#### INDEX

## NAME OF WORK: Construction of Additional floor and Beautification of campus of Rashtriya Sanskrit Sansthan at Janakpuri, New Delhi. SH: Engagement of Consultant.

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# Certified that this NIT contains 1 to 29 pages only

# PRESS NOTICE

The **Rashtriya Sanskrit Sansthan (Deemed University) (here in after called RSKS) Janakpuri**, New Delhi – 110058 (Tel. No. : 011-28521994/ e-mail: <u>www.sanskrit.nic.in</u> on behalf of Vice Chancellor RSKS invites bid on lump sum basis in two bid system from eligible Consultants / Architectural Firms/Structural Firms for consultancy services for Engineering Planning & Designing for the following work: -

#### Name of Work: Construction of Additional floor and Beautification of campus of Rashtriya Sanskrit Sansthan at Janak Puri, New Delhi. SH: Engagement of Consultant.

Earnest money: Rs. 10,000/-

Period of completion: 6 Months or till completion of the whole project work whichever is later.

Last date and time of submission of bid - 31-01-2019 upto 3.00 PM

Time and Date of Opening of bid - 31-01-2019 at 4.00 PM

The bid forms and other details can be obtained from the website http://www.sanskrit.nic.in/

Registrar, Rashtriya Sanskrit Sansthan, Janak Puri The Registar **Rashtriya Sanskrit Sansthan (RSKS) Janak Puri**, New Delhi – 110058 (Tel. No. : 011- 2852 1994/ e-mail: www.sanskrit.nic.in on behalf of Vice Chancellor, Rashtriya Sanskrit Sansthan invites Bids on lump sum basis in two bid system from eligible Consultants / Architectural Firms/Structural Firms for consultancy services for Engineering Planning & Designing for the following work:-

| NIT No.   |  |
|---|--|
| Name of work  | Construction of Additional floor and<br>Beautification of campus of Rashtriya Sanskrit |
|   | Sansthan at Janak Puri, New Delhi. SH:<br>Engagement of Consultant                     |
| Earnest Money   | Rs. 10,000/-   |
| Period of Completion  | 6 Months or till completion of the whole project work whichever is later.              |
| Last date & time of submission<br>of bid, original EMD, & other<br>document as specified in the NIT | 31-01-2019 upto 3.00 PM  |
| Time & date of opening<br>Eligibility bid   | 31-01-2019 at 4.00 PM  |
| Date of opening of Financial Bid  | Date and time to be notified separately to successful bidders.                         |

- 1) Initial Criteria for Eligibility: Firms / Consultants who fulfill the following requirements shall be eligible to apply. Joint ventures are not accepted.
- (a) Should have satisfactorily completed the consultancy works of structural consultancy as mentioned below during the last Seven years ending previous day of last date of submission of tenders.
  - (i) Three consultancy works of similar nature each involving built up plinth area of minimum 200 sqm.

or

Two consultancy works of similar nature each involving built up plinth area of minimum 300 sqm.

or

One consultancy work of similar nature involving built up plinth area of minimum 400 sqm.

Similar work shall mean "Consultancy work of Architectural & Structural designing of Light gauge steel structure or Architectural & Structural design of multistory building.

(b) The Interested agencies should submit their bid in two separate envelope, one containing experience documents marked as technical bid. Second envelope containing financial offer marked as financial bid. The committee will first open the technical bid. The financial bid will be opened for those agencies, who's bid found eligible on the basis on their technical bid.

2) The Firm / Consultant should have in-house Structural Engineering capabilities with minimum experience of 10 years in the field of Consultancy (Supporting documents such as PAN Card of company, Registration of company or any other relevant documents to be Submitted at the time of submission of bids. In case of non-availability of in-house capabilities in consultancy for any component of Engineering services, the Firms / Consultants shall submit an affidavit under oath at the time of submission of bid stating intention to engage/associate sub consultant/firms having domain specific specialization and submit the MOU/agreement with such specialized firms within fortnight of offer/award of work.

The Principal/Main Consultant shall engage/associate only those sub consultants/firms for consultancy of domain specific components, which have successfully provided consultancy work at least in one project having the amount or area not less than Rs. 50 Lakh or 200 Sqm Plinth Area.

- 3) Firms / Consultants should have their own office in Delhi/NCR for proper functioning and coordination of work or will have to set up an office in Delhi/NCR during execution of consultancy work. As a part of proposal, bidders are requested to submit an Affidavit at the time of submission of bid that they shall have presence in Delhi /NCR.
- 4) Earnest Money of Rs. 10,000/- only, in form of Treasury Challan or Demand Draft or Pay Order or Banker's Cheque or Deposit at Call receipt or Fixed Deposit receipt of scheduled bank drawn in favour of **Rashtriya Sanskrit Sansthan, Janak Puri**, *New Delhi*. Receipt of the EMD shall be submitted along with bid. A part of earnest money is acceptable in the form of bank guarantee also. In such case, minimum 50% of earnest money or 20 lac, whichever is less, shall have to be deposited in shape of prescribed above, and balance may be deposited in shape of bank guarantee of any scheduled bank having validity for six months or more from the last date of receipt of bids.
- 5) At any time before the submission of bids, the RSKS may, for any reason, whether at its own initiative or in response to queries raised by prospective bidders during Pre-bid meeting, modify the Bid Documents by suitable amendment(s).
- 6) Affidavit reading "I/We undertake and confirm that eligible similar Consultancy works (s) has/have not been got executed through another Bidder on back to back basis. Further that, if such a violation comes to the notice of Department, then I/we shall be debarred for bidding in RSKS in future for five years. Also, if such a violation comes to the notice of Sansthan before date of start of work, the Registrar Rashtriya Sanskrit Sansthan shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee" is to be given at the time of submission.
- 7) The RSKS reserves the right to reject any prospective application without assigning any reason and to restrict the list of qualified contractors to any number deemed suitable by it, if too many bids are received satisfying the laid down criterion.

Rashtriya Sanskrit Sansthan, Janak Puri

# Terms & Conditions

- 1. Bids on lump sum basis are invited on behalf of Vice Chancellor RSKS from eligible consultants/Firms in two bid system for the work of "Construction of Additional floor and Beautification of campus of Rashtriya Sanskrit Sansthan at Janak Puri.., New Delhi. SH: Engagement of Consultant.
- 1.1 The estimated cost for entire project for which consultancy is to be provided is approximately Rs. **148 Lakh.** This estimate, however, is given merely as a rough guide.
- 1.2 Intending bidders is eligible to submit the bid provided they have definite proof from the appropriate authority, which shall be to the satisfaction of the competent authority, of having satisfactorily completed similar works of magnitude specified.
- 1.3 To become eligible for issue of bid, the bidders shall have to furnish an affidavit as under:-

"I/We undertake and confirm that eligible similar works(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/we shall be debarred for bidding in RSKS in future for five years. Also, if such a violation comes to the notice of Department before date of start of work, the Registrar RSKS shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee. (To be given at the time of submission of bid)".

- 2. Agreement shall be drawn with the successful tenderer on this bid document. Bidders shall quote their rates as per various terms and conditions of this bid document which will form part of the agreement.
- 3. The time allowed for carrying out the work will be 6 Months or till completion of whole project work, whichever is later.
- 4. The site for the work is available.
- 5. The set of terms and conditions of the contract to be complied with and other necessary documents can be seen on website
- Earnest Money in the form of Treasury Challan or Demand Draft or Pay order or Banker's Cheque or Deposit at Call Receipt or Fixed Deposit Receipt (drawn in favour of Rashtriya Sanskrit Sansthan, Janak Puri, New Delhi shall be given at the time of submission of Bid.
- 7. Intending Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their bids as to the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The bidder shall be responsible for arranging and maintaining at his own cost all materials, drawings, reports and documents required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a bid by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions issued to him by the RSKS and local conditions and other factors having a bearing on the execution of the work.

- 8. The competent authority on behalf of the Vice Chancellor RSKS does not bind itself to accept the bid of the Consultant or any other bid and reserves to itself the authority to reject any or all the bids received without the assignment of any reason. All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidders shall be summarily rejected.
- 9. Canvassing whether directly or indirectly, in connection with bid is strictly prohibited and the bids submitted by the contractors who resort to canvassing will be liable to rejection.
- 10. The competent authority on behalf of Vice Chancellor RSKS reserves to himself the right of accepting the whole or any part of the bid and the bidders shall be bound to perform the same at the rate quoted.
- 11. The bid for the work shall remain open for acceptance for a period of 60 days from the date of opening of financial bid. If any bidders withdraw his bid before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable to the RSKS then the RSKS shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the bidders shall not be allowed to participate in the rebidding process of the work.
- 12. This Notice Inviting Tender shall form a part of the contract document. The successful bidders/contractor, on acceptance of his bid by the Accepting Authority, shall, within 15 days from the stipulated date of start of the work, sign the contract consisting of: -
- a) The Notice Inviting Tender, all the documents including additional conditions, specifications and drawings, if any, forming the bid as issued at the time of invitation of Tender and acceptance thereof together with any correspondence leading thereto.

Registrar, Rashtriya Sanskrit Sansthan, Janak Puri

#### ACCEPTANCE

The above tender (as modified by you as provided in the letters mentioned hereunder) is accepted by me for and on behalf of the Vice Chancellor RSKS for a sum of Rs. x\_\_\_\_\_(Rupees x\_\_\_\_\_\_)

The letters referred to below shall form part of this contract Agreement:-

(a) -----x-----

(b) -----x-----

(c) -----x-----

For & on behalf of the Vice Chancellor RSKS

Signature.....

Dated .....

Designation.....

(-----x----) To be filled by the Registrar, RSkS

# FORM OF AGREEMENT

The agreement made on this...... day of month......year .....

between the Vice Chancellor RSKS, on the one hand as the Competent Authority , which shall include his duly authorized representatives and officers of the Rashtriya Sanskrit Sansthan and

• In consideration of the payment to be made by the department to the consultant, the consultant hereby agrees with the Registrar RSKS to perform the service in the best professional manner and in conformity with the terms and conditions of this agreement.

- The following documents shall be part of this agreement
  - .....
  - .....
  - .....

for the work **Construction of Additional floor and Beautification of campus of Rashtriya Sanskrit Sansthan at Janak Puri, New Delhi. SH: Engagement of Consultant.**....

.....

Authorized signatory of Consultancy firm

Registrar, Rashtriya Sanskrit Sansthan, Janak Puri (For and on behalf of Vice Chancellor RSKS)

1. Witness :

2. Witness :

#### SECTION- I

#### **BRIEF PARTICULARS OF THE PROJECT**

#### and

#### **BROAD SCOPE OF CONSULTANCY WORK**

#### 1.1 **Objective:**

Additional floor is proposed to be constructed to meet the growing space demand for Rashtirya Sanskrit Sansthan Janak puri on the roof of existing building.

Proposed Construction consists of light gauge steel structure. No Architectural and structural drawings of existing building are available .

# **1.2** Design Philosophy:

Should cover at least the followings:

- Integrated designs of Civil and other services with structural system and construction methodology with low maintenance.
- Use of low embodied energy materials and local/reused materials and consideration of green building principles.
- The building(s) proposed to be developed should be amenable to latest systems of construction technologies for enabling repeatability and fast track and ease in construction, keeping in mind a lower embodied energy of material and lower energy consumption in the proposed complex. Report received from IIT (Roorkee) is enclosed.

#### 1.3 Location:

Site is located at Rashtirya Sanskrit Sansthan (Deemed University) 56-57 Institutional Area, Janakpuri D Block, New Delhi-110058

# **1.4** Area Statement:

#### Approx. Area 500 sqmt for additional floor.

#### Notes:

• The plinth area are only indicative and may vary as per need and requirement during the concept formulation stage.

#### **1.5 Detailed Design Requirements:**

#### 1.5.1 Civil Work:

Building work with light gauge steel structure internal and external plumbing, any other items & services as per project requirement, and Beautification of Campus.

#### 1.5.2 Electrical Work:

Addition: NIL Correction: NIL Overwriting: NIL Deletion: NIL

E&M services design and detailed estimation.

# 2. Scope of consultancy work:

# 2.1 Architectural Planning and design:

- 2.1.1 The Consultant shall prepare the preliminary and detailed architectural drawings as per the local Bye Laws. The architectural design shall be carried in terms of specifications of latest additions of Bureau of Indian Standards (BIS) Codes, National Building Code, and CPWD Disability Act Guidelines etc. and in compliance to various other approvals/guidelines in India and applicable to this work. During the conceptual and preliminary architectural drawing stage, there shall be many revisions which is in the scope of present work.
- 2.1.2 Preparation of Floor plan in 1:200 or 1:100 scale or any other suitable scale as per prior approval of the Engineer-in-Charge.
- 2.1.3 Preparation of Elevations and Sections wherever required as per prior approval of the Engineer-in-Charge.
- 2.1.4 Preparation of Typical details in1:50or any other scale as per prior approval of the Engineer-in-Charge.
- 2.1.5 Any other designing and detailing required for comprehensive planning and designing of the proposed office building and for obtaining statutory approvals and clearances from local bodies.
- 2.1.6 Consultant has to prepare the drawings of existing building if required.

#### 2.1 Structural planning and design:

- 2.1.1 Framing and preparation of structural system and analysis based latest BIS codes and latest software.
- 2.1.2 Preparation of building/structure wise detailed structural 'Good for Construction' drawings.
- 2.1.3 The structural design shall be carried out in terms of latest editions and up-todate correction/amendment/errata of BIS Codes (Bureau of Indian Standards), other relevant seismic/other codes for making Building Earthquake Resistant, sound engineering practices and as desired by the client/ Employer. The proof checking of the structural drawings shall be carried out from Reputed Engineering Institutes like (a) IIT Delhi (b) DTU (c) IIT Roorkee (d) NITs as desired by the Registrar RSKS for proof checking of structural drawings/proposals prepared by the structural sub consultant/main consultant. **The fee for proof checking shall be borne by the RSKS**. The consultant will liaison and co-ordinate with such Institute approved by Registrar RSKS as and when required and will get the proof checking of structural designs as per directions of Registrar RSKS.
- 2.1.4 Submission of all design calculations in hard and soft copies as per the direction of Registrar RSKS.
- 2.1.5 Any other designing and detailing required for comprehensive planning and designing of the proposed building.

2.1.6 Structural design has to ensure faster construction at reasonable cost.

# 2.2 Services and Miscellaneous Consultancy works

- 2.2.1 Drawing & detailed estimation for additional floor.
- 2.2.2 Drawing & detailed estimation for beautification of campus.
- 2.2.3 E&M services design and detailed estimation.
- 2.2.4 Coordination of various services for clash free layout. All the inputs like structural etc. required for submission drawings shall be given by consultant.
- 2.2.5 The required internal and external services have to be planned with economical cost, minimum maintenance and lowest consumption of resources like water & electricity.
- 2.2.6 One combined integrated drawing of all services will be prepared.(For internal & external services separately).For services being laid in false ceiling, an integrated plan of all services will also be prepared to avoid interference from each other.
- 2.2.7 Co-ordinated construction drawings shall be issued for all the internal and external services and various rooms in the building i/c 3D view and blow ups.

# **2.3 Approval From local Authorities:**

2.3.1 The consultant shall take necessary statutory approval form Delhi fires service, DUAC, local bodies that is SDMC if required. The Consultant submit all submission drawings. If any approval is not required, no action is to be taken by the consultant and no fee shall be deducted on that count. Consultant's job is to pursue statutory bodies to remove any discrepancy in drawings if any. Consultant shall also assist in getting approval/NOC from all authorities.

# 2.3.2 All statutory payments required for these approvals from local authorities shall be made by the RSkS, Delhi.

#### 2.4 Specifications:

2.4.1 Preparation of Technical Specification for civil Consultancy works, services, equipment, furnishing etc. for all items.

# 2.5 Estimate and Costing:

2.5.1 Preparation of detailed cost estimate(s) of the entire scope of the project by considering individual/group of building/structure, Civil Services/Furniture/ Landscaping etc., based on latest CPWD Delhi Schedule of Rates (DSR) & Market rates for non-schedule items on the prescribed format. The Detailed Estimate showing details of measurement, BOQ, bid document, analysis of rates, market rate quotations, at-least three makes of product, specifications etc. shall have to be prepared and submitted by the consultant to the Registrar RSkS for formal approval. Preparation of Bid documents shall be submitted along with soft copies. 2.5.2 CORRECTNESS OF ESTIMATE: Consultant should work out all the quantities & rates correctly so as to arrive at good quality estimate. The consultant shall ensure that variation in quantities (i.e. overall estimated cost based on estimated rates) shall not be more than 10% subject to the RSKS not making changes after the tender. If due to default / wrong estimation by the consultant is more than this limit, then the consultant is liable to pay compensation @ 2% of such deviation (beyond estimated cost). The maximum compensation payable on this account shall be 5% of the total overall fee payable to the consultant. The decision of Registrar RSKS whether the deviation are due to default of the consultant or due to genuine reason on account of authorized deviation by Engineer-in-Charge shall be final and binding on the consultant.

# 2.6 Bidding / Justification:

2.6.1 The consultant shall prepare the bid documents along with schedule of quantities, specifications, and special conditions etc. for call of bids for execution of work in suitable packages to be decided in consultation with the RSKS. The document shall be prepared by consultant to the satisfaction of the RSKS to ensure transparent and competitive bidding as per latest CPWD and CVC guidelines.

# 2.7 General:

- 2.7.1 The Consultant should interact closely with reputed Institutes with a view to take relevant inputs from them for Engineering designs if required.
- 2.7.2 Minimum Eight sets of all finally approved drawings and two sets of soft copies of the same will be furnished by the Consultant free of cost. However, in case additional sets of drawings in hard copy are essentially required by the Employer/RSKS, the same shall also be provided free of cost and nothing extra shall be payable on this account.
- 2.7.3 The details of the scope of the work involved mentioned in this Bid Document are broad and suggestive. Notwithstanding the details of the scope of the work and role of consultant mentioned elsewhere in this Bid Document, the consultant is required to provide consultancy services on all aspects of the work for completing engineering planning and designing for **Construction of Additional floor and Beautification of campus of Rashtriya Sanskrit Sansthan at Janak Puri, New Delhi.**
- 2.7.4 However, the RSKS reserves the right to exclude any of the above services from the scope of the consultant's work. In case of withdrawal of any services from the scope of consultant's work at later stage, the consultant shall be paid for the work done by him upto the date of withdrawal of such item/item of work and services. Here, decision of Registrar RSKS as to the extent of work completed and accepted shall be final and binding on the consultant.
- 2.7.5 The consultant shall maintain constant, regular and proactive interaction with the department, and structural / services proof consultants for formulating the design philosophy and parameters, preparation of preliminary designs/working drawings/ specifications etc.
- 2.7.6 The services of the consultant shall be available during execution phase also. All necessary modification/corrections shall have to be carried out by the consultant as and when the need arise.
- 2.7.7 The Consultant and the Sub-Consultants may also be required to visit the ongoing

Consultancy works during execution stage along with the field staff and may advise RSKS to ensure that the Consultancy works are being executed as per approved architectural scheme provided by the Consultants. Rendering advice during this phase also shall be responsibility of the Consultant.

- 2.7.8 The Consultant shall co-ordinate with the RSKS and attend meetings with the department/ RSKS as and when required including meeting with the RSKS and bidders for construction work.
- 2.7.9 The consultant shall also assist the RSKS in making presentation of the project in comprehensive manner or in parts as decided by the RSKS and necessary presentation materials shall be provided by the consultant without any extra cost.

# **3. PAYMENT OF REMUNERATION:**

- 3.1 The RSKS shall pay to the consultant a Lump Sum Amount as remuneration for the services to be rendered by the Consultant in relation to said work. **The fees shall be inclusive of GST.** The consultant shall be paid fees referred in above, in the manner laid down in payment schedule. The fees shall be adjusted subsequently to ensure that the total fees payable to the consultant does not exceed the total contract amount of fees for that subhead. The RSKS shall, however, have the liberty to omit, postpone or not to execute any work but the consultant shall not be at liberty to omit, postpone or not execute any work. The consultant shall not be entitled to any compensation or damages for such omission, postponement or non-execution of the work, except the fees which have become payable to them for the service actually rendered by them and same accepted by RSKS.
- 3.2 The consultation fees as per the schedule of fees are inclusive of fees payable by the Consultant to any other sub-consultant including green building consultant and Associates if engaged by him and nothing extra shall be payable by the RSKS on this account.
- 3.3 The fees payable to the consultant shall be in full discharge of functions to be performed by the consultant and no claim whatsoever against the RSKS in respect of any proprietary right or copy right by the consultant or any other party will be entertained. The consultant shall indemnify and keep indemnified the RSKS against any such claims and against all cost and expenses paid by the RSKS in defending against such claims.
- 3.4 If the consultant fails to execute any sub-component within specified time/extended time (as approved by Registrar RSKS) or the same is not to the satisfaction of Registrar RSKS then the Registrar RSKS may get the same component executed at the risk & cost of consultant. The whole expenditure thus incurred for satisfactory execution of sub-component shall be deducted from the amount due to consultant. The decision of Registrar RSKS will be final & binding.

# 4. Payment & Time Schedule:

|           |            | Fee Schedule  |   | Time Schedule |   |  |
|-----------|------------|---|---|---------------|---|--|
| S.<br>No. | Activities | Fee payable<br>(in % of<br>lump sum<br>quoted<br>amount ) | Cumulative<br>Fee payable<br>(in % of<br>lump sum<br>quoted<br>amount ) | Period (week) | Progressive period<br>from<br>commencement of<br>consultancy services |  |

| 1  | Development of<br>preliminary architectural &<br>structural drawings, all<br>services drawings for<br>submission purpose.  | 10% | 10%  | 1 month     | 1 month                                    |
|----|--|-----|------|-------------|--|
| 2  | Preparation and<br>Submission of Drawings to<br>local authorities.   | 15% | 25%  | 1 month     | 2 months                                   |
| 3  | Approval of local bodies & statutory bodies.   | 10% | 35%  | 1 month     | 3 months                                   |
| 4. | Preparation of detailed<br>estimate, BOQ, Analysis of<br>Rates, tender document,<br>tender drawings of all<br>types.   | 15% | 50%  | 1 month     | 5 months                                   |
| 5. | Detailed design drawings<br>of services, structural<br>design, detailed<br>architectural drawings and<br>good for construction &<br>Landscape drawings.            | 10% | 60%  | 1 month     | 4 month                                    |
| 6. | During construction period,<br>consultant has to visit site<br>at least once in a month<br>and issue revised drawing<br>as per direction of<br>Engineer-In-Charge. |     |      |             |  |
|    | (a) On 25% completion of project (cost wise)   | 5%  | 65%  |             |  |
|    | (b) On 50% completion of project (cost wise)   | 5%  | 70%  |             |  |
|    | (c) On 75% completion of project (cost wise)   | 5%  | 75%  | As per cons | struction period                           |
|    | (d) On 100% completion<br>of project (cost wise)   | 5%  | 80%  |             |  |
| 7. | On completion of entire construction Consultancy works.  | 20% | 100% |             | nonths of getting<br>ficate by consultant. |

# Notes:

- Amount@ 1% of final bid amount per month will be withheld from the bills for the delay in activities from SI. No. 1 to 7 except 3 in payment & time schedule for activities above subject to maximum 5% of final Bid value. This amount will be released/adjusted after sanction of EOT by competent authority under clause 3 (Compensation for delay) of Clause of Contract.
- 2. Payment of fee as per the various stages of the above Payment Schedule shall be considered as due only when the entire work up to that stage is completed in all respects for all the buildings, structures, landscaping, and external development and service connections etc. as applicable for that stage of the work. No intermediate payment on pro-rata basis shall be admissible for release to the consultant.
- 3. For running payments the consultants shall submit necessary bill in duplicate. The payment due to the consultant will be made within one month of submission of bills of the corresponding stage after satisfactory performance.
- 4. The final payment of work will be released after **submission of GST payment invoice** related to this work.

# SECTION - II

# **INFORMATION & INSTRUCTIONS FOR BIDDERS**

# 1.0 General:

- 1.1 Letter of transmittal and forms for deciding eligibility are given in Section III.
- 1.2 All information called for in the enclosed forms should be furnished against the relevant columns in the forms. If for any reason, information is furnished on a separate sheet, this fact should be mentioned against the relevant column. Even if no information is to be provided in a column, a "Nil" or "No such case" entry should be made in that column. If any particulars / queries is not applicable in case of the bidder, it should be stated as "Not Applicable". The bidders are cautioned that not giving complete information called for in the application forms or not giving it in clear terms or making any change in the prescribed forms or deliberately suppressing the information may result in the Bid being summarily disqualified. Bids made by telegram or telex and those received late will not be entertained.
- 1.3 The bid should be typewritten. The bidder should sign each page of the bid.
- 1.4 Overwriting should be avoided. Correction, if any, should be made by neatly crossing out, initialing, dating and rewriting. Pages of the eligibility criteria document are numbered. Additional sheets, if any added by the bidder, should also be numbered by him. They should be submitted as a package with signed letter of transmittal.
- 1.5 References, information and certificates from the respective clients certifying suitability, technical knowledge or capability of the Bidder should be signed by an officer not below the rank of Executive Engineer or Director of Firm or his authorized signatory.
- 1.6 The bidder may furnish any additional information, which he thinks is necessary to establish his capabilities to successfully complete the envisaged work. He is, however, advised not to furnish superfluous information. No information shall be entertained after submission of eligibility criteria document unless it is called for by the employer.
- 1.7 The department reserves the right to verify the credential submitted in respect of initial eligibility criteria before opening of Technical Bid.
- 1.8 Any information furnished by the Bidder found to be incorrect either immediately or at a later date, then the present bids would be cancelled & amount due to bidder /PG/SD shall be forfeited & this false information would render him liable to be debarred from Bidding/taking up of work in RSKS.

# 2.0 Definitions:

- 2.1 The "**Contract**" means the documents forming the Bid and acceptance thereof and the formal agreement executed between the competent authority on behalf of Vice Chancellor RSKS and the Consultant, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Registrar RSKS and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another
- 2.2 "**Department**" means Rashtriya Sanskrit sansthan denotes as RSKS at Janak Puri.

- 2.3 "**Bidder/consultant**" means the individual, proprietary firm, firm in partnership, limited company private or public or corporation undertaking the Consultancy works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such a firm or company and the permitted assignees of such individual, firm of company
- 2.4 "Year" means "Financial Year" unless stated otherwise.
- 2.5 The expression **Consultancy works** or **work** means Consultancy work of Structural designing/Services designing.
- 2.6 The Site Shall mean the land / or places within the stated building, into or through which work executed under the contract or any adjacent path or street though which work is to be executed under the contract or any adjacent land, path , or street which may be allotted or use for the purpose of carrying out the contract.
- 2.7 **"Employer"** means the Vice Chancellor RSKS, acting through the Registrar Rashtriya Sanskrit Sansthan at Janakpuri.

#### **3.0** Method of application:

- 3.1 If the bidder is an individual, the application shall be signed by him above his full type written name and current address.
- 3.2 If the bidder is a proprietary firm, the application shall be signed by the proprietor above his full typewritten name and the full name of his firm with its current address.
- 3.3 If the bidder is a firm in partnership, the application shall be signed by all the partners of the firm above their full typewritten names and current addresses, or, alternatively, by a partner holding power of attorney for the firm. In the later case a certified copy of the power of attorney should accompany the application. In both cases a certified copy of the partnership deed and current address of all the partners of the firm should accompany the application.
- 3.4 If the bidder is a limited company or a corporation, the application shall be signed by a duly authorized person holding power of attorney for signing the application accompanied by a copy of the power of attorney. The bidder should also furnish a copy of the Memorandum of Articles of Association duly attested by a Public Notary.

#### 4.0 Final decision making authority.

The employer reserves the right to accept or reject any bid and to annul the process and reject all bids at any time, without assigning any reason or incurring any liability to the bidders.

#### 5.0 Particulars provisional

The particulars of the work given in Section I are provisional. They are liable to change and must be considered only as advance information to assist the bidder.

#### 6.0 Site visit

The Bidder is advised to visit the site of work, at his own cost, and examine it and its surroundings to himself collect all information that he considers necessary for proper assessment of the prospective assignment including bye-laws and formalities required for getting various NOCs and approvals at various stages of work.

# 7.0 Initial criteria for eligibility:

a) Initial Criteria for Eligibility: Firms / Consultants who fulfill the following requirements shall be eligible to apply. Joint ventures are not accepted.

Should have satisfactorily completed the consultancy works or structural consultancy as mentioned below during the last Seven years ending previous day of last date of submission of tenders.

(i) Three consultancy works of similar nature each involving built up plinth area of minimum 200 sqm.

or

Two consultancy works of similar nature each involving built up plinth area of minimum 300 sqm.

or

One consultancy work of similar nature involving built up plinth area of minimum 400 sqm.

# Similar work shall mean "Consultancy work of Architectural & Structural designing of Light gauge steel structure or Architectural & Structural design of multistory building.

b) The Firm / Consultant should have in-house architectural/Engineering capabilities with minimum experience of 10 years in the field of Consultancy (Supporting documents such as PAN Card of company, Registration of company or any other relevant documents to be submit at the time of submission of bids. In case of non-availability of in-house capabilities in consultancy for any component of Engineering services or Architectural services, the Firms / Consultants will submit an affidavit under oath at the time of submission of bid stating intention to engage/associate sub consultant/firms having domain specific specialization and submit the MOU/agreement with such specialized firms within fortnight of offer/award of work.

The Principle/Main Consultant shall engage/associate only those sub consultants/firms for consultancy of domain specific components, which have successfully provided consultancy work at least in one project having area not less than Rs. 70 lakh or 200 Sqm Plinth Area.

c) Firms / Consultants should have his own office in Delhi/NCR for proper functioning and coordination of work or will have to set up an office in Delhi/NCR during execution of consultancy work. As a part of proposal, bidders are requested to submit an Affidavit at the time of submission of bid that they will have presence in Delhi /NCR.

# **13.0** Opening of financial bid:

After evaluation of eligibility bid the financial bids of qualified bidders in initial criteria shall be opened at the notified time, date and place in the presence of the qualified

bidders or their representative. The bids shall remain valid for normal 60 days from the date of opening of financial bid.

## **13A.** Evaluation of Financial Bid:

- 13A.1 The bidders are required to quote fees for consultancy work in prescribed format inclusive of all prevailing taxes and levies including applicable GST. The price bid will include inter-alia, the fee for all components identified i/c detailed design, drawings and specifications for all parts covered in the scope of project i/c all services and other allied consultancy works and all tests, study and assessment reports required for obtaining local body approvals before & after construction.
- 13A.2 The lump sum quoted fee shall not be increased due to time and cost overrun. The lump sum fee shall be quoted in Indian Rupees only.
- 13A.3 Conditional bid shall not be accepted.

# 13B. Award criteria: Selection of bidder after opening of financial bid

(a) The bidder should take enough care to submit all the information sought by the department in the desire formats. The bids are liable to be rejected if information is not provided in the desired formats. The Department has right to accept or reject any or all bids without assigning any reason.

#### (b) Award of Work

- 13.1 The successful applicant shall be informed by the Registrar RSKS through a letter of acceptance of his offer.
- 13.2 The consultant shall communicate to the Registrar RSKS within a fortnight of award of work, the names of all the sub consultants having requisite experience along with their credentials as per the bid document for the approval of the competent authority.
- 13.3 After the approval of the sub consultant by the RSKS, The consultant shall enter a formal agreement with sub consultants bringing out all the relevant terms of their association vis-a-vis consultant i.e. main architect/consultant.
- 13.4 The selected applicant is expected to commence the assignment within 10 (Ten) days of issue of letter of award.

## SECTION - III

#### INFORMATION REGARDING ELIGIBILITY

#### LETTER OF TRANSMITTAL

#### То

# The Registrar, Rashtriya Sanskrit Sansthan, Janakpuri, New Delhi-110058

## Subject: Construction of Additional floor and Beautification of campus of Rashtriya Sanskrit Sansthan at Janak Puri, New Delhi. SH: Engagement of Consultant.

Having examined the details given in press notice and bid document for the above work, I / we hereby submit the relevant information.

- 1. I / we hereby certify that the statement made and information supplied accompanying statement are true and correct.
- 2. I / we have furnished all information and details necessary for eligibility and have no further pertinent information to supply.
- 3. I / we submit the requisite certified license to practice and authorize the Registrar, RSkS, Janakpuri, New Delhi to approach the Relevant body to confirm the correctness thereof. I / we also authorize Registrar, RSkS, Janakpuri, New Delhi to approach individuals, employers, firms and corporation to verify our competence and general reputation.
- 4. I / we submit the following certificates in support of our suitability, technical knowledge and capability for having successfully completed the following eligible similar works:

| Name of work | Certificate from |
|--------------|------------------|
|              |                  |
|              |                  |

Certificate: -

It is certified that information given in the enclosed eligibility bid are correct. It is also certified that I/we shall be liable to be debarred, disqualified/cancellation of enlistment in case any information furnished by me/us found to be incorrect.

Enclosures:

Date of submission:

Seal of bidder

Signature(s) of bidder(s)

#### **CLAUSES OF CONTRACT**

# **1.0 PERFORMANCE GUARANTEE**

- The Bidder shall submit an irrevocable **Performance Guarantee of 5%** (Five percent) 1.1of the Bid amount as accepted in addition to other deposits mentioned elsewhere in the contract for his 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 the Registrar RSKS up to a maximum period of 7 days on written request of the Bidder stating the reason for delays in procuring the Performance Guarantee, to the satisfaction of the Registrar RSKS. This guarantee shall be in the form of Cash (in case guarantee amount is less than Rs. 10,000/-) or Deposit at Call receipt of any scheduled bank/Banker's Cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay Order of any scheduled bank (in case guarantee amount is less than Rs.1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India. In case a fixed deposit receipt of any Bank is furnished by the Bidder to the RSKS as part of the performance guarantee and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the Bidder and the Bidder shall forthwith on demand furnish additional security to the RSKS to make good the deficit.
- 1.2 The Performance Guarantee shall be initially valid up to the stipulated date of completion plus 90 days beyond that. In case the time for completion of work gets enlarged, the Bidder shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work.
- 1.3 The Registrar RSKS shall make a claim under the performance guarantee for amounts to which the Vice Chancellor RSKS is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
  - a) Failure by the Bidder to extend the validity of the Performance Guarantee as described herein above, in which event the Registrar RSKS may claim the full amount of the Performance Guarantee.
  - b) Failure by the Bidder to pay Vice Chancellor RSKS any amount due, either as agreed by the Bidder or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by Registrar RSKS.
  - c) Failure to execute any subcomponent of the work
- 1.4 In the event of the contract being determined or rescinded under provision of any of the Clause/Condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the Vice Chancellor RSKS.

# 1.5 **RELEASE OF PERFORMANCE GUARANTEE**

After recording of the completion certificate for the work by the competent authority & **Registrar/RSkS**, the performance guarantee shall be returned to the Bidder, without any interest.

#### 1A. RECOVERY OF SECURITY DEPOSIT

1A.1 The person/persons whose bid(s) may be accepted (hereinafter called the Bidder) shall permit RSKS at the time of making any payment to him for work done under the contract to deduct a sum at the rate of **2.5%** of the gross amount of each running and final bill till the sum deducted, will amount to security deposit of 2.5% of the bid value of the work. Such deductions will be made and held by RSKS by way of security deposit unless he/they has/have deposited the amount of Security at the rate mentioned above in cash or in the form of Government Securities or fixed deposit receipts. In case a fixed deposit receipt of any Bank is furnished by the Bidder to the RSKS as part of the security deposit and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the Bidder and the Bidder shall forthwith on demand furnish additional security to the RSKS to make good the deficit.

All compensations or the other sums of money payable by the Bidder under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising there from, or from any sums which may be due to or may become due to the Bidder by RSKS on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions or sale as aforesaid, the Bidder shall within 10 days make good in cash or fixed deposit receipt bided by the State Bank of India or by Scheduled Banks or Government Securities (if deposited for more than 12 months) endorsed in favour of the Registrar RSKS, any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit shall be collected from the running bills and final bill of the Bidder at the rates mentioned above. Earnest money deposited at the time of bids will be refunded after receipt of Performance Guarantee.

The security deposit as deducted above can be released against bank guarantee issued by a scheduled bank, on its accumulations to a minimum of Rs. 5 lakh subject to the condition that amount of such bank guarantee, except last one, shall not be less than Rs. 5 lakh. Provided further that the validity of bank guarantee including the one given against the earnest money shall be in conformity with provisions contained in various classes and which shall be extended from time to time depending upon extension of contract granted.

- Note-1: Government papers bided as security will be taken at 5% (five per cent) below its market price or at its face value, whichever is less. The market price of Government paper would be ascertained by the Registrar RSKS at the time of collection of interest and the amount of interest to the extent of deficiency in value of the Government paper will be withheld if necessary.
- Note-2: Government Securities will include all forms of Securities mentioned in Rule No. 274 of the G.F. Rules except fidelity bond. This will be subject to the observance of the condition mentioned under the rule against each form of security.
- Note-3: Note 1 & 2 above shall be applicable for both **clause 1 and 1A**.

#### 1A.2 RELEASE OF SECURITY DEPOSIT

The security deposit shall be released after 6 month (Six months) of successful completion of all the activity as mentioned in this agreement under the **"Payment schedule".** 

#### 2.0 COMPENSATION FOR DELAY

If the Bidder fails to maintain the required progress to complete the work or justified extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the RSKS on account of such breach, pay as agreed compensation the amount calculated @ 1.0 % per month of delay to be computed on per day basis decided by the Registrar RSKS (whose decision in writing shall be final and binding) may decide on the amount of Bid value of the work for every completed day/month (as determined) that the progress remains below that specified in **Time Schedule of work** given in this document or that the work remains incomplete.

Provided always that the total amount of compensation for delay to be paid under this Condition shall not exceed 10% of the Bided Value of work or of the Bided Value of the item or group of items of work for which a separate period of completion is originally given. The amount of compensation may be adjusted or set-off against any sum payable to the Bidder under this or any other contract with the Government.

#### 3.0 **TERMINATION (WHEN CONTRACT CAN BE DETERMINED)**

Subject to other provisions contained in this clause the Registrar RSKS may, without prejudice to his other rights or remedy against the consultant in respect of any delay, abandonment, inferior quality of work, any claims for damages and / or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases:-

- (i) If the consultant having been given by the Registrar RSKS a notice in writing that the work is being performed in inefficient or otherwise improper or un-workman like manner and consultant omit to comply with the requirement of such notice for a period of seven days thereafter.
- (ii) If the consultant being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of the creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a manager or which entitle the court to make a winding up order.
- (iii)If the consultant has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of the Registrar RSKS (which shall be final and binding) he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of seven days from the Registrar RSKS.
- (iv)If the consultant fails to complete the work within the stipulated date as provided for in the agreement and does not complete within the period specified in a notice given in writing in that behalf by the Registrar RSKS.
- (v) If the consultant persistently neglects its obligation under the contract and / or terms and conditions of the contract of the consulting firms and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to his in that behalf by the Registrar RSKS.

When the contractor has made himself liable for action under any of the cases aforesaid, the Registrar RSKS on behalf of the Vice Chancellor RSKS shall have powers:

- a) To determine or rescind the contract as aforesaid (of which termination or rescission notice in writing to the consultant under the hand of the Registrar RSKS shall be conclusive evidence). Upon such determination or rescission, the full security deposit recoverable under the contract shall be liable to be absolutely at the disposal of the Registrar RSKS. If any portion of the security deposit has not been paid or received it would be called for and forfeited.
- b) To take the balance work or any part thereof as shall be unexecuted out of his hands and give it to another consultant to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original consultant if the whole work has been executed by his (of the amount of which excess the certificate in writing of the Registrar RSKS shall be final and conclusive) shall be borne and paid by the original consultant and maybe taken from any money due to him by the Registrar RSKS under the present contract or any other account whatsoever or from his security deposit or the proceeds of sales thereof or a sufficient part thereof as the case may be. If the expenses incurred by the department is less than the amount payable to the Registrar RSKS at his agreement rates, the difference shall not be paid to the consultant.

In the event of anyone or more of the above courses being adopted by the Registrar RSKS the consultant shall have no claim to compensation or any loss sustained by him by reasons of his having spent money or entered into agreement or made any advances on account of or with a view to execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid the consultant shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Registrar RSKS has certified in writing that the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

Upon termination of this assignment for any reason whatsoever the consultant shall deliver within 90 days to the employer all drawings, designs and documents received or prepared by the consultant under or pursuant to or as a result of this agreement from anyone connected with this project.

# 4.0 TIME AND EXTENSION FOR DELAY

- **4.1** The time allowed for execution of the Works as specified or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the works shall commence from such time period or from the date of handing over of the site whichever is later. If the Bidder commits default in commencing the execution of the work as aforesaid, RSKS shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money & performance guarantee absolutely.
- 4.2 There is no penalty if the work(s) be delayed by:-
  - (i) Force majeure, or
  - (ii) Serious loss or damage by fire, or
  - (iii)Civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or
  - (iv)Delay on the part of other Bidder or tradesmen engaged by Registrar RSKS in executing work not forming part of the Contract, or

- (v) Any other cause which, in the absolute discretion of the Registrar RSKS is beyond the Bidder's control.
- **4.3** Request for extension of time, to be eligible for consideration, shall be made by the Bidder in writing within fourteen days of the happening of the event causing delay on the prescribed form to the **Registrar**, **RSkS**. The Bidder may also, if practicable, indicate in such a request the period for which extension is desired.
- **4.4** In any such case the authority as indicated in Registrar RSKS may give a fair and reasonable extension of time.

#### 5.0 FORECLOSURE OF AGREEMENT

If at any time after acceptance of bid or during the progress of work, the purpose or object for which the work is being done changes due to any supervening cause and as a result of which the work has to be abandoned or reduced in scope, the Registrar RSKS shall give notice in writing to that effect to the bidder stating the decision as well as the cause for such decision and the bidder shall act accordingly in the matter. The bidder shall have no claim to any payment of compensation or otherwise whatsoever in account of any profit or advantage which he might have derived for the execution of work in full but which he did not derive inconsequence of the foreclosure of the whole or part of the work.

In such circumstances the consultant shall be paid at contract rates full amount for Consultancy works carried out by him and accepted by the RSKS, security deposit and the Performance guarantee of the consultant shall be refunded, but no payment on account of interest, loss of profit or damages etc. shall be payable at all and the employer shall be at liberty to make full use of all or any of the drawings, designs or other documents prepared by the Consultant.

#### 6.0 FORCE MAJEURE

In the event, that either party is prevented, wholly or a part by any force majeure cause, as defined hereinafter from performing or accepting performance by the other party under the agreement, it is agreed that either party shall have the right to terminate the agreement immediately upon giving notice and full particulars of such act of force major in writing to the other party as soon as possible after the cause relied on and in such an event the consultant shall be entitled to the amounts due to it as on the date, under this agreement. Force Major is herein defined as:

- 6.1 Any cause which is beyond the reasonable control of the consultant of RSKS. Natural phenomenon including but not limited to weather conditions (excluding monsoon), fire explosion, floods, drought, earthquakes and epidemics.
- 6.2 Acts of any government authority, domestic or foreign, including but not limited to war declared or undeclared, priorities, guarantees, embargoes, licensing controls or production or distribution restrictions.
- 6.3 Strikes lockout and shortages.
- 6.4 Sabotage, riots, civil commotion, invasion and insurrection.

#### 7.0 SETTLEMENT OF DISPUTE AND ARBITRATION

Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, design, drawings and instructions here-in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:

The Registrar RSkS shall in such case appoint the sole arbitrator within 30 days of receipt of such request and refer such disputes for arbitration.

#### 8.0 LEVY / TAXES PAYABLE BY BIDDER

- (i) GST, Building and other Construction Workers Welfare Cases or any other tax, levy or Cases in respect of input for or output by this contract shall be payable by the consultant and RSKS shall not entertain any claim whatsoever in this respect.
- (ii) If pursuant to or under any law, notification or order any royalty, cess or the like becomes payable by the RSKS and does not any time become payable by the Bidder to the State Government, Local authorities in respect of any material used by the Bidder in the Consultancy works, then in such a case, it shall be lawful to the RSKS and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from dues of the Bidder.

# 9.0 CONDITIONS FOR REIMBURSEMENT OF LEVY/TAXES IF LEVIED AFTER RECEIPT OF TENDER

(i) All tendered rates shall be inclusive any tax, levy or cess applicable on last stipulated date of receipt of tender including extension if any. No adjustment i.e. increase or decrease shall be made for any variation in the rate of GST, Building and Other Construction Workers Welfare Cess or any tax, levy or cess applicable.

However, effect of variation in rates of GST or Building and Other Construction Workers Welfare Cess or imposition or repeal of any other tax, levy or cess applicable on output of the works contract shall be adjusted on either side, increase or decrease.

Provided further that for Building and Other Construction Workers Welfare cess or any tax (other than GST), levy or cess varied or imposed after the last date of receipt of tender including extension if any, any increase shall be reimbursed to the bidder only if the bidder necessarily and properly pays such increased amount of taxes/levies/cess.

Provided further that such increase including GST shall not be made in the extended period of contract for which the bidder alone is responsible for delay as determined by authority for extension of time as per Date Sheet.

(ii) The Bidder shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of the Government and/or the Registrar RSKS and shall also furnish such other information/documents as the

Registrar RSKS may require from time to time.

(iii) The bidder shall, within a period of 30 days of the imposition of any such further tax or levy or cess, give a written notice thereof to the Engineer-in-charge that the same is given pursuant to this condition, together with all necessary information relating thereto.

# **10.0 ADDITIONS AND ALTERATIONS**

The RSKS / Employer shall have the right to request in writing changes, additions, modifications in the scheme resulting in additional consultancy work in connection therewith and the Consultant shall comply with such request. If the RSKS deviates substantially from the original scheme which involves extra services, expenses and extra labour on the part of the consultant for making changes and modifications or other documents rendering major part or the whole of his work infructuous, the consultant may then be compensated for such extra services and expenses on quantum merit basis at mutually agreed rates and other terms and conditions, unless such changes, alterations are due to consultants. The decision of the RSKS shall be final and binding on whether the deviations and additions are substantial and required any compensation to be paid to the consultant. However, for the minor modification or alteration which does not affect the entire design, planning etc. no extra amount will be payable.

# **11.0 GENERAL CONDITIONS**

- 11.1 The Consultant shall be fully responsible for the technical soundness of the proposal including those of specialists engaged, if any, by him.
- 11.2 The Registrar RSKS will have the liberty to supervise and inspect the work of consultant and/or his sub consultant at any time by any officer nominated by him who shall be at liberty to examine the records /documents.
- 11.3 The proposals shall be based on National Code of Practice, BIS Codes, relevant codes, local bye-laws, environmental regulations and design norms and sound engineering practice.
- 11.4 The consultant shall render every assistance, guidance and advice in general to Registrar RSKS on any matter concerning the technical aspects of the project.
- 11.5 The consultant shall during the period of his assignments, and thereafter, till satisfactory completion of the project, act as consultant and give related advice regarding the project.
- 11.6 The professional fees of the consultant shall be inclusive of all cost related to visit to the site, attending meetings, and conferences and making suitable presentations. Fee quoted shall be inclusive of all prevailing taxes and levies.
- 11.7 Consultant professional fees are also inclusive of responsibilities of carrying out modifications in design and drawings.
- 11.8 The consultant shall exercise all reasonable skill, care and diligence in the discharge of duties hereby agreed to the performed by them.

## NOTICE FOR APPOINTMENT OF ARBITRATOR

То

Registrar

RSkS, Janakpuri(Zone or Sub-Region or Region)

New Delhi.

Dear Sir,

For the work, particulars of which are given below, I/We hereby give notice to you to appoint an arbitrator for settlement of disputes mentioned below:-

- 1- Name of applicant
- 2- Whether applicant is Individual/Prop.Firm/Partnership Firm/Ltd.Co.
- 3- Full address of the applicant
- 4- Name of work and contract number in which arbitration sought
- 5- Name of the Division which entered into contract
- 6- Contract amount in the work
- 7- Date of contract
- 8- Date of initiation of work
- 9- Stipulated date of completion of work
- 10-Actual date of completion of work (if completed)
- 11-Total number of claims made
- 12-Total amount claimed
- 13-Date of intimation of final bill (if work is completed)
- 14-Date of payment of final bill (if work is completed)
- 15-Amount of final bill (if work is completed)
- 16-Date of request made to you for decision
- 17-Date of receipt of your decision
- 18-Date of appeal to Vice Chancellor RSKS
- 19-Date of receipt of your decision on the appeal

#### Specimen signatures of the applicant (Only the person/authority who signed the contract should sign)

I/We certify that the information given above is true to the best of my/our knowledge. I/We enclose following documents.

- 1- Statement of claims with amount of claims.
- 2-
- \_ 3-
- 4-

Yours faithfully,

(Signatures)

# FINANCIAL OFFER

I/We have read and examined the bid document relating to the Engagement of Consultant for Structural planning and designing (i/c service design) of "Construction of Additional floor and Beautification of campus of Rashtriya Sanskrit Sansthan at Janak Puri, New Delhi. SH: Engagement of Consultant.

I/We hereby offer to provide consultancy services as per terms and condition in the bid documents in consideration of a lump sum amount quoted here inclusive of GST and all prevailing taxes and levies (Present applicable GST Rate 18%).

I/We confirm that the amount quoted by me/us for Serial No. 1 in this Financial Bid is by considering total proposed plinth area 500 Sqm. If plinth area variation is within 10% then quoted fee will not change. If variation is more than 10% then quoted fee will increase / decrease on prorata basis ignoring 10% basis. If area increase / decrease is 11% then fee will increase/decrease 11%.

| Schedule of Quantity |  |       |         |      |        |
|----------------------|--|-------|---------|------|--------|
| S.<br>No.            | Description of Item / Work   | Qty.  | Unit    | Rate | Amount |
| 1                    | Providing consultancy services<br>for architectural Engineering<br>Planning & designing, Land<br>scape i/c structural design,<br>design of all services (E&M<br>services), preparation of bid<br>documents, Local Bodies /<br>Statutory Bodies approval,<br>complete as per terms and<br>conditions attached of proposed<br>construction of Additional Floor<br>& Beautification of the Campus<br>of Rastriya Sanskrit Sansthan<br>for Janakpuri, New Delhi" | 1 Job | Job     |      |        |
|                      |  | •     | Fotal = | Rs.  |        |

I/We agree to keep this Financial Offer valid for 60 days from the date of opening of this Financial Bid.

I/We declare that we shall treat these documents and other documents connected with the work confidential and shall not communicate the information derived there from to any person other than a person to whom we have authorized to communicate. Open Areas for parking, lawns and landscaping etc. shall be deemed to be included in the total quoted price bid and nothing extra shall be payable on this account.

Signed for and on behalf of the Firm (Authorized signatory of the firm)

Dated:\_\_\_\_\_