeting through email registrar@sggu.ac.in or by post at above address. The queries may also be submitted during pre-bid conference.
Last date for submission of queries	Up to five days from the first appearance of NIT or during pre-bid conference
Last date and time of down load of RFP/ Bid document	20/10/2018 3.30 PM.
Last Date & time of Submission of Bid, online only (Bid due date)	20/10/2018 3.30 PM.
Last date of submission of EMD	Last Date of submission of EMD 20/10/2018 up to 03:30 PM
Date and Timing of opening of Bid	23/10/2018 12.00 PM
Date of presentations before the jury / Selection Committee	To be intimated later by the SGGU
Date & time of opening of financial Bids	To be intimated later by the SGGU
Date of submission of performance security bank guarantee	10 days from issue of Letter of award (LOA)
Date of signing of agreement	15 days from issue of LOA
Validity of bid	120 days from the date of submission of bid or any extension thereof
Helpdesk Contact Detail (Technical)	02672 255102
Address for Communication	The Registrar, Shri Govind Guru University, Government Polytechnic Campus, RTO Road, Gadukpur, Godhra Dist. Panchmahls-389001 Gujarat

4. Eligibility criteria and selection process of the bidder (Architect) is described in Part–II of RFP document.

5. Bid Security/EMD

The Bidder shall furnish INR 7.00 lakhs (INR Seven lakhs only)

The Bid Security will be in the form of a Bank Guarantee (as per Performa Annexure P) or through a crossed demand draft issued from any nationalized bank or from a Scheduled Commercial Bank and drawn in favor of Registrar Shri Govind Guru University, payable at Godhra.

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The Bid Security shall be endorsed/pledged in favor of Registrar Shri Govind Guru University and shall be submitted in a separate envelope super scribed "Bid Security (EMD)" and shall be kept in Technical Package.

Any Bid not accompanied by an acceptable Bid Security shall be treated as nonresponsive and shall be summarily rejected.

The Bid Securities of unsuccessful Bidders shall be discharged / returned by the SGGU as promptly as possible, after the signing of the agreement with the successful bidder.

The Bid Security of the Successful Bidder shall be returned upon the Successful Bidder executing the Contract Agreement with the Registrar Shri Govind Guru University and submission of performance security bank quarantee.

If case of availability of exemption provided by Government/authorities for submission of bid security and tender processing fees, the bidder shall provide necessary document for availing such exemption.

The Bid Security shall be forfeited:

- a) If a Bidder modifies or withdraws his Bid during the period of Bid Validity,
- b) If the validity of the BG is not extended / kept valid for a period of 45 days beyond the extended validity of the offer. OR
- c) In the case of the Successful Bidder:
 - i. The necessary Performance Security is not furnished within the given period.
 - ii. The Contract is not signed within the time limit specified in the RFP.
- **6.** Period of Validity of bid Bids shall remain valid for 120 days from the last date of submission of bids or any extension thereof (Bid Due Date). A bid valid for a shorter period shall be rejected by the SGGU as being non-responsive.

7. Extension of Bid Validity

Prior to the expiry of the original Bid Validity Period, the Registrar Shri Govind Guru University may request Bidders to extend the Bid Validity Period for a specified additional period. In case the bidder extends the bid validity, the bidder shall also extend the validity of the Bid Security accordingly. A Bidder may refuse the request for extending the bid validity without forfeiting its bid security.

A Bidder accepting such request, shall not be allowed to modify its bid on its own.

8. Inspection of Site

The Site information given in this RFP is for guidance only. The Bidder is advised to visit and examine the Site and its surroundings at his/their cost and obtain all information that they may deem necessary for preparing the Bid.

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Bidder can obtain information from the University regarding contact person/s for the site visit. Any expenditure towards site inspection, presentation and preparation of bids shall be borne by the bidder.

Shri Govind Guru University shall not be liable for such costs, regardless of the outcome of the selection process and no reimbursement of whatsoever nature in this regard shall be made by Shri Govind Guru University.

9. Clarifications

Bidders can seek clarifications to the RFP document by writing at the mailing address The Registrar, Shri Govind Guru University, Government Polytechnic Campus, RTO Road, Gadukpur-Godhra Dist. Panchmahals 389001 up to five days from the first appearance of NIT.

10. Pre-Bid Conference

University shall conduct a pre-bid conference at Shri Govind Guru University, Government Polytechnic Campus, RTO Road, Gadukpur-Godhra Dist. Panchmahals 389001 on 12/10/2018 at 12.00 pm to answer queries that the Bidders may have in connection with the RFP.

Interested Bidders shall intimate Shri Govind Guru University about their Participation in Pre- Bid meeting and send their queries one week prior to date of Pre-Bid meeting through email registrar@sqqu.ac.in or by post at above address.

11. Amendments to the RFP Document

At any time prior to the deadline for the submission of Bids, SGGU may, for any reason, whether at its own initiative or in response to a clarification or query raised by a prospective Bidder, modify the RFP by an amendment / corrigendum notice.

The addendum / corrigendum will be available on University website www.sggu.ac.in, and Portal www.nprocure.com Separate notification / advertisement will not be made for this in the print media.

In order to allow Bidders reasonable time for preparing their Bids after taking into account such amendments, Shri Govind Guru University may at its discretion extend the deadline for the Submission of Bids.

12. Bid Prices/Fee

Bidder to quote their fee in Indian Rupees in Price Schedules as furnished in the RFP (Annexure-S) in the manner and detail indicated therein and submits the same with its bid. Fee shall be inclusive of all costs but excluding GST. GST is reimbursable by the University, if applicable, on actual basis.

13. Preparation of Bid

Bidders responsibility

- 1) The Bidder is solely responsible for the preparation of Bids and details therein.
- 2) The Bidder is expected to examine carefully all the contents of RFP as mentioned in instructions to bidders, terms and conditions, forms, etc. Failure to comply with the

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requirements as detailed in these documents shall be at the Bidders' own risk. Bids which are not responsive to the requirements of RFP will be rejected.

- 3) The Bidder shall be deemed to have inspected the Site and its surroundings and taken into account all relevant factors pertaining to the Site in the preparation and submission of the Bid.
- 4) The Bidder shall bear all costs associated with the preparation and submission of his Bid and The University will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Bidding process.

14. Power of Attorney

Bidders shall submit along with the technical bid, Power of Attorney as per the form attached Annexure-O with RFP, on a non-judicial stamp paper of an appropriate value duly notarized, in favor of the authorized person signing the Bid document.

The said authority shall also include authority to make corrections / modifications and interacting with Shri Govind Guru University and for acting as a contact person.

15. Language of Bid

The bid prepared by the Bidder and all correspondence & documents related to the bid exchanged by the Bidder and the University, shall be written in the English language. Bid submitted in any other language is liable to be rejected.

16. Bid Submission:

A.

- (i) SGGU Godhra has decided to use process of e-tendering for inviting this tender and so the hard copy of the Tender document will not be available for sale and only online submission of bids will be acceptable.
- (ii) The tender should be submitted online under Two Bid Systems i.e. "Technical Bid" and "Financial Bid". Technical bid must contain the information as prescribed in tender document. The "Financial Bid" must contain the rate for providing Services. Discounts if any mentioned by the bidders shall not be considered unless these are specifically indicated in the price schedules.
- (iii) The bidders are requested to upload all the documents required in tender and all the documents should be sealed and signed or digitally signed before the closing of the tender.

B. Documents Comprising the Bid

The Bid should be prepared keeping in mind the evaluation criteria defined in the RFP Document. The Bidders shall submit their bids in two parts, i.e.

- 1) Technical Bid (Part 1)
 - i. Technical document part 1a, documents related to eligibility to qualify for next stage.

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(ગુજરાત એક્ટ નં ૨૪/૨૦૧૫ દ્વારા સ્થાપિત)

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- ii. Technical document part 1b for obtaining technical score as laid down in the RFP for qualifying stage I for next stage i.e. presentation before the selection committee / jury
- 2) Financial Bid (Part 2)

17. Technical Package:

- i. Part 1(a) shall consist the following documents-
- a) EMD (EMD in an envelope, sealed and marked as "EMD for Tender No. SGGU/ESTATE/RFP/1/2018/19510 dated 29/09/2018" for easy identification.
- b) Power of Attorney
- c) Integrity Pact and Agreement duly filled and signed by the authorized signatory on behalf of the bidder. Annexure H
- d) Undertaking against blacklisting / debarred as per Annexure M
- e) Bid forwarding letter as per form attached Annexure L
- f) Organization description and details as per Annexure E
- g) Experience of similar Projects designed in last five years as per Annexure A
- h) Affidavit for similar work experience as per Annexure J
- i) List of overall major / Important Projects designed by the bidder in last 10 years as per Annexure C
- j) Performance report of Projects referred to in form A as per Annexure D
- k) Turnover, profit and loss account authenticated by auditors for last four FY years ending 31.3.2018, Annexure R
- I) Registration certificate with Council of Architecture.
- m) Initialled RFP document.
- ii. Part I (b) shall consist of the following documents:
 - a) Details of technical personnel available in the organization of the bidder (List the personnel) as per Annexure F.
 - b) Details of disciplines for which sub-consultants are proposed to be appointed by the bidder for this project as per Annexure F (a)
 - c) Details of technical personnel to be deployed for this project (List the personnel available with Sub-Consultants associated with bidder) as per Annexure G.
 - d) Curriculum Vitae (CV) for each staff member (To be deployed on this Project as per Annexure-K
- iii. Financial Package Part 2: shall consist of the financial bid as per Format attached with the RFP Annexure S.
- iv.Place for Submission of Bids Online only (www.nprocure.com)
- v.The last date and time for submission of Bids is 20.10.2018 up to 03:30 PM. The University may, at their discretion, extend this date, in which case all rights and

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obligations of Shri Govind Guru University and the Bidder shall thereafter be subject to the new deadline as extended.

If such nominated/extended date for submission of Bid is subsequently declared as a Public Holiday, the next official working day shall be deemed as the date for submission of Bids.

vi. Modifications / Substitution / Withdrawal of Bids

The Bidder may modify, substitute, or withdraw his submitted Bid after submission, before the last date for submission of Bids Online only.

18. Bid Opening and Evaluation

Place of Opening of Tender Bids: SGGU Godhra has adopted e-tendering process which offers a unique facility for "Public Online Tender Opening Event (TOE)". Registrar SGGU Godhra, other tender opening officers and Bidder or his authorized representatives can attend the Public Online Tender Opening Event (TOE).

- A. If such nominated date for opening of the Bid is subsequently declared as a public holiday, the next official working day shall be deemed as the date of opening of the Bid.
 - i. Bids for which acceptable notices of withdrawal have been submitted in accordance with clause mentioned earlier shall not be opened.
 - ii. The bids which do not comply with one or more of the foregoing instructions may not be considered.
- iii. The Bidders name, the presence or absence of the requisite Bid Processing Fee, Bid Security and such other details as the University or their authorized representative, at his discretion, may consider appropriate will be announced at the time of Bid opening.
- iv. The proposal shall contain no interlineations or overwriting except as necessary to correct errors made by the bidders themselves. The authorized person or persons signing the proposal shall initial any such corrections.

19. Determination of Responsiveness

- i. Prior to the detailed evaluation of the Bids Shri Govind Guru University will determine whether each Bid is responsive to the requirements of the RFP.
- ii. For the purpose of this Clause, a responsive Bid is one which:
 - a) is received by the Bid due time, date including extension thereof, if any.
 - b) is signed, sealed and marked as mentioned in the RFP
 - c) is accompanied by the Power(s) of Attorney.
 - d) Contains all the information/documents as requested in the RFP and in the required formats same as those specified in this RFP.
 - e) is valid for the validity period as set out in RFP
 - f) is accompanied by required tender processing fees for the RFP
 - g) is accompanied by the Bid Security.

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- h) Conforms to all the terms, conditions and specifications of RFP without deviation or reservation.
- iii. If a Bid is not substantially responsive to the requirement of the RFP, it will be rejected by the SGGU. The decision of the SGGU in this regard shall be final. Conditional bids shall be rejected.
- 20. The SGGU right to accept any Bid and to reject any or all Bids
 - Notwithstanding anything above, the SGGU reserves the right to accept or reject any Bid at any time prior to award of Contract without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders about the grounds for the SGGU's action. The SGGU reserves the right to cancel/ annul the selection process, at any stage prior to the award of the Contract, in larger public interest, on account of the following:
 - i. In case no Bid is received.
 - ii. Occurrence of any event due to which it is not possible to proceed with the selection process
 - iii. An evidence of a possible collaboration/ mischief on part of Bidders, impacting the competition, objectivity and transparency of the selection process,
 - iv. It is discovered that Bidders have breached standard of ethics.

21. Evaluation of Bids

- A. The SGGU would subsequently examine and evaluate Bids in accordance with the criteria laid down in the RFP.
- B. Shri Govind Guru University reserves the right to reject any Bid if:
 - i. At any time, a material misrepresentation is made or found out; or
 - ii. The Bidder does not respond within the stipulated time to requests for supplemental information required for the evaluation of the Bid.
- **22.** Clarification of Bids Evaluation of technical packages submitted by Bidders shall be undertaken based on the details submitted in the technical packages only.

Bidder shall not be allowed to submit, on their own, additional information or material subsequent to the date of submission and such material if submitted will be disregarded. It is, therefore, essential that all the details are submitted by the Bidder accurately and specifically in their technical packages avoiding ambiguous answers. However, Shri Govind Guru University reserves the right to seek any clarification from Bidders for details submitted with technical packages. If the bidder fails to provide required clarification within the given time frame the bid will be rejected.

23. Confidentiality

Except the public opening of Bid, information relating to the examination, clarification, evaluation and comparison of Bids and recommendations concerning the award of the Contract shall not be disclosed to Bidders or other persons.

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24. Award of Contract

- A. Notification of Award
- i. Prior to the expiry of the period of Bid Validity, the SGGU will notify the successful Bidder by e-mail, to be confirmed in writing by registered post / by courier. This letter (hereinafter and in the Conditions of Contract called 'the Letter of Award') shall mention the sum which, the University will pay to the Architect in consideration of the services performed by the architect as prescribed in the Contract (hereinafter and in the conditions of Contract called 'the Fee') to the satisfaction of the University
- ii. No correspondence will be entertained by Shri Govind Guru University from the unsuccessful Bidders.
- iii. The Letter of Award shall constitute a part of the contract.

25. Signing of Agreement

- 01. The SGGU shall prepare the Agreement in the Performa included in this document. Within 15 days from the date of issue of the Letter of Award, the successful Bidder will be required to execute the Contract Agreement.
- 02. The Successful Bidder shall submit Performance Security within a period of 10 days from the date of issue of the Letter of Award. If the Successful Bidder is a consortium, the Performance Bank Guarantee shall be submitted by lead member of the Consortium on behalf of the Consortium.
- 03. One copy of the Agreement duly signed by the SGGU and Architect through their authorized signatories will be issued by the SGGU to the Architect. The Architect shall furnish 5 copies of the signed agreement.
- 04. In case Successful Bidder does not sign the Contract with the SGGU within stipulated time, the University reserves the right to offer next bidder or retender the project and forfeiture of the bid security/ Performance Bank Guarantee. In case of retender such bidder will not be allowed to participate.

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Part-2 Selection of Architect Process and Evaluation of bids

The bids from the bidders (Architects) are invited for "Preparation of Master plan and comprehensive architectural design of permanent campus of Shri Govind Guru University for Whole Campus Works and Phase - I works at Vinzol, Tal. GodhraPanchmahals near Ahmedabad-Indore National High-wayintwo-bid system consisting of Technical and Financial Bid.

The Architect will be selected on the basis of Quality and Cost Based Selection (QCBS) as recommended by the selection Committee constituted by the Shri Govind Guru University. The evaluation will be done on the basis of the highest combined score obtained in the technical bid evaluation including presentation and the figures quoted in the financial bid.

01. ELIGIBILITY CRITERIA

All Bidders have to fulfil the following conditions of eligibility before they are considered for next stage of Evaluation under Technical Bid, termed as Stage -I:

i. Experience of Similar Projects

The bidder should have successfully completed at least one similar project under one agreement with minimum built up area of 25,000 sqm in at least one project during the last 10 years ending previous day of last date of submission of bids. Experience should be on the name of the bidder.

A similar project here means "Providing Comprehensive Architectural and Engineering Consultancy Services for planning, designing and development of Campuses for Central-State Universities / IIMs / IITs / NITs / AIIMS / Medical College or University / Institutional Buildings / Central-State PSU Campus(es)/Public Utility Buildings with all internal and external services. The bidder should have experience of architectural and engineering designing of multistoried buildings.

Note:

- i. The bidder is required to confirm that the similar completed works during the last 10 years ending previous day of last date of submission of bids have been executed by him independently and not got executed through another Architect on back to back basis.-Annexure J
- ii. The built up areas to be considered in similar works will exclude sheds or godowns or semi-permanent structures etc.

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iii. Particulars of completed projects and performance of the Bidder duly authenticated/certified by an officer not below the rank of Executive Engineer or equivalent should be furnished separately for each project or completed or in progress as per Annexure - D.

ii. Minimum Overall Experience

The bidder must be practicing in the similar field not be less than 15 years on previous day of last date of submission of bids. A list of the major and important works designed by the firm during the above period should be given in Form-C of Annexure.

Further, if the Bidder has been debarred/ restrained/ black listed by any Central Govt. / State Govt. / Autonomous Body of the Central or State Govt. / PSU of India etc. in the last 10 years ending previous day of last date of submission of bids from providing Architectural services then he will not be eligible to participate in this bidding process.

A self-declaration regarding this should be attached with the bid document as per Annexure-M.

iii. Financial Criteria

- a) Bidders should have average annual financial turnover from consultancy services of INR 1.0 crores in immediate preceding four financial years ending up to 31.03.2018.
- b) Experience and financial turnover of sub consultants will not be considered for meeting the Qualifying financial / work experience requirements and financial criteria.
 - The fee should be on the name of the bidder.
- c) Proof of gross receipt from consultancy services in each of preceding four financial years ending 31.03.2018 authenticated by auditor should be submitted.

iv. Registration with Council of Architecture

The bidder should be registered with the Council of Architecture.

v. The Architect should have completed at least one multi- storied building having a built- up area of minimum 25000 sqm during 4 years ending previous day of the last date of submission of the bids. Attach the successful completion certificate issued from the concerned organization with the bid.

02. STAGE - I: EVALUATION CRITERIA FOR TECHNICAL BID

(i) The Bidders qualifying the criteria as set out in Part-1 - Eligibility Criteria above will be evaluated by scoring method on the basis of details furnished by them as given below:

		TABLE – 1 60 Marks	
1	Experience of	A. similar Project of minimum built up area	15 marks
	similar projects	(i) single project of 25,000 sqm- 5 marks	maximum
	completed	(ii) Single project 35,000 sqm- 10 marks	
	Successfully	(iii)Single project 50,000, sqm - 15 marks	

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	during the last 5 years ending previous day of last date of submission of bids. (Refer Form - A and D)		nisneu viue ouj				
2	Organization Structure and in house Capability (Form – F) It is mandatory for the Consultant to have in	SI. No.	Field of Specialization/ Key Personnel Lead Architect	Desired No.	Experience (Max. Marks) Mandatory Requirement Masters degree with minimum	21 marks maximum	
	house capability in Architectural Services. In house capabilities in the other	2	Architect	2 (2	experience 10 years /B. Arch with minimum 15 yrs experience Maximum 6		
	specialized fields if not available in house, the consultant can associate with 3	3	Landscape	mark for each)	marks (degree in architecture with minimum experience of 10 years) 2 marks		
	specialized consultants in these fields.	3	Landscape Architect	mark for each)	(Master degree in landscape architecture with minimum experience of 5 years		
		4	Interior Designer/ Architect	1	1 mark (minimum experience of 10years)		
		5	Structural Engineer	1 (1 mark for each)	1 mark (degree in civil engineering with minimum experience of 10 years)		

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	1	•		i	-	
		6	Electrical Engineer	1 Mark for each	1 mark (degree in electrical engineering with minimum experience of 10 years)	
			Public Health Engineer/ Water Supply Design engineer		1 mark (degree in civil / mechanical with minimum experience of 10 years)	
		8	Network and LAN Engineer	1	1 mark Degree in relevant field (minimum experience of 08 years)	
		9	Site supervisor Civil Electric	1 (2 marks each)	Maximum 6 marks (degree in Civil Engineering and Electrical Engineering with minimum experience of 5 years	
		10	Garden Supervisor	1	2 marks Diploma with minimum 5 years experience	
3		years (2.5 r	making for the narks for each ye making) Ann - R		FY – 17-18 16-17 15-16 14-15	10 Marks
4		more last for One annual the variations.	ge annual turnove ultancy services ed than INR 1. 00 cr our financial years. mark for each y al turnover exc alue of INR 1. 00 year Ann - R	qual or ores in rear of seeding	FY – 17-18 16-17 15-16 14-15	4 Marks

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Note:

- 1) All the bidders should have at least one Lead / Senior Architect / Team Leader who will be responsible for the overall designing and development of the project. This Lead / Senior Architect / Team Leader will have minimum experience of Master's Degree with minimum experience 10 years / B Arch with minimum 15 yrs experience. It may be noted that since this is a mandatory requirement, hence, no separate marks are to be given for the same. The capability of the bidders will be judged by the availability of Team Leader as well as the Team which would assist him / her for which marks are given in Table 1 above.
- 2) The bidder will submit the CV of each of the above Technical Personnel. Each CV shall be signed in blue ink by the key personnel and countersigned by the authorized officials of the Firm. Photocopy or unsigned / non- countersigned CVs shall be rejected.
- 3) Each CV shall contain the proof of age and qualification as well as an undertaking from the key personnel about his availability for the duration prescribed in Chapter-4.
- (ii) To be considered for the next stage i.e. invitation for presentation termed as stage II, a Bidder must secure at least sixty (60%) percent marks in aggregate in evaluation as per Table-1 given above.

If the number of Bidders crossing the threshold of 60% marks in Table-1 is large, then Shri Govind Guru University reserves the right to restrict the maximum number of qualified Bidders up to 8 numbers having scored highest marks and they will be invited for the presentation before the jury.

(iii) Presentation Stage II (40 marks):

Under this stage, the tenderers short listed after Stage-I, shall be invited for the presentation before the Committee.

Time allotted for each bidder is 20 minutes for Presentation and 10 minutes for discussion will be allowed.

The Architect firm shall bring soft & hard copy of their Design concept and related details at the time of presentation. The concept design shall incorporate all the parameters as mentioned below under Evaluation criteria. The time and venue for presentation will be intimated separately.

The committee shall evaluate the presentation on design concept and would assign the marks independently and then the assigned marks would be averaged out. The Architect shall have no right to challenge the marks assigned by the individual member of the committee and, individual member of the committee shall have no liability to applicant in this regard.

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No correspondence would be entertained challenging or contesting the marking by the individual member of the committee.

The committee shall evaluate the design concept of Architect by applying the evaluation criteria, sub-criteria, and point system as stipulated here in under.

Evaluation Criteria of the Design Concept Presentation (40 Marks)

Α	Master Planning & Zoning	10 Marks
1	Introduction of the firm	4
	Master Plan and zoning	
	Cost effective Site Utilization & Grouping of Functions,	
	Economical design	
2	Site Orientation: Compactness, Circulation (Integration), Landscape	6
	blending with existing profile	
В	Architectural Planning	20 Marks
1	Aesthetics, Environmental friendly considerations like use of	5
	environment friendly materials, etc., Disaster resistant	
	methods/Technologies, Infrastructure for persons with	
	disabilities.(DAP)	
2	New Technologies (other than conventional Technologies) and	6
	New/Materials and Finishes (other than conventional materials)	
	proposed to be used in the Project. The proposed new technology	
	(ies) should demonstrate the time and cost effectiveness.	_
3	Innovative modern and /or Contemporary state of the Art	5
	architectural features	
4	Drafting plan and estimate of Phase-1 work and whole campus	4
	work	10 M - 1 -
	C. Others	10 Marks
1	Knowledge of Building Bylaws and Statutory Requirements of	2
	respective local bodies/ Municipalities etc. for which the bidder	
	should visit the site before submission of bids	0
2	Overall Presentation, Interpretation of Design Concept, Interaction	8
 	on concept and response to queries of the Committee members	TOTAL 40
		TOTAL 40
		Marks

The objective of the presentation is to know the capability of the architectural consultant in development of a Campus Master Plan, concept of innovative design of individual building befitting to contemporary era of globalization endowed with modern concepts which would be well planned, matching with the environment and ecology.

Presentation before Selection Committee 40 marks Total - Table 1 + Presentation marks (TS) 100 marks

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Hard copy of the presented drawings should be submitted in A1 size to the committee. The Selection Committee / jury will evaluate the presentation on the above aspects.

The Selection Committee may choose to visit the works already executed on the basis of the applicants to make their assessment, if so required.

Note:

- 1) The opening of Financial Bid of only those bidders shall be considered who score 60% i.e. 60 marks or more in their technical bid evaluation (including presentation marks) (Ts) as evaluated by the Selection Committee / jury, whose decision in this regard shall be final and binding.
- 2) The time, date and place of opening of Financial Bids shall be intimated to all technically qualified bidders separately by Shri Govind Guru University.
- (iv) Opening of and Evaluation of Financial Bids:

The University shall inform and communicate the date, time and venue of opening of financial bids, to the Bidders whose offers are found to be meeting eligibility criteria as defined in Part-2 and accept all the terms and conditions of tender.

Before opening financial bids of the successful bidders / technically qualified bidders, their marks obtained shall be made public before them or their authorized representatives who choose to attend.

The evaluation shall be done as per their quoted price in the format Annexure-S.

Financial bid shall be given scoring as below:

The bidder who has quoted the lowest price will be assigned a score of 100 in the financial bid. The other bidders will be allotted score relative to the score of bidder with the lowest quote as below:

Fs = 100 * FI /F

Where:

Fs = The financial score of the Financial Proposal being evaluated

FI = The price of lowest priced Financial Proposal

F = The quoted price of Financial Proposal under consideration

(v) Combined Score evaluation

The score of technical proposal including presentation would be given 80% weightage, and the financial proposal would be given 20% weightage. The weighted combined score of the Technical bid including presentation (Ts), and Financial proposals (Fs) shall be used to rank the bidders on the basis of formula given as below:

Combined Score = 80 % * Ts+ 20 % * Fs

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(vi) The proposals will be ranked according to their combined scores and will be listed as L1, L2, L3, L4 and so on.

The top scorer L4 or higher scorer will be the successful bidder / Architect.

In case of a tie at the top position between two or more bidders preference shall be given to the applicant who has been given higher marks out of 100 marks at the final stage and this bidder will be required to match the lowest price bid.

In case the applicant selected in a tie as referred above, the next bidder shall be invited for the acceptance of the lowest price bid is matched and an Architect gets selected.

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PART-3

Scope of Comprehensive Architectural Services

1. Role of the Architect

To provide the Architectural Services for (Whole Campus works and Phase-1 works) for the campus as per the scope of services covered in this Part.

2. Scope of Services

The broad scope of Services of Architect (For Whole Campus works and Phase -1 works) covers the following:

- (i) The Architect will prepare the Specifications, brief desing and requirement for carrying out the Survey of all existing services and other constraints existing in and around the site. Thereafter the work will be got executed by the Architect and the report will be utilized for planning and designing of the overall scheme.
- (ii) Design and prepare Master Plan which includes:
 - a) Site evaluation
 - b) Zoning of various activities
 - c) Road network
 - d) Land scape master plan
- (iii) The responsibility of the completeness and correctness of the survey will lie with the Architect
- (iv) Site evaluation, Study of existing land use in and around the project area, analysis of architectural character, socio-cultural aspects & heritage of the region.
- (v) Study of existing infrastructure, accessibility, circulation pattern and parking.
- (vi) Ascertain Shri Govind Guru University's requirements, examine site constraint & potential and prepare a design brief for Shri Govind Guru University's approval.
- (vii) Preliminary proposal with design philosophy (zoning, micro-planning, phasing, etc.) for development and their impact on immediate environs.
 - (viii) Preparation of overall Master Plan and structural desing of the Campus.
 - (ix) Concept drawings of individual buildings with plans, elevations & sections.
 - (x) Conceptual design of services and their inner connectivity, preliminary designs, and specifications.
 - (xi) Urban design including volumetric study and urban form recommendations including pedestrian / vehicular movement and parking.
 - (xii) Landscape Architecture, site-planning, suitability & appraisal, landform, drawings of landscaping elements, open space design, plant structure, illumination design, street furniture and graphic design and signages.
 - (xiii) Final concept design and drawings, technical specifications including finishes of individual buildings and services (both external and internal).
 - (xiv) Architectural planning should be barrier free and accessible for DAP as per the prevailing norms of Govt. of Gujarat/State R & B.

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(xv) The Architect shall be required to provide the following as part of his services:

- a) Preparation of Architectural control guidelines / checklist & preparation of drawings of individual buildings and overall master-plan of the campus and their approval from the statutory bodies by complying all the applicable norms / codes / guidelines /regulations/ bye-laws / statutes of local as well as Central Govt. Bodies
- b) Prepare report on site evaluation and analysis with basic approach to circulation, activity distribution and interconnectivity and external linkages including preliminary estimate of project cost based on allowable F.A.R.
- c) Furnish report on measures required to be taken to mitigate the adverse impact, if any, of the proposed development on its immediate environs
- d) Conceptual & final design, specifications, estimates of Acoustic treatment of Modern class-rooms, auditorium and other large sized rooms (wherever applicable).
- e) Heating, ventilation and air conditioning design(HVAC) and other mechanical systems.
- f) Conceptual & final design, specifications, electrical, communication system and estimates of Non-conventional use of energy (wherever applicable).
- g) Conceptual & final design, specifications of Rain water harvesting of the entire site along with its approval from the concerned bodies (if any).
- h) Recycling of waste water, its appraisal, suitability study & preparation of final design/schemes along with specifications & estimates.
- i) Conceptual & detailed design of solid waste management system.
- j) Periodic supervision for ensuring smooth progress and adherence to design concept during execution of work (up to 25 architect visits)

3. Sequence of Services

(i) During Preliminary Planning Stage
Following activities shall be carried out during Preliminary Planning Stage:

Preparation of master plan of the campus showing circulation pattern, zoning of various land uses and relevant details, development strategy. It may be noted that the requirements of various building/ structures have been projected for phase-I only but master plan and all the external services will be designed for whole of the project in total plot of 100 acres.

The Architect shall get the approval of the conceptual scheme from the SGGU both through presentations, physical models, computer walkthrough etc. Comments and suggestions or alternate proposal of Shri Govind Guru University shall be evaluated and suitably incorporated till the concept design is accepted and frozen.

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(ii) Concept Design

- a) Ascertain the University requirements and examination of site constraints and potential for individual buildings, external and internal systems/ services, and preparation of a brief for Shri Govind Guru University's review/recommendations and Shri Govind Guru University's approval including conceptual/ control designs/ drawings/ documents and incorporating required changes, if any.
- b) Development of the concept design after interacting with Shri Govind Guru University.
- c) Submission of the concept design and make presentation of the entire scheme.
- d) Modifications in the concept plan taking into account the comments, suggestions of the University and submitting the same for approval.
- e) Submission of the final concept design along with photograph, 3D-walk through, bird's perspective and human eye views of public areas and circulation areas and other important features etc. The cost of such models, photographs, etc. shall be borne by the Architect.
- f) Preparation of preliminary plan and estimates of project
- g) Preparation of three-dimensional views and three-dimensional walk-through of the entire campus in relation to open spaces and physical model in suitable scale showing the proposal and surrounding areas.
- h) Submission of drawings of master-plan and individual buildings plans, elevations & sections to Shri Govind Guru University / statutory authorities for approval & ensure compliance with codes, standards and legislation as applicable and carry out necessary changes as may be required and obtain approvals from all regulatory authorities.
- i) Obtaining approvals from the Municipal & other local authorities.

(iii) During Final Design Stage

- a) Development and Submission of the Master Plan and Modifications of the Master Plan taking into account the comments and suggestions of the University.
- b) Submission of the Final Master Plan to local bodies/ statutory and incorporating changes, if any, suggested by them and resubmitting the same for approval. It may be noted that the requirements of various building/structures have been projected for phase-I only but master plan and all the external services will be designed for whole of the project in total plot of 100 acres.
- c) Preparation of drawings showing the common facilities for circulation, parking open spaces and external Architectural form as per the approved drawings.
- d) Preparation of final architectural drawings including all floor plans, sections and elevations for all buildings.
- e) The working drawing shall include:

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- (i) Layout Plan showing: All proposed buildings, play fields, green area, Sewage Treatment Plant, Sump, Rain Water Harvesting, Electrical Sub-Station etc.
- (ii) Road network, foot path, walkways, Blow up of road junction/ parking area and other such area as required.
- (iii) External services
- f) Final Drawings of:
 - (i) Floor plans, superimposed with all conceptual services/ disciplines
 - (ii) Elevations
 - (iii) Sections
 - (iv) Wall profiles
 - (v) Doors & Window details
 - (vi) Stairs/ Ramps/ Lifts/escalators details
 - (vii) Details of building parts, areas, and critical special treatments
 - (viii) Toilet details
 - (ix) Flooring pattern and details
 - (x) Dado details
 - (xi) Roof flow, draining including rain water harvesting system underground tank Layout and drawing of all types of furniture, all computer lab equipment, all kitchen equipment etc.
 - (xii) Fire detection, fire protection and security system etc.
 - (xiii) Any other conceptual detail required by the SGGU.
- (iv) During Municipal and Statutory Approval Stage
 - a) Obtaining approval of the master Plan from local / statutory authorities. The SGGU provide all the support to obtain the approvals.
 - b) The Architect shall prepare schematic network of all services and its interconnectivity including water supply, drainage, sewerage, electrical, communication, fire detection and fire fighting, solid waste management system, rain water harvesting, recycling of waste water, irrigation system, use of solar energy and other services as may be indicated by the SGGU. The Architect shall also prepare an integrated layout plan of the University Campus showing all the services. The bidder shall obtain approval of schemes of Fire, Lift and Environment based on detailed design from the concerned local statutory /authorities.
- (v) During Pre-tendering Stage

Conceptual plan for Structural, Mechanical and Electrical work/ services - HVAC, Internal & External Electrification, Substation, DG Set, LT & HT Cabling and Networks, Lifts and escalators, Machine rooms, Lift and escalators shall be designed in accordance with DAP and old age person to make the campus barrier free. Fire Fighting, water and sewerage network and Traffic Analysis etc. so that there is no major deviation in the detailed drawing.

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Preparation of necessary details and drawings showing landscape, street furniture and graphic signage including site appraisal and suitability, site-planning, land form and grading, surface drainage design and water management, open space designroads, parking hard & soft areas, walls, gates & fences, design, plant structure and features, garden furniture design, illumination design, graphic design and signage, co-ordination of external services, periodic inspection & evaluation of construction works as per final designs and specifications

(vi) During Implementation Stage:

Architect shall confirm whether the Detailed Engineering Drawings / Good for construction drawings prepared by other agencies are broadly in accordance with the Concept & Final design

University shall review and issue of certified detailed architectural design and drawing as per final design and comments of Architect to ensure the compliance and conformity.

Site visits of Architect required prior to the construction stage shall be deemed to be included in the lump-sum fee of the Architect.

The Architect having adequate qualifications and experience of at least 10 years of work will make periodical site visit as and when required during the entire period of construction, for resolution of conflicts/ coordination and to ensure that work is being carried out as per approved drawings. The mandatory number of site visits of Architect shall be 25 numbers during the construction phase.

The expenses for site visits shall be included in the lump sum fee of the consultancy services of the Architect and nothing extra shall be payable on this account.

Beyond 25 numbers of visit, if some of the Experts are called by the SGGU for fulfilment of all the Contractual obligations by the Architect, the Architect shall provide such services beyond 25 numbers of visit, if some of the experts are called by Shri Govind Guru University for fulfilment of all the contractual obligations by the Architect, the Architect shall provide such services in accordance with the terms and rates stipulated herein below.

The charges shall be paid for additional experts @ of INR 5,000/- per day per person. The charges for to & fro fare will be reimbursed by the University at actual. Charges for lodging & boarding at actual subject to ceiling of INR 3,000/- per day per person will be reimbursed by the University and the local transportation shall be arranged by the SGGU.

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A deduction of INR 15,000/- would be made per visit on the Architect for non-deployment of the persons as required by the University during the 25 visits as stated above.

(vii) During Completion Stage:

Occupation certificates, wherever necessary from the local bodies after completion of work and inspection by Municipal / Fire Electrical Inspectors will be obtained by bidder and supply the same to the SGGU. Any fee payable to local bodies for issue of completion certificate, shall be borne by the Contractor. However, University may call upon Architect for advice

Bidder shall prepare completion drawings (as built drawings), plans elevations and cross sections etc. indicating the details of the building and all internal and external services as completed in hard (5 sets) and soft (2 sets) copies as indicated by the University.

After the above are completed, Architect shall submit their Completion report, recording his approval or comments if any, to be attended by bidder during rectification period.

Assist the SGGU in Arbitration / Litigation case that may arise out of the contract entered into, in respect of above project, regarding clarifications / interpretations, supply of drawings, designs, specifications as and when required. The architect's role will be limited to these clarifications only and unless specifically required by Arbitrator / Court. These will be reimbursed on above basis.

The above scope of services of the Architect is indicative in nature. The Architect shall have to provide all the services not specifically excluded but required for successful implementation of the project

(viii) Time Schedule for Stage Wise Activities of Architect

SI.	Activities	Period	Remarks
No	Dualine in any Chang		
Α	Preliminary Stage		
	Preparation and submission of	4 weeks	From agreement
	drawings as stated in Preliminary		
	planning stage for approval from		
	the SGGU		
В	Design Finalization Stage		
B1	Preparation and submission of	4 weeks	Total- 8 weeks
	drawings as stated in Final Design		
	stage after incorporating		
	comments/ suggestion from the		
	SGGU.		
С	Municipal and Statutory Approvals		
	stage		
C1	Preparation and submission of	6 weeks	Total - 14 weeks

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C2	drawings as stated in Municipal Approvals stage and obtain the approvals Preparation and submission of drawings as stated in Pre-tender stage	4 weeks	(Total 18) weeks
D	Implementation Stage		
D1	During execution of project intermittent inputs will be required from the Architects in clarifying the technical queries, site visit to make sure that the construction conforms to the design and specifications.	i.e. 24	24 months from the date of start of construction of project
Ε	Completion Stage		
E1	Architect's completion report	2 weeks	

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Fee and payment terms for Architectural Services

- 1. The Architect will be paid an approved lump sum fee as per the agreement. The Architect's fee for the above project shall remain unchanged for the present scope of work even if the total cost of the project increases/ decreases subsequently subject to provisions under clause of this Chapter for Modification, Additions and Alterations.
- 2. SGGU shall pay the Architect the fee for the professional services rendered by them for the entire project as per Scope of Comprehensive Architectural Services detailed in this document. The quoted fee should be inclusive of all the costs towards the whole project and no hidden costs/ exclusions should be appended.
- 3. The lump sum fee payable to the Architect shall be inclusive of:
 - a) Fee payable by the Architect to any of its sub-Architect / Agencies / Associate(s)
 - b) The cost of all visits of the Architect, their Associates/ Employees and sub- Architects to site for the entire completion of scope of services.
 - c) In case, the Architect or his representatives are required to visit any place outside Vinzol Godhra to visit any Project for reference, to study/ finalization of construction material or associated manufacturer to fulfil responsibilities as per the Scope of Comprehensive Architectural Services then all such expenses on travel, boarding and lodging will be included in the lump sum fee of the Architect.
 - d) The cost incurred for establishing office at site by the Architect during the contract period for implementing the project. Cost of office expenses of the Architect / Sub-Architects including, stationary, travelling, attending meeting and related expenses shall be deemed to be included in the lump sum fee of the Architect.
 - e) The fee toward accreditation of GRIHA (Green Rating for Integrated Habitat Assessment) Rating shall be borne by the University.
- 4. The cost of surveys other than topographical shall be borne by Shri Govind Guru University.
- 5. Any statutory payment such as application fee, development charges, water and electricity connection charges, obtaining clearances and approval for commencement of work, fee paid to municipal authorities, GRDA etc. shall be borne by Shri Govind Guru University.
- 6. The lump sum fee does not include GST.
- 7. The lump sum fee shall be including all prevailing taxes and levies but excluding GST. GST will be reimbursable by the SGGU, if applicable, on actual basis.
- 8. No extra fee due to subsequent escalation in cost of services as a result of variations in cost of labour, materials, specifications etc. shall be paid.
- 9. For the purpose of the Contract, it is agreed that the 'Fee' specified in Agreement is based on the taxes, duties, levies etc. and charges prevailing on Base date. If any rate of tax is increased or decreased or a new tax is introduced or an existing tax is abolished, or

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any change in interpretation or application of any tax occurs in the course of the performance of Contract, which was or will be assessed on the Architect in connection with performance of the Contract, an adjustment of the fee shall be made by addition or deduction, as the case may be.

10. Stage Wise Fee Payable to Architect

For each of the services in the scope of Architect, the Architect shall be paid as per the stages given in Table below.

TABLE - PAYMENT SCHEDULE

	Description	Lump sum fee to be released			
1	Preliminary Planning Stage	1. 5% of the lump sum fee.			
	After ascertaining SGGU's requirements,	2. 5% of the lump sum fee			
2.	preparation and submission of	2. 5% of the fulfip suffice			
	1 1				
	conceptual scheme of the new campus,				
2	master plan and all to the University	10.0/ payable at this stage (total 20.0/ of the			
3.	Final design Stage On Preparation and	10 % payable at this stage (total 20 %of the			
	submission of the drawings as indicated	lump sum fee payment completed)			
4	in final design stage	100/ payable at this store			
4.	Municipal / Statutory approvals	10% payable at this stage			
	a. On Preparation and submission of				
	the drawings to obtain Municipal /				
	Statutory approvals				
	b. On Obtaining all necessary Municipal	5 % payable at this stage			
	/ Statutory approvals	(35 % of the lump sum fee payment			
_	Due tour deur Chaus	completed)			
5.	Pre tender Stage	150/ manalala akthila akana			
	On Preparation, submission and after	15% payable at this stage			
	approval of the drawings as indicated in	(50% of the lump sum fee payment			
	Pre tender Stage	completed)			
6.	On award of Construction work to	5% payable at this stage			
	the Contractor for the Construction of	(55% of the lump sum fee payment			
_	Project	completed)			
/.	CONSTRUCTION STAGE				
	One Architect will visit the site (25 Nos				
	visits of architect) for inspection of				
	construction works that the work is	200/ of the fee waveled at this stars			
	being done as per approved drawings	30% of the fee payable at this stage-			
	and specifications, and also for providing	construction linked as given below:			
	clarifications on drawings and additional				
	details required by ShriGovind Guru				
	University during the course of execution				
	of works:	F0/ - C 1 - 1			
	On completion of 20% of value of work	i. 5% of the lump sum fee			

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	On completion of 40% of value of work	ii. 5% of the lump sum fee
	On completion of 60% of value of work	iii. 5% of the lump sum fee
	On completion of 80% of value of work	iv. 5% of the lump sum fee
	On virtual completion of Construction	v. 10% of the lump sum fee
	Work	(85% of the lump sum fee payment
		completed)
8.	COMPLETION STAGE	
	On submitting Completion Reports and	Final 15% making the full Payment of the fee
	after the settlement of the queries raised	
	by SGGU, CVC, Arbitration etc (if any)	
	related to scope of Architectural	
	services.	

11. Payment due to the Architect against its fee at all stages shall be computed and made as per schedule of payment in Table above.

Progressive on account payments shall be made by the SGGU to Architect as per sequence of the stages based on work fully completed up to that stage and not for any part thereof.

- 12. TDS and statutory deduction, if any shall be deducted as per prevailing Government Rules and Regulations before releasing the payment at each stage to the Architect. The University will provide a certificate of TDS deduction made to the Architect.
- 13. No additional fee is payable for deviations in the quantities of any item during actual execution. No extra/ substituted items, deviations (plus/minus) shall be considered.
- 14. Modifications, Additions and Alterations:
 - a) The SGGU 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. Nothing extra will be paid for the same.
 - b) The Architect shall not make any material deviation, alteration, addition to or omission from the work shown and described in the contract document except without first obtaining the written consent of Shri Govind Guru University.
 - c) If the final built up areas or infrastructure increases or decreases by more than 10% of proposed overall built up area stipulated in this document then the Architect's fee shall be revised proportionately (for portion beyond 10%) based on the lump sum fee of the Architect. Increase or decrease of built up areas up to 10% shall be included in the lump sum fee of the Architect and nothing extra shall be paid to the Architect on this account.
 - d) The fee is inclusive of responsibilities of carrying out modifications in design and drawings.

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PART - 5

Conditions of Contract

- 1. Conditions of Contract
 - 1) Relation between the parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between Shri Govind Guru University and the Architect. The Architect, subject to this contract, has complete charge of personnel performing the services and shall be fully responsible for the services performed by them on his behalf.

- 2) Law Governing Contract
 - This contract, its meaning, interpretation, and the relation between the Parties shall be governed by the Applicable Laws of India.
- 3) Language
 - This contract shall be executed in English, which shall be binding and controlling language for all matters relating to the interpretation of this contract.
- 4) Headings
 - The headings shall not limit, alter or affect the meaning of this contract.
- 5) Notices
 - a) Any notice, request or consent required or permitted to be given or made pursuant to this contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent by registered post to such party at the address specified below.

Name and address of Architect

Address of Shri Govind Guru University

- b) Notice will be deemed to be effective as specified below.
 - İ. In the case of personal delivery or registered mail on delivery;
 - Through E- mail on delivery.
- c) A party may change its address for notice hereunder by giving the other party notice of such change.
- d) "SGGU or University": means Shri Govind Guru University Godhra and includes the legal successors or permitted assigns of the University.
- means the person(s)/firm/company whose perform the Contract has been accepted by Shri Govind Guru University and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Architect.

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- f) "Agreement" means the Agreement entered into between the University and the Architect, together with the Contract Documents referred to therein; they shall constitute the Contract, and the term "the Contract" shall in all such documents be construed accordingly.
- g) "Base Date" shall be the date seven (7) days before last date of submission of bids)

6) Authorized Representatives

Any action required or permitted to be taken, and document required or permitted to be executed, under this contract by ShriGovind Guru University or the Architect may be taken or executed by the officials specified below:

For the University: Vice-Chancellor or his authorized representatives or any other person nominated by the Vice Chancellor

For the Architect:	
	(Note: Fill in the Blanks)

2. Commencement, Completion, Modification and Termination of Contract

- a) Effectiveness of Contract
 - This contract shall come into force and effect from the date of signing the agreement. The effective date of contract is date of signing of the agreement
- b) Commencement of services
 - The date of commencement of services shall be the date of signing the agreement.
- c) Modification
 - Modification of the terms and conditions of this contract, including any modification of the scope of the services, may only be made by written agreement between the parties, however each party shall give due consideration to any proposals for modification made by the other party.
- d) Force Majeure

Definition

- (i) For the purposes of this contract, "Force Majeure" means an event which is beyond the reasonable control of both parties and which makes parties performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- (ii) Force Majeure shall not include,

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- i. any event which is caused by the negligence or intentional action of a party or such party's sub Architect or agents or employees, nor
- ii. any event which a diligent party could reasonably have been expected to both [a] take into account at the time of the conclusion of this contract and [b] avoid or overcome in the carrying out its obligations hereunder.
- (iii) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
- (iv) Both parties have to keep a record of such conditions which delay the work and the time period for completion of the project will extend accordingly.
- e) No Breach of Contract

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

- f) Measures to be taken
 - (i) A party affected by an event of Force Majeure shall take all reasonable measures to remove such party's inability to fulfil its obligations hereunder with minimum of delay.
 - (ii) A party affected by an event of Force Majeure shall notify the other party of such event as soon as possible and in any event not later than fourteen (14) days following the occurrence of such event providing evidence of the nature and cause of such event and shall similarly give notice of the restoration of normal conditions as soon possible.
 - (iii) The parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- g) Extension of Time as a result of Force Majeure.
 - Any period which a party shall pursuant to this contract complete any action or task shall be extended for a period equal to the time during which such party was unable to perform such action as a result of Force Majeure.
- h) Consultation
 - Not later than thirty (30) days after the award of work, as the result of an event of Force Majeure, have become unable to perform a material portion of the services, the parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.
- i) Suspension
 - Shri Govind Guru University may, by written notice of suspension to the Architect, suspend all payments to the Architect hereunder if the Architect fails to perform any of their obligations under this contract, including the carrying out of

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the services provided that such notice of suspension (i) shall specify the nature of the failure and (ii) request the Architect to remedy such failure within the period not exceeding thirty (30) days after the issue of such notice of suspension.

j) Termination of Contract

- (i) Shri Govind Guru University may, by not less than thirty (30) days of written notice of termination to the Architect (except in the event listed in paragraph (g) below, for which there shall be a written notice of not less than forty five (45) days, such notice to be given after the occurrence of the events specified in the paragraph (a) through (i) of this condition no. 2.5, terminate this contract:
 - i. If the Architect fails to remedy in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to condition no.2.5 herein above, within thirty (30) day of issue of such notice of suspension or within such further period asShriGovind Guru University may have subsequently approved in writing; (b) If the Architect become insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
 - ii. If the Architect fails to comply with any final decision reached as a result of arbitration proceedings pursuant to condition No. 15 hereof;
 - iii. If the Architect submits to ShriGovind Guru University a statement which has a material effect on the right, obligations or interests of ShriGovind Guru University and which the Architect knows to be false;
 - iv. If the Architect being a firm/ company shall pass a resolution or the court shall make any order that the firm/ company shall be wound up or 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 or which entitles the court to make up a winding order.
 - v. If the Architect is in breach of any terms of agreement.
 - vi. If as the result of force majeure, the Architect is unable to perform a material portion of the services for a period of not less than thirty (30) days or
 - vii. If the SGGU, in its sole discretion and for any reason whatsoever, decides to terminate this contract.
 - viii. If the owner decides to curtail or totally abandon the work, then payment to the Architect will be made up to stage of work completed.

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- (ii) When the Architect has made himself liable for action under any of the cases aforesaid the Employer shall have power:
 - a) To determine or rescind the agreement.
 - b) To engage another Architect to carry out the balance work debiting the Architect the excess amount, if any, so spent.

On such determination/ rescission of the agreement, the agreement security deposit already recovered and performance guarantee under this agreement shall be liable to be forfeited in full and shall be absolutely at the disposal of the SGGU.

k) Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Contract Conditions No. 2.6 hereof, all rights and obligations of the Parties hereunder shall cease, except:

- (i) Such rights and obligations as may have accrued on the date of termination or expiration;
- (ii) The obligation of confidentiality set forth in Contract Condition no. 3.2 hereof;
- (iii) Any right which a Party may have under the Applicable Law.

I) Cessation of Services

Upon termination of this Contract by notice pursuant to Contract Conditions No. 2.6 hereof, the Architect shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the services to a close in a prompt and orderly manner and shall make every reasonable effort to keep Expenditures for this purpose to a minimum. With respect to documents prepared by the Architect and equipment and materials furnished by ShriGovind Guru University, the Architect shall proceed as provided, respectively, by Contract Conditions hereof.

m) Payment upon Termination

Upon termination of this Contract pursuant to Contract Condition no. 2.6 hereof, the University shall make the following payments to the Architect (after offsetting against these payments any amount that may be due from the Architect to the SGGU):

- (i) Remuneration for Services satisfactorily performed prior to the effective date of termination
- (ii) Except in the case of termination pursuant to Contract Condition no. 2.6 (ii) hereof, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.
- n) Forfeiture of Performance Guarantee upon termination of contract

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In case, the agreement of Architect is terminated due to the default of the Architect, his Performance Guarantee and security deposit shall be forfeited which shall be absolutely at the disposal of Shri Govind Guru University.

3. Obligations of the Architect

General

a) Standard of Performance

The Architect shall perform the services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and consider appropriate advanced technology and safe and effective equipment, machinery, materials and methods.

The Architect shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisors toShriGovind Guru University, and shall at all times support and safeguard ShriGovind Guru University's legitimate interests in any dealings with sub- Architect or third parties. The Architect shall also suggest and recommend remedial measures for timely completion of the project.

b) Law Governing Services

The Architect shall perform the services in accordance with the Applicable Law and shall take all practicable steps to ensure that any sub-Architect, as well as the personnel and agents of the Architect comply with the Applicable Law. If required ShriGovind Guru University shall advise the Architect in writing of relevant local customs and the Architect shall, after such notifications, respect such customs.

The Architect shall indemnify and hold harmless ShriGovind Guru University from and against any and all liabilities, damages, claims, fines, penalties, statutory dues and expenses of whatever nature arising out of the violation of such laws by the Architect or its personnel, including the sub-Architect/Agencies deployed by them and their personnel.

c) Confidentiality

The Architect, their sub-Architect and the personnel of either of them shall not, either during the term or within three (3) years after the expiration of this contract, disclose any proprietary or confidential information relating to the projects, the services provided by Architect under this contract, ShriGovind Guru University's operations without the prior written consent of ShriGovind Guru University.

d) Liability of the Architect

Shri Govind Guru University (Established vide Gujarat Act No. 24/2015)

Subject to additional provisions, the Architect's liability under this contract shall be as provided by the Applicable Law.

- 01. Except in case of gross negligence or willful misconduct on the part of the Architect or on the part of any person or firm acting on behalf of the Architect in carrying out the services, the Architect with respect to damage caused by the Architect to Shri Govind Guru University, shall not be liable to Shri Govind Guru University:
- (i) For any indirect or consequential loss or damage; and
- (ii) For any direct loss or damage that exceeds:
 - a. The total payments for professional Fees and Reimbursable Expenditures made or expected to be made to the Architect hereunder, or
 - b. The proceeds the Architect may be entitled to receive from any insurance maintained by the Architect to cover such a liability, whichever of a) or b) is higher.
- 02. This limitation of liability shall not affect the Architect's liability, if any, for damage to third parties caused by the Architect or any person or firm acting on behalf of the Architect in carrying out the Services.
- e) Professional liability Insurance to be taken by the Architect During the performance of Services hereunder, Architect, at his own cost, shall take
 out, carry and maintain insurance as applicable for those listed below:
 - a. Workman's compensation insurance, covering all employees of Architect for statutory benefits as set out and required by local law in the area of operation or area in which Architect may become legally obliged to pay benefits for bodily injury or death.
 - b. Any other insurance cover which may be required to be taken under the law or on any other account
- f) Reporting Obligations
 - The Architect shall submit to Shri Govind Guru University the reports and documents specified in Scope of Comprehensive Architectural Services, in the form, in the numbers and within the time periods as directed by SGGU.
- g) Documents prepared by the Architect to be the property of Shri Govind Guru University
 - All plans, drawings, specifications, designs, reports and other documents prepared by the Architect in performing the services shall become and remain the property of the SGGU, and the Architect shall not later than upon termination or expiration of this contract, deliver all such documents to the SGGU, together with a detailed inventory thereof. The Architect may retain a copy of such documents. The Architect

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shall not use these documents for purposes unrelated to this contract without the prior written approval of the SGGU.

h) Material furnished by Shri Govind Guru University

The material made available to the Architect by Shri Govind Guru University shall be the property of Shri Govind Guru University and shall be marked accordingly.

Upon termination or expiration of this agreement, the Architects shall furnish forthwith to Shri Govind Guru University, an inventory of such materials and shall dispose of such materials in accordance with the instructions of Shri Govind Guru University.

i) PERFORMANCE GUARANTEE

- (i) The Architect shall submit an irrevocable Performance Guarantee of 5 % (Five Percent) of the tendered amount as per Ann N Performa attached with the RFP form of Bank Guarantee. The proper performance of the contract agreement, (not withstanding and /or without prejudice to any other provisions in the contract) within 10 days from the date of issue of letter of acceptance. This period can be further extended by Shri Govind Guru University at the written request of the Architect, stating the reason for delays in procuring the Performance Guarantee to the satisfaction of Shri Govind Guru University, for a maximum period of 7 days.
- (ii) The Performance Guarantee shall be initially valid up to stipulated date of completion plus 60 days beyond the contract period. In case the time for completion of work gets enlarged, the Architect shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the consultancy services by the competent authority, the performance guarantees shall be returned to the Architect, without any interest.
- (iii) Shri Govind Guru University shall not make a claim under the performance guarantee except for amounts to which Shri Govind Guru University is entitled under the contract (not withstanding and / or without prejudice to any other provisions in the contractor's agreement) in the event of:
 - a. Failure by the Architect to extend the validity of the Performance Guarantee as described herein above, in which event Shri Govind Guru University may claim full amount of the performance Guarantee.
 - b. Failure by the Architect to pay Shri Govind Guru University any amount due, either as agreed by the Architect or determined under any of the Clauses/conditions of the agreement, within 30 days of the service of notice to this effect by University.

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(iv) If the agency withdraws his offer or make any changes in his offer after award, 100 % of the performance guarantee will be forfeited by ShriGovind Guru University. Further, if the Architect does not start the work after award of work, within 30 days the performance guarantee submitted by him/her will be forfeited by the University. In the above eventuality, the Architect will be debarred from participation in retendering process of this work.

4. SECURITY DEPOSIT

- (i) An amount equivalent to 2.5% (two point five percent) of bill amount shall be deducted from each bill of different work of the Architect till a total Security Deposit equivalent to 2.5% of agreed fee is reached for fulfilling the terms and condition of contract faithfully and honestly. Such deductions will be made and held by Shri Govind Guru University by way of Security Deposit.
- (ii) The security deposit shall be refunded on completion of this contract. Before refund and performance guarantee, it will be ensured that extension of time, if any, for agreement of Architect is decided by the competent authority.

5. ABANDONMENT OF WORK

- (i) If the Architect abandons the work for any reasons whatsoever or becomes incapacitated from acting as Architect as aforesaid, Shri Govind Guru University may make full use of all or any of the drawings prepared by the Architect and that the Architect shall be liable to pay such damages as may be assessed by the SGGU subject to a maximum of 10% (Ten percent) of the total fee payable to the Architect under this agreement. Shri Govind Guru University may make full use of all or any of the drawings prepared by the Architect and proceed from the stage from where the Architect left the work.
- (ii) If at any time after acceptance of offer of consultancy, Shri Govind Guru University decides to abandon or reduce the scope of work for any reason whatsoever, Shri Govind Guru University shall give notice to the Architect in writing to that effect and he shall act accordingly.

The Architect have no claim to any payment of compensation or otherwise whatsoever. The Architect shall be entitled to all such fee for the services rendered and liable to refund the excess payment, if any made to him over and above what is due in terms of this agreement.

6. RIGHTS & RESPONSBILITY

- (i) The architect shall be fully responsible for the technical soundness, correctness and efficiency of the proposal including those of specialists engaged if any by him.
- (ii) All plans, designs and data collected for this project shall be the property of Shri Govind Guru University. The Architect shall have no right to them in

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any way without the written consent of Shri Govind Guru University. The entire information as furnished to the Architect as well as that gathered by the Architect in the process of inspection shall be kept strictly confidential and not passed on to any unauthorized person. The Architect shall also indemnify Shri Govind Guru University from and against all claims and proceedings for or on account of infringement of any patent rights, etc. in respect of each and every part of the work. Such indemnity shall be furnished to Shri Govind Guru University upon acceptance of quotation and before any payment is made.

7. NUMBER OF DOCUMENTS AND COPY RIGHT

- (i) All the documents/drawings, designs, reports and any other details envisaged under this agreement shall be supplied in five copies.
- (ii) All drawings as required for submission to all the local bodies and other authorities shall be submitted as per the requirement of local body/ies.
- (iii) All the drawings for the comments, discussion and approval of Shri Govind Guru University shall be submitted in triplicate.
- (iv) Six copies of all the final drawings shall be submitted to Shri Govind Guru University along with one reproducible in A-1 or large size along with a soft copy in CD/DVD/PEN DRIVE.
 - If there is any revision in any drawing/document for any reason, six copies of drawing/document shall be re-issued along with soft copy in CD/DVD/PEN DRIVE without any extra charges. All these drawings will become the property of the SGGU. The University may use these drawings in part or full in any other work without any notice to the Architect and without any financial claim of the Architect.
- (v) The drawings cannot be issued to any other person, firm or authority or used by the Architect for any other project. No copies of any drawings or documents shall be issued to anyone except Shri Govind Guru University and / or his authorized representative.

8. GENERAL CONDITIONS

- (i) Shri Govind Guru University will have the liberty to supervise and inspect the work of Architect at any time by any officer nominated by him who shall be at liberty to examine the records/documents.
- (ii) The Drawings and Specifications shall be based on National code of practice, local bye-laws, environmental regulations and design norms and sound engineering practices.
- (iii) The Architect shall render every assistance, guidance and advise in general to Shri Govind Guru University on any matter concerning the technical aspects of the project.

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- (iv) The Architect shall promptly notify Shri Govind Guru University of any change in the constitution of his firm. It shall be open to the SGGU to terminate the Agreement on the death, retirement, insanity or insolvency of any person being Director in the said firm, or on the addition or introduction of a new Director not promptly informed in foresaid, this Agreement shall continue to be in full force and effect notwithstanding any changes in the constitution of the firm by death, retirement, insanity or insolvency of any of its Director or addition or introduction of any new Director. In case of death or retirement, the surviving or remaining Directors of the firm shall be jointly and severally liable for the due and satisfactory performance of all the terms and conditions of this Agreement.
- (v) The Architect shall during the period of this assignment and till the satisfactory completion of the project, give related advice regarding the project to ShriGovind Guru University. 8.6 The Architect shall exercise all reasonable Skill, care and diligence in the discharge of duties hereby agreed to be performed by them.

9. APPROVAL AND LIABILITIES

- (i) The Architect shall inform the University about the name, professional qualifications and experience of sub-Architect's proposed to be engaged by him, if any, and obtain prior written approval of ShriGovind Guru University for such engagement. However, the Architect shall be responsible for the correctness and accuracy of designs and drawings prepared by sub-Architects.
- (ii) The Architect shall supervise the said work to ensure that the work is carried out generally in accordance with the drawings, specifications and his own concept. Appointment of Shri Govind Guru University's own engineering staff shall not absolve the Architect of his responsibility of supervision.
- (iii) The Architect here by agrees that the fee to be paid as provided in this agreement shall be in full discharge of functions to be performed by him and no claim whatsoever shall be made by Shri Govind Guru University in respect of any proprietary rights or copy rights relating to the plans, drawings, and specifications on his part or on the part of any other party.
- (iv) The Architect shall not assign, sub-let or transfer any obligation or right of the Architect under this agreement without the written consent of Shri Govind Guru University.

10. Architect's Personnel - to be reviewed in terms of technical bid

- (i) General The Architect shall employ and provide such qualified and experienced personnel as are required to carry out the services as per the scope of services.
- (ii) Description of Personnel

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- a. The titles, job descriptions, minimum qualification and estimated periods of engagement in carrying out of the services of each of the Architect's Key personnel as described in Technical proposal.
- b. If required to comply with the provisions of this contract, adjustments with respect to the estimated periods of engagement of key personnel set forth in Technical proposal may be made by the Architect by written notice to Shri Govind Guru University provided; (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or fifteen days whichever is larger. Any other such adjustments shall only be made with the written approval of Shri Govind Guru University.
- c. If the additional work is required beyond the scope of the services specified in Terms of reference, the estimated periods of engagement of key personnel set forth in Technical proposal may be increased by agreement in writing between Shri Govind Guru University and the Architect.

(iii) Approval of personnel

The key personnel and sub Architect listed by title as well as by name in Technical Proposal and accepted by the SGGU shall deem to be approved by Shri Govind Guru University. In respect of other Key Personnel that the Architect propose to use in carrying out of the service, the Architect shall submit to Shri Govind Guru University for review and approval a copy of their biographical data, If Shri Govind Guru University does not object in writing (stating the reasons for the objection) within twenty one (21) calendar days from the date of receipt of such biographical data and (if applicable) such certificate, such key personnel shall be deemed to have been approved by Shri Govind Guru University.

(iv) Removal and/or Replacement of Personnel

1. Except as Shri Govind Guru University may otherwise agree, no changes shall be made in the Key Personnel. If, for any reasons beyond the reasonable control of the Architect, it becomes necessary to replace any of the personnel, the Architect shall forthwith provide as a replacement another person of equivalent or better qualifications.

2. If Shri Govind Guru University

- i. Finds that any of the personnel has committed serious misconduct or has been charged with having committed a criminal action, or
- ii. has reasonable cause to be dissatisfied with the performance of any of the personnel, then the Architect shall at the written request of Shri Govind Guru University specifying the grounds therefore, forthwith provide as a replacement a person with qualification and experience acceptable to Shri Govind Guru University.

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11. Obligations of Shri Govind Guru University

(i) Changes in the Applicable law

If after the date of this contract, there is any change in the Applicable Law with the respect to taxes and duties which increase or decrease the cost or reimbursable expenses incurred by the Architect in performing the services then the remuneration and reimbursable expenses otherwise payable to the Architect under this Contract shall be increased or decreased accordingly by agreement between the parties hereto.

(ii) Payment

In consideration of the services performed by the Architect under this Contract, Shri Govind Guru University shall make to the Architect such payments and in such manner as is provided this Contract.

12. Payments to the Architect

Currency of Payment

All payments shall be made in Indian Rupees.

13. Fairness and Good Faith

(i) Good Faith

The parties undertake to act in good faith with respect to each other's rights under this contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

(ii) Operation of the Agreement

The Parties recognize that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly between them, and without detriment to the interest of either of them, and that, if during the term of this Agreement either Party believes that this Agreement is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action shall be dealt as per the Contract.

(iii) Warning / Debarring In addition to the Compensation as mentioned in relevant clauses of the contract, warning may be issued to the erring Architect for minor deficiencies. In the case of major deficiencies in the Feasibility-cum-Preliminary Design Report causing adverse effect on reputation of ShriGovind Guru University, other penal action including debarring the Architect for certain period may also be initiated. Shri Govind Guru University decision in this regard shall be final.

14. Liquidated Damages

The time allowed for carrying out the activities as given in the time schedule or any extension of time granted by Shri Govind Guru University for the reasons not attributable to the Architect shall be strictly observed by the Architect and shall be

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deemed to be the essence of the contract on the part of the Architect. The work shall, throughout the stipulated period of the contract be proceeded with all diligence and in the event of failure of the Architect to complete the work within time schedule, as specified in the document or within the validity of extended time period, the Architect is liable to pay compensation at the rate of 2 % of fees per week or part thereof of delay to be computed on per day basis subject to maximum of ten (10) percent of fees of the Architect.

The decision of Shri Govind Guru University to the period of delay on the part of the Architect and the quantum of compensation for such delay shall be final and binding on the Architect.

15. SETTLEMENT OF DISPUTES & ARBITRATION

- (i) Settlement of Disputes:
 - a. Amicable Resolution

Any dispute, difference or controversy of whatever nature between the Parties, howsoever arising under, out of or in relation to this Agreement (the "Dispute") shall in the first instance be attempted to be resolved amicably through discussions between the Parties.

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

(ii) ARBITRATION

a. Procedure

Any dispute which is not resolved amicably within 30 days, the same shall be referred to the Director of Shri Govind Guru University. There upon, the Director, shall appoint a sole arbitrator within thirty days. The proceedings of the arbitrations shall be conducted as per Arbitration & Conciliation Act 1996.

- b. Place of Arbitration
 - The place of arbitration shall be Ranchi, Jharkhand.
- c. English Language

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The request for arbitration, the answer to the request, the terms of reference, any written submissions, any orders and awards shall be in English and, if oral hearings take place, English shall be the language to be used in the hearings.

d. Enforcement of Award

- The Parties agree that the decision or award resulting from arbitration shall be final and binding upon the Parties and shall be enforceable in accordance with the provision of the Arbitration Act subject to the rights of the aggrieved parties to secure relief from any higher forum.
- e. Performance during Dispute Resolution Pending the submission of and/or decision on a dispute and until the arbitral award is published, the Parties shall continue to perform their respective obligations under this Agreement, without prejudice to a final adjustment in accordance with such award.

16. Foreclosure/ Part Foreclosure

- (i) If at any time after acceptance of the tender, Shri Govind Guru University shall decide to abandon or reduce the scope of the Architectural services for any reason whatsoever and hence not require the whole or any part of the works to be carried out, the Institute shall give notice in writing to that effect to the Architect by not less than thirty (30) days and the Architect shall act accordingly in the matter. The Architect shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the consultancy works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.
- (ii) Upon termination of this contract, the Architect shall take necessary steps to bring the work to a close in a prompt orderly manner and shall handover all the documents/ reports prepared by the Architect up to and including the date of termination to Shri Govind Guru University. The Architect shall be duly paid for the works carried out and services rendered till the date of termination.

17. Carrying out Part Work at Risk and Cost of Architect

If the Architect:

- (i) At any time makes default during currency of the contract or does not execute any part of the scope of services with due to diligence and continues to do so even after a notice in writing of 7 days in this respect from ShriGovind Guru University; or
- (ii) Commits default in complying with any of the terms and condition of the contract and does not remedy it or takes effective steps to remedy it within 7 days even after a notice in writing is given in that behalf by Shri Govind Guru University; or
- (iii) Fails to complete the scope of services or items of scope of services with individual dates of completion, on or before the date(s) so determined, and does

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not complete them the period specified in the notice given in writing in that behalf by Shri Govind Guru University. Shri Govind Guru University without invoking action under any other clause of the contract may, without prejudice to any other right or remedy against the Architect which have either accrued or accrue thereafter to Shri Govind Guru University, by a notice in writing to take the part services/ part incomplete work of any item(s) in the scope of services out of the Architect's hands and shall have powers to:

- a. Take possession of all the drawings, documents etc., thereon; and/or
- b. Carry out the part work / part incomplete work of any item(s) by any means at the risk and cost of the Architect.

Shri Govind Guru University shall determine the amount, if any, that is recoverable from the Architect for completion of the part work/ part incomplete work of any item(s) taken out of his scope of services and execute at the risk and cost of the Architect. The liability of Architect on account of loss or damage suffered by Shri Govind Guru University because of action under this clause shall not exceed 10% of the tendered value of the work.

The certificate of Shri Govind Guru University as to the value of work done shall be final and conclusive against the Architect provided always that action under this clause shall only be taken after giving notice in writing to the Architect. Provided also that if the expenses incurred by Shri Govind Guru University are less than the amount payable to the Architect as determined by Shri Govind Guru University for the work in question, the difference shall not be payable to the Architect.

Any excess expenditure incurred or to be incurred by Shri Govind Guru University in completing the part work/ part incomplete work of any item(s) or the excess loss of damages suffered or may be suffered by Shri Govind Guru University as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to Shri Govind Guru University in law or per as agreement be recovered from any money due to the Architect on any account, and if such money is insufficient, the Architect shall be called upon in writing and shall be liable to pay the same within 30 days. In the event of above course being adopted by Shri Govind Guru University, the Architect shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advance on any account or with a view to the execution of the work or the performance of the Architect.

18. Standards of Ethics

Shri Govind Guru University desires that the Architect shall observe the highest standard of ethics during the selection and execution of such contracts.

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a. In pursuance of the above objective, this policy defines, the terms set forth below as follows:

"corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and

"Fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract,

"Collusive practice" means a scheme, arrangement or understanding between two or more bidders, with or without the knowledge of Shri Govind Guru University, designed to establish prices at artificial non-competitive levels.

"Coercive practice' means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a selection process, or affect the execution of a contract.

- b. It is further provided that:-
 - (i) Shri Govind Guru University will reject a proposal for award if it determines that the Architect recommended for award has engaged in corrupt or fraudulent or collusive or coercive activities in competing for the contract in question;
 - (ii) Shri Govind Guru University will declare an Architect ineligible, either indefinitely or for a stated period of time, to be awarded a Government contract if it at any time determines that the Architect has engaged in corrupt or fraudulent practices in competing for, or in executing this contract.

19. Time for Completion

The Architect shall complete the scope of work as defined in Time Schedule for stagewise activities of Architect (Part-3) from the effective date of contract or within such extended time to which the Architect shall be entitled (Extension of Time) hereof.

20. Extension of Time

In case Architect is unavoidably hindered in carrying out the design/ drawings etc. on account of delayed decision or the approval by Shri Govind Guru University which is necessary to carry out further work, the architect will be allowed suitable extension of time by Shri Govind Guru University, whose decision shall be final and binding on the Architect.

No claim by the Architect shall be made against Shri Govind Guru University for such delayed approvals/ decisions by Shri Govind Guru University, except for the grant of suitable extension of time.

21. Jurisdiction and Applicable Law Notwithstanding any other court or courts having jurisdiction to decide the question(s) forming the subject matter of the reference, any/ all actions and proceedings arising out of or relative to the Agreement (including any

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arbitration in terms thereof) shall lie only in the court of competent civil jurisdiction in this behalf at Ranchi, Jharkhand and only the said court(s) shall have jurisdiction to entertain and try such action(s) and or proceeding(s) to the exclusion of all other courts. This agreement shall be governed by the laws of India from the time being in force.

22. Quality Assurance

The Architect shall ensure quality in his work/service. The documents and design/drawings prepared by the Architect shall correspond to the international best practices and as a minimum conform to processes as defined in ISO 9001:2015 - "Quality Management System – Requirements" or its latest version.

23. Detailed Programme of Execution of Architectural Services

Within 15 days of award of work, the Architect shall submit a detailed plan of execution of the consultancy work along with the PERT chart, listing out the complete items of work as per scope of contract,

A deduction of INR 5,000/- per day delay will be made for non-submission of such a plan of work within 15 days of award of work.

શ્રી ગોવિંદ ગુરૂ યુનિવર્સીટી (ગુજરાત એક્ટ નં ૨૪/૨૦૧૫ દ્વારા સ્થાપિત) Shri Govind Guru University (Established vide Gujarat Act No. 24/2015)

PART - 6
ANNEXURES/ FORMATS/ FORMS

Shri Govind Guru University (Established vide Gujarat Act No. 24/2015) ARCHITECTURAL SERVICES AGREEMENT

The agreeme	ent made	e this	day d	of	Two Th	ousan	d Eighteen
between Shri	Govind	Guru University G	odhra and .				
			(nam	ne of Archit	ect) on t	the ot	her hand,
hereinafter k	nown as	the Architect, wh	ich include	s its authorize	ed represen	tatives	, and legal
heirs, for th	ne work	"Comprehensive <i>I</i>	Architectura	ıl services inc	luding Prepa	aratior	of Master
plan and Com	nprehens	sive Architectural	Design of S	hri Govind G	uru Universi	ty God	lhra(Whole
Campus work	ks and Ph	nase-I works) at Vi	nzol Tal. Go	dhra Dist. Pa	nchmahals (Gujara	t "at Vinzol
Tal.Godhra	Dist.	Panchmahals	Gujarat	tendered	amount	of	Rs
(Rupees)					

And whereas Shri Govind Guru University Godhra has invited the Bids from eligible Architect fulfilling the eligibility criteria for Comprehensive Architectural Services including Preparation of Master plan and Comprehensive Architectural Design of Permanent Campus for implementation of the aforementioned Project and whereas Shri Govind Guru University has accepted the offer of the Architect on the terms and conditions hereafter appearing.

NOW, THEREFORE, THIS AGREEMENT WITNESSES AS FOLLOWS:-

- 1. In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the conditions of contract (herein after referred to as the conditions of contract).
- 2. The following documents shall be deemed to form and be read and construed as part of this agreement namely:
 - 1) Press, if any
 - 2) Duly signed Complete RFP document
 - 3) Bid submitted (technical and financial) by the successful bidder
 - 4) Pre bid query replies, if any
 - 5) All amendments etc.
 - 6) Letter of award
 - 7) All correspondence with the successful bidder till the award of work.
- 3. In consideration of the fee to be paid by Shri Govind Guru University Godhra to the Architect as agreed to between the parties, the Architect hereby covenants with Shri Govind Guru University Godhra to provide the Architectural services in conformity in all respect with the provision of this contract.

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4. Shri Govind Guru University Godhra hereby covenants to pay the fee in consideration of the provision of comprehensive Architectural services the contract fee at times and in the manner prescribed by the contract.

Architect	Registrar Shri Govind Guru
WITNESS:	University Godhra
1.	
2	

શ્રી ગોવિંદ ગુરુ યુનિવર્સીટી (ગુજરાત એક્ટ નં ૨૪/૨૦૧૫ દ્વારા સ્થાપિત) Shri Govind Guru University (Established vide Gujarat Act No. 24/2015)

Annexure-A DETAILS OF SIMILAR PROJECTS COMPLETED

(As per the definition of similar projects described in this document during the last 5 years ending previous day of Last date of submission of bids)

SI.No	Name of Project & location	owner	total built area of the project	date of commenceme nt as per contract	Stipulated date of completion	Actual date of completion	Name & address/ Telephone No.of Officer concern	scope of services
1	2	3	4	5	6	7	8	9

- Attach the successfully completion certificate issued from concerned Executive Engineer or equivalent officer Ann-D
- Separate successful completed certificate against each work.

Signature of Bidder

Shri Govind Guru University (Established vide Gujarat Act No. 24/2015) ANNEXURE -C

<u>List of overall major/ important projects designed, similar to the tendered work by the bidder in last 10 years on previous day of the last date of submission of bids-</u>

SI.No	Name of Project & location	Owner	Total built Area of the project	Date of Commencement as per contract	Stipulated date of completion	Up to date of completion	Slow progress/ if any and reasons there of	Name & address/ Telephone No. of Officer concern	Scope of services
1	2	3	4	5	6	7	8	9	10

Signature of Bidder

Shri Govind Guru University (Established vide Gujarat Act No. 24/2015) ANNEXURE - D

PERFORMANCE REPORT OF PROJECTS REFERRED TO IN ANNEXURE – A

(The performance report must contain these details)

- 1) Name of project and Location
- 2) Agreement No.
- 3) Built up area and name of the buildings
- 4) Scope of consultancy services
- 5) Estimated Cost: Rs.
- 6) Tendered cost Rs.
- 7) Date of Commencement
- 8) Date of completion
 - (i) Stipulated date of completion
 - (ii) Actual date of completion
- 9) Amount of compensation levied for delayed Completion if any
- 10) Performance Report:

Dated:

Signature

Name-

Designation-

Name of the organization

Name of the Department

Contact no/Email address

(ગુજરાત અક્ટ ન ૨૪/૨૦૧૫ દ્વારા સ્થાપિત) Shri Govind Guru University

(Established vide Gujarat Act No. 24/2015) ANNEXURE-E

ORGANISATIONAL DESCRIPTION AND DETAILS

- 1) Name & Address of the Bidder with Telephone No./Fax No./e-mail address
- 2) Firm Inception Details
 - (i) Year of Establishment
 - (ii) Date & year of commencement of plastice
- 3) Legal status of the Bidder (attach copies of original document defining the legal status)
 - (i) An Individual
 - (ii) A proprietary firm
 - (iii) A firm in partnership
 - (iv) A limited company or corporation
- 4) Particulars of registration with various Government bodies (attach attested photo-copy)

Organization /place of registration

Registration No.

a)

b)

5)	Names and Titles of Directors & Officerswith designation to be concerned with this	
F	o	
6)	Designation of individuals authorized to act for the	
	organization.	
7)	Was the Bidder ever required to suspend the project	
	for a period of more than six months continuously	
	after you commenced the planning? If so, give the	
<u> </u>	name of the project and reasons of	
8)	Has the Bidder or any constituent partner in case of	
	partnership firm, ever abandoned the awarded	
	project before its completion?	
	If so, give name of the project and reasons for	
	abandonment.	
19)	Has the Bidder, or any constituent partner in case of	
	partnership firm, ever been debarred/ blacklisted for	
	competing in any organization at any time? If so, give	
	details.	
10)		
10)	Has the Bidder or any constituent partner in case of	
	partnership firm, ever been convicted by a court of	
	law?If so, give details.	

Shri Govind Guru University (Established vide Gujarat Act No. 24/2015)

	•	
11)	List the specialization areas for which the firm has in-	
	house capability	
12)	Any other information considered necessary but not	
	included above.	

Signature of Bidder

શ્રી ગોવિંદ ગુરુ યુનિવર્સીટી (ગુજરાત એક્ટ નં ૨૪/૨૦૧૫ દ્વારા સ્થાપિત) **Shri Govind Guru University**

(Established vide Gujarat Act No. 24/2015)

ANNEXURE-F DETAILS OF TECHNICAL PERSONNELAVAILABLE IN THE ORGANIZATION OF THE BIDDER (List the personal)

SI. No.	Name	Qualification	Designation	Length of experience	Details of experience	Role in the Organization	Remarks
1	2	3	4	5	6	7	8

Signature of Bidder

શ્રી ગોવિંદ ગુરુ યુનિવર્સીટી (ગુજરાત એક્ટ નં ૨૪/૨૦૧૫ દ્વારા સ્થાપિત) Shri Govind Guru University

(Established vide Gujarat Act No. 24/2015)

ANNEXURE-F (a) DETAILS OF DISCIPLINES FOR WHICH SUB-CONSULTANTS ARE PROPOSED TO BE APPOINNTED BY THE BIDDER FOR THIS PROJECT

SI.No	Name of discipline	Details of discipline	Role in this Project	Remarks
1	2	3	4	5

Signature of bidder

શ્રી ગોવિંદ ગુરુ યુનિવર્સીટી (ગુજરાત એક્ટ નં ૨૪/૨૦૧૫ દ્વારા સ્થાપિત) **Shri Govind Guru University**

(Established vide Gujarat Act No. 24/2015)

ANNEXURE -G DETAILS OF TECHNICAL PERSONNEL TO BE DEPLOYED FOR THISPROJECT

SI.No	Name	Qualification	Designation	Details of Experience	Role in this project	Remarks
1	2	3	4	5	6	7

Note:- After award of contract Shri Govind Guru University expects all of the proposed key personnel to be available during implementation of the contract Shri Govind Guru University will not consider substitutions during contract implementation except under exceptional circumstances up to a maximum of 25 percent of key personnel(considering equal weightage for each key personnel) and that too by only equally or better qualified and experienced personnel.

Signature of Bidder

શ્રી ગોવિંદ ગુરુ યુનિવર્સીટી (ગુજરાત એક્ટ નં ૨૪/૨૦૧૫ દ્વારા સ્થાપિત) Shri Govind Guru University (Established vide Gujarat Act No. 24/2015)

ANNEXURE-H UNDERTAKING FOR INTEGRITY PACT

To, The Registrar ShriGovind Guru University Godhra

Dear Sir,

I/We acknowledge that Shri Govind Guru University is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Request for Proposal (RFP) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that the making of the bid shall be regarded as an unconditional and absolute acceptance of this condition of the RFP.

I /We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when RFP is finally accepted by ShriGovind Guru University.

I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article I of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the RFP, Shri Govind Guru University, shall have unqualified, absolute and unfettered right to disqualify the Bidder and reject the RFP in accordance with terms and conditions of the RFP.

Yours faithfully

(Duly authorized signatory of the Bidder)

Shri Govind Guru University (Established vide Gujarat Act No. 24/2015) INTEGRITY PACT

INTEGRITY AGREEMENT

This Integrity Agreement is made at	** on this*	day of** 20
**	BETWEEN	

Shri Govind Guru University represented through Registrar Shri Govind Guru University Godhra, Government Polytechnic Campus, RTO Road, Gadukpur, Godhra Dist. Panchmahals, (Hereinafter referred as SGGU, which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND				
	**	(Name and Ad	ddress of t	he
Architect / Firm/Comp	any)			
(Details of duly author	** ized signatory) "Bidder" and text hereof include its success	which expression shall unl	less repugna	ant
referred to as "RFP/Bi	has floated the RFP (RFP d") and intends to award, und	der laid down procedure, c	ontract for -	
	rred to as the "Contract"		(Harric	Ji

AND WHEREAS the SGGU values full compliance with all relevant laws of theland, rules, regulations, economic use of resources and of fairness/ transparency in its relation with its Architect(s)

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "Integrity Pact" or "Pact"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witness as under:

To be signed by the Bidder and same signatory competent/authorized to sign the relevant contract.

Article 1: Commitment of the SGGU

SGGU commits itself to take all measures necessary to prevent corruption and to observe the following principles:

Shri Govind Guru University (Established vide Gujarat Act No. 24/2015)

- i. No employee of SGGU, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- ii. SGGU will, during the Tender process, treat all Bidder(s) with equity and reason. Shri Govind Guru University will, in particular, before and during the Tender process, provide to all Bidder(S) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
- iii. SGGU shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- iv. If SGGU obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC) /Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the SGGU will inform the Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder(s)/ Architect

- i. It is required that each Bidder/ Architect (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to Shri Govind Guru University all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- ii. The Bidders/architect commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
 - a) The Bidder/Architect will not, directly or through any other person or firm, offer, promise or give to any of Shri Govind Guru University employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
 - b) The Bidder/ Shri Govind Guru University will not enter with other Bidder into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to fee, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
 - c) The Bidder/ Architect will not commit any offence under the relevant IPC/PC Act. Further the Bidder/Architect will not use improperly, (for the purpose of

Shri Govind Guru University (Established vide Gujarat Act No. 24/2015)

competition or personal gain), or pass on to others, any information or documents provided by SGGU as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

- d) The Bidder/Architect will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- e) The Bidder/ Architect will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- f) The Bidder/Architect will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of Shri Govind Guru University interests.
- g) The Bidder/ Architect will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the SGGU under law or the Contract or its established policies and laid down procedures, ShriGovind Guru University shall have the following rights in case of breach of this Integrity Pact by the Bidder/Architect and the Bidder / Architect accepts and undertakes to respect and uphold the SGGU's absolute right:

- I. If the Bidder/ Architect either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the after Shri Govind Guru University giving 14 days' notice to the Architect shall have powers to disqualify the Bidder(s)/ Architect (s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Architect from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the SGGU and such exclusion may be forever or for a limited period as decided by Shri Govind Guru University.
- II. Forfeiture of EMD/ Performance Guarantee/ Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has

Shri Govind Guru University (Established vide Gujarat Act No. 24/2015)

accrued the right to terminate/ determine the Contract according to Article 3(1), the Shri Govind Guru University, apart from exercising any legal rights that may have accrued to the Shri Govind Guru University, may in its considered opinion forfeit the entire amount of Earnest Money.

III. Criminal Liability: If SGGU obtains knowledge of conduct of a Bidder or Architect, or of an employee or a representative or an associate of Bidder or Architect which constitutes corruption within the meaning of IPC Act, or if the SGGU has substantive suspicion in this regard, the SGGU will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

- I. The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
- II. If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/holiday listing of the Bidder/Architect as deemed fit by Shri Govind Guru University.
- III. If the Bidder/Architect can prove that he has resorted/ recouped the damage caused by him and has installed a suitable corruption prevention system, Shri Govind Guru University may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors

- I. The Bidder/Architect undertake to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/architect shall be responsible for any violation(s) of the principle laid down in this Agreement/Pact by any of its Sub-contractors /sub- vendors.
- II. SGGU will enter into Pacts on identical terms as this one with all Bidder/ Architect and Contractors.
- III. SGGU will disqualify Bidder/s, who do not submit, the duly signed Pact between the Employer and the Bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6: Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Architect 09 (Nine) months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other Bidders, till the Contract has been awarded.

Shri Govind Guru University (Established vide Gujarat Act No. 24/2015)

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority of the Shri Govind Guru University.

Article 7: Other Provisions

- I. This Pact is subject to Indian law, place of performance and jurisdiction is the office of Registrar, Shri Govind Guru University Godhra Panchmahals who has floated the Tender.
- II. Changes and supplements need to be made in writing. Side agreements have not been made.
- III. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intensions.
- IV. It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement/Pact, any action taken by Shri Govind Guru University in accordance with this Integrity Agreement/Pact or interpretation thereof shall not be subject to arbitration.

Article 8: LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

	(For and on behalf of Shri Govind Guru University)
(For and on behalf of Bidder/Architect)	Witnesses:
l	II
(SIGNATURE, NAME AND ADDRESS)	(SIGNATURE, NAME AND ADDRESS)
Place: Dated	

શ્રી ગોવિંદ ગુરુ યુનિવર્સીટી (ગુજરાત એક્ટ નં ૨૪/૨૦૧૫ દ્વારા સ્થાપિત) Shri Govind Guru University (Established vide Gujarat Act No. 24/2015) ANNEXURE - J AFFIDAVIT FOR SIMILAR WORK EXPERIENCE

To,

The Registrar Shri Govind Guru University Godhra Panchmahals

I/We undertake and confirm that eligible similar works(s) has/have not been got executed through another Architect on back to back basis. Further that, if such a violation comes to the notice of Shri Govind Guru University, then I/we shall be debarred for tendering in the SGGU in future forever. Also, if such a violation comes to the notice of Shri Govind Guru University before date of commencement of services, Shri Govind Guru University shall be free to forfeit the entire amount of Performance Guarantee.

Yours faithfully

(Duly authorized signatory of the Bidder)

Shri Govind Guru University (Established vide Gujarat Act No. 24/2015)

ANNEXURE - K Curriculum Vitae (CV) for each staff member (To be deployed on this project)

1.	Proposed Position on this work:
2.	Name of Firm:
3.	Name of staff:
4.	Nationality:
5.	Profession:
6.	Year with the Details of tasks
7.	Firm:
8.	Assigned:
9.	Qualification: (Summarize College/ University and other specialized education of staff member giving names of College/ institution, year of passing and degree obtained
10.	Language: (Include proficiency in speaking, reading and writing each language by a Degree of Excellent/Good/Fair or Poor)
Em	ployment Record, nature of experience & Present Commitments:
I, t	tification: he undersigned, certify that to the best of my knowledge and belief, this bio-data rectly describes my qualification, my experience and me.
Da	te: Day/Month/Year:
Sig	nature of staff member:
Au	thorized Official from the firm:

Note:

The above information should be factually correct, providing false or incorrect information will be considered very seriously and Bidder providing false information may be disqualified. The each CV will be countersigned by the proprietor of Architect firm in blue ink.

શ્રી ગોવિંદ ગુરુ યુનિવર્સીટી (ગુજરાત એક્ટ નં ૨૪/૨૦૧૫ દ્વારા સ્થાપિત) Shri Govind Guru University

(Established vide Gujarat Act No. 24/2015)

ANNEXURE - L BID FORWARDING LETTER

To,
The Registrar
Shri Govind Guru University
Godhra Panchmahals

Dear Sir,

I/We have read and examined the complete RFP document.

I/We hereby tender for Preparation of Master plan and Comprehensive Architectural Design of Permanent Campus of Shri Govind Guru University (Whole campus and Phase-I works) at Vinzol, Tal.Godhra Dist. Panchmahals within the specified time frame for various activities in all respects and as per terms and conditions of agreement.

We agree to keep the bid valid for 180 days from the date of submission of the bids.

We have visited the site,

If I/We fail to furnish the prescribed Performance Guarantee within prescribed period, I/We agree that Shri Govind Guru University at its liberty to forfeit the EMD absolutely.

Further, if I/We fail to commence work/ service as specified, I/We agree that Shri Govind Guru University shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the performance guarantee absolutely.

I/We agree that in case of forfeiture of earnest money or both Earnest Money & Performance Guarantee as aforesaid, I/We shall be debarred for participation in the retendering process of the work.

Date:	
Signature of Architect	
Witness:	
Address:	
Occupation:	

શ્રી ગોવિંદ ગુરુ યુનિવર્સીટી (ગુજરાત એક્ટ નં ૨૪/૨૦૧૫ દ્વારા સ્થાપિત) Shri Govind Guru University (Established vide Gujarat Act No. 24/2015)

ANNEXURE - M UNDERTAKING AGAINST BLACK LISTING/ DEBARRED

(To be provided on Letterhead of Architect)

Tender No..2018

I/we hereby certify that our firm has not been ever been blacklisted, debarred or restrained by any Central Govt. / State Govt. agency/ Autonomous body of the Central or State Govt./ PSU of India etc. in the last 5 years ending previous day of last date of submission of bids from providing Architectural services .

I/We also certify that the above information is true and correct in any every respect and in any case at a later date it is found that any details provided above are incorrect, any contract given to our firm may be summarily terminated and the firm may be blacklisted.

Date:	
Place:	
	Authorized Signatory
	Name:
	Designation:
	Contact No:

શ્રી ગોવિંદ ગુરુ યુનિવર્સીટી (ગુજરાત એક્ટ નં ૨૪/૨૦૧૫ દ્વારા સ્થાપિત) Shri Govind Guru University (Established vide Gujarat Act No. 24/2015)

<u>ANNEXURE - N</u> PROFORMA FOR PERFORMANCE BANK GUARANTEE

In consideration of the having offered to accept the terms and conditions of the proposed agreement by Shri Govind Guru University and
(Hereinafter called the said Architect for the work
2. We

- 3. We, the said bank further undertake to pay to Shri Govind Guru University any money so demanded notwithstanding any dispute or disputes raised by the Architect in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Architect shall have no claim against us for making such payment.
- 4. We further agree that the guarantee herein (indicate the name of the bank) contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of Shri Govind Guru University under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or Shri Govind Guru University certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Architect(s) and accordingly discharges this guarantee.
- 5. We (indicate the name of the bank) further agree with Shri Govind Guru University that Shri Govind Guru University shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms and

Shri Govind Guru University (Established vide Gujarat Act No. 24/2015)

conditions of the said agreement or to extend time of performance by the said Architect from time to time or to postpone for any time or from time to time any of the powers exercisable by Shri Govind Guru University against the said Architect and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act of omission on the part of Shri Govind Guru University or any indulgence by Shri Govind Guru University to the said Architect or by any such matter or thing so reliving us.

- 6. This guarantee will not be discharged due to the change in the constitution of the bank or the Architect(s).
- 7. We (indicate the name of the bank) lastly undertake not to revoke this Guarantee except with the previous consent of Registrar, Shri Govind Guru University in writing.
- 8. This guarantee shall be valid up to unless extended on demand by Shri Govind Guru University. Notwithstanding anything mentioned above, our liability against the guarantee is restricted to INR (Rupees only) and unless a claim in writing is lodged with us within Six months of the date of expiry or the extended date of expiry of this guarantee, all our liabilities under this guarantee shall stand discharged.
- 9. Dated the day for (indicate the name of bank) Dated:

Signed for and behalf of the Architect/ Firm Witnesses:

(Authorized Signature of the Firm)

1.

(Name and Address)

2.

(Name and Address)

Shri Govind Guru University (Established vide Gujarat Act No. 24/2015) ANNEXURE - O

FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF BID

Know	all men by	these presents	s, we				(Name	of the Bi	dder
and a	address of th	eir registered	office) do	hereb	y consti	tute, appoi	nt and au	thorize N	√lr /
Ms		(name ar	nd reside	ntial ad	ddress o	of Power of	Attorney	holder)	who
is	presently	employed	with	us	and	holding	the	positio	n of
		as o	our attorr	ney, to	do in	our name	and on	our beha	lf, all
such	acts, deeds a	nd things neces	ssary in co	onnecti	on with	or incidenta	ıl to our b	id for	
), ir	ncluding	signing	and	submission	of all do	cuments	and
provi	ding informa	ition / respons	es to Sh	ri Govii	nd Guru	University	represer	nting us i	n all
matte	ers before Sh	ıri Govind Guru	ı Universi	ty, and	general	ly dealing	with Shri	Govind	Guru
Unive	ersity in all r	matters in con	nection w	ith our	Bid for t	he said Pro	ject.		
pursu	ant to this	to ratify all act: Power of Atto shall and shall	orney and	d that	all acts	s, deeds a	nd thing		•
Date	d this the	Day2018							
	 Dower of Atta	 orney should be	a provido	d on ne	a iudicial	l stamn nan	or of ann	ropriato	مبيادي
11113 1	OVICE OF ALL	Jiney Jineulu Di	o provide	u on n	, judiciai	ι σταιτήν μαμ	οι οι αρρι	υριιαίοι	raide

and duly notarized.

Shri Govind Guru University (Established vide Gujarat Act No. 24/2015) ANNEXURE - P

FORM FOR BID SECURITY /EMD BANK GUAR ANTEE

KNOW ALL MEN by	y these presents that w	<u> </u>	(Name of Bank)
having our registere	ed office at	(Name of country) ((hereinafter called "the
Bank") are bound	unto Indian Shri Govin	d Guru University of	f Management Ranchi
(hereinafter called S	hri Govind Guru Universit	y)in the sum of INR (Rupees only) for which
payment will and tr	uly to be made to the sai	d Shri Govind Guru Un	iversity the bank binds
itself, its successors	and assigns by these prese	ents.	
\A/LIEDE A C	(Name of Pidder)	acroinafter called "the	Piddor") has submitted

WHEREAS......(Name of Bidder) (hereinafter called "the Bidder") has submitted its Bid dated for ------- AND WHEREAS the Bidder is required to furnish a bank guarantee for the sum of INR (Rupees Bid Security against the Bidder's offer as aforesaid.

AND WHEREAS guarantee as hereinafter contained. (Name of Bank) have, at the request of the Bidder, agreed to give this only) as

We further agree as follows:

- a. That the guarantee hereinbefore contained shall not be affected by any change in the constitution of our bank or in the constitution of the Bidder.
- b. That any account settled between Shri Govind Guru University and the Bidder shall be conclusive evidence against us of the amount due hereunder and shall not be questioned by us.
- c. That this guarantee commences from the date hereof and shall remain in force till(date to be filled up) (up to 180 days from the closing date of submission of Bid or any extension thereof). (The said Bank guarantee shall be irrevocable and operative for a period not less than 45 days beyond the validity of the Bid)
- d. That the expression 'the Bidder' and 'the Bank' herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successors and assigns.
- 1. The conditions of this obligation are:
 - a. if the Bidder withdraws his Bid during the period of Bid Validity, or
 - b. if the Bidder having been notified of the acceptance of his Bid by Shri Govind Guru University during the period of Bid Validity:
 - (i) fails or refuses to furnish the required Performance Security as per RFP conditions.

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(ii) fails or refuses to enter into a Contract as period specified in the RFP conditions of the acceptance of his bid by Shri Govind Guru University.

We undertake to pay to Shri Govind Guru University up to the above amount upon receipt of his first written demand, without Shri Govind Guru University having to substantiate his demand provided that in his demand Shri Govind Guru University will note that the amount claimed by him is due to him owing to the occurrence of any one or more of the conditions (a) & (b) mentioned above, specifying the occurred condition or conditions.

Signature of the witness	
Name of the Witness	
Address of the Witness	
Signature of Authorized official of the Bank	
Name of official Designation	Stamp/Seal

Shri Govind Guru University (Established vide Gujarat Act No. 24/2015) <u>ANNEXURE - R</u>

Financial Capacity of the Bidder

Financial Year	Financial Turnover from the Consultancy Services (Rs. in Crores)	Remarks
FY 2014-15		
FY 2015-16 FY 2016-17		
FY 2010-17 FY 2017-18		
Average Annual Turnover		
	Financial Year Net Profit after Tax (in Rs.)	Remarks
FY 2014-15		
FY 2015-16		
FY 2016-17		
FY 2017-18		

(Signature, name and designation of the authorized signatory)

Shri Govind Guru University (Established vide Gujarat Act No. 24/2015) <u>ANNEXURE - S</u> <u>FINANCIAL BID</u>

Tender No. SGGU/ESTATE/2018/19510

29.09.2018

SI. No.	Description	Qty. (in figures) (in words)	Unit	Quoted Lump sum fee (in INR)
1.	Preparation of Master plan and Comprehensive Architectural Design of Permanent Campus and Phase-1 of Shri Govind Guru University Godhra at Vinzol Tal. Godhra Dist. Panchmahals Gujarat as per terms and conditions stipulated in the RFP.	Complete Job	Lump sum	
2.	Total:			

NOTE: Please refer Part-4, Fee for comprehensive Architectural services prior to filling the fee.

(Signature, name and designation of the authorized signatory)

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Special Instruction to Bidders for e-Tendering

The Special Instructions (for e-Tendering) supplement "Instructions to Bidders", as given in the Tender Document. Submission of online Bids is mandatory for this Tender.

For conducting electronic tendering, Shri Govind Guru University is using the portal nprocure.com

1.0 Tender Bidding Methodology:

The offer should be submitted through e-tendering mode in the website www.nprocure.com containing two e-bid viz. Technical and Financial Bid. The Bids will be uploaded along with all signed and scanned documents those are required for particular tender.

2.0 Broad outline of activities from Bidders prospective:

- (i) Procure a Digital Signing Certificate (DSC).
- (ii) Register on nprocure portal.
- (iii) View Notice Inviting Tender (NIT) on nprocure portal.
- (iv) Download official copy of Tender Documents from nprocure portal.
- (v) Bid-Submission on nprocure portal.
- (vi) Attend Public Tender Opening Event (TOE)
- (vii) Opening of Financial-part (Only for Technical Responsive Bidders).

For participating in this tender online, the following instructions need to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the n-procure portal.

3.0 Registration:

To participate in the e-tendering submission, it is mandatory for applicants to get registered their firm/company in e-tendering portal of n-procure www.nprocure.com to have user ID & Password from n-procure

