**Annexure VI**

**K/C - 6**

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**Tumkur University, Tumkur**

**REQUEST FOR PROPOSALS**

**FOR THE CONSULTANCY ASSIGNMENT**

**Empanelment of consultants for providing consultancy service for Preparation of Detailed Project Report, Conceptualization /development of plans, Architectural designs, Structural Design, Electrical, Water Supply, Sanitary, Fire Safety, Solar, RWH, Green Building Concept, preparation of estimates., etc of various infrastructural projects of Tumkur University, Tumkur**

**(For Three Years)**

REGISTRAR

Tumkur University, Tumkur.

Telephone: 0816-2254546

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**SECTION 1. LETTER OF INVITATION**

1. The Registrar Tumkur University invites the Proposals for the following work: **Empanelment of consultants for providing consultancy service for Preparation of Detailed Project Report, Conceptualization /development of plans, Architectural designs, Structural Design, Electrical, Water Supply, Sanitary, Fire Safety, Solar, RWH, Green Building Concept, preparation of estimates., etc of various infrastructural projects of Tumkur University, Tumkur**  **(for Three Years)**

2. Deleted

3. A consultant will be selected under Least Cost Selection (LCS) procedures described in this RFP.

4. The RFP includes the following documents: Section 1 - Letter of Invitation

Section 2 - Information to Consultants

Section 3 - Technical Proposal - Standard Forms Section 4 - Financial Proposal - Standard Forms Section 5 - Terms of Reference

Section 6 - Standard Form of Contract.

5. **The Two cover system consists of technical proposal and financial proposal. The Firm should upload the following document to become eligible** -

1. Minimum annual turnover of Rs. 250.00 lakhs ( Two Hundred and Fifty Lakhs) in any two financial year in the preceding five (5) years (2017-18, 2018-19, 2019-20, 2020-21, 2021-22) and certificate should be issued by the chartered accountant
2. Should have registration of Indian Council of Architects.
3. Work done certificate for having done architectural consultancy for one large infrastructural project costing more than Rs 5.00 crore. The agency shall enclose the certificate issued by the officer not below the rank of Executive Engineer/C.E.O of the organization In the last five years(2017-18, 2018-19, 2019-20, 2020-21, 2021-22)
4. List of works in hand and completed project as project consultants/Architects in related works & Particulars of similar jobs as per scope of work carried out in the past 5  years.
5. Performance certificate (Work Done Certificate) issued from previous clients.
6. Staff strength of organization and Curriculum vitae of Key personnel.
7. The agency shall furnish the information requested under data sheet vide sub clause 1.19 of the bid document. The information submitted under this table makes the criteria for the technical evaluation of the company.

Blank Tender Documents can be down loaded from [**www.eproc.karnataka.gov.in**](http://www.eproc.karnataka.gov.in)**.** Last date and time for uploading the tender through e-Procurement is on **21.10.2022** **up to 4.30 p.m**. The Technical bid will be opened on **25.10.2022** **at 10.00 a.m**. Financial bid will be opened after evaluating technical bid. Further details can be had from the office of the undersigned during working hours and also refer Tumkur University Website: [**www.tumkuruniversity.ac.in**](http://www.tumkuruniversity.ac.in)**.** Help Desk - 080-25501227 and 25501216 [hphelpdesk.blr@intervo.com](mailto:hphelpdesk.blr@intervo.com).

Yours sincerely,

*Registrar*

**SECTION 2. INFORMATION TO CONSULTANTS1**

**1. INTRODUCTION**

1.1 The Client named in the “Data Sheet” will select a consultant among those listed in the Letter of Invitation, in accordance with the method of selection indicated in the Data Sheet.

1.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Data Sheet (the Proposal) for consulting services required for the Assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected Consultant.

1.3 The Assignment shall be implemented in accordance with the phasing indicated in the Data Sheet. When the Assignment includes several phases, the performance of the consultant under each phase must be to the client’s satisfaction before work begins on the next phase.

1.4 The Consultants must familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment and on the local conditions, consultants are encouraged to pay a visit to the Client before submitting a Proposal, and to attend a pre- proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is optional. The Consultant’s representative should contact the officials named in the Data Sheet to arrange for their visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.

1.5 The Client will provide the inputs specified in the Data Sheet, assist the Consultant in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.

1.6 Please note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost of the Assignment; and (ii) the Client is not bound to accept any of the Proposals submitted.

1.7 Government of Karnataka (GOK) expects consultants to provide professional, objective, and impartial advice and at all times hold the Client’s interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.

1.7.1 Without limitation on the generality of this rule, consultants shall not be hired under the circumstances set forth below:

(a) A firm which has been engaged by the Client to provide goods or works for a project, and any of their affiliates, shall be disqualified from providing consulting services for the same project. Conversely, firms hired to provide consulting services for the preparation or implementation of a project, and any of their affiliates, shall be disqualified from subsequently providing goods or works or services related to the initial assignment (other than a continuation of the firm’s earlier consulting services) for the same project.

1 This Information to Consultants section shall not be modified. Any necessary changes, to address specific project issues, shall be introduced only through the Data Sheet (e.g., by adding new clauses). Likewise, modifications to the standard Form of Contract should be made only by including clauses outlining the Special Conditions and not by introducing changes in the wording of the General Conditions.

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(b) Consultants or any of their affiliates shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the consultants.

1.7.2 As pointed out in para. 1.7.1 (a) above, consultants may be hired for downstream work, when continuity is essential, in which case this possibility shall be indicated in the Data Sheet and the factors used for the selection of the consultant should take the likelihood of continuation into account. It will be the exclusive decision of the Client whether or not to have the downstream assignment carried out, and if it is carried out, which consultant will be hired for the purpose.

1.8 It is GOK’s policy to require that consultants observe the highest standard of ethics during the execution of such contracts. In pursuance of this policy, the GOK:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) “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

(ii) “fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK, and includes collusive practices among consultants (prior to or after submission of proposals) designed to establish prices at artificial, noncompetitive levels and to deprive GOK of the benefits of free and open competition.

(b) will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;

(d) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded GOK-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a GOK-financed contract; and

(e) will have the right to require that, GOK to inspect consultant’s accounts and records relating to the performance of the contract and to have them audited by auditors appointed by GOK.

1.9 Consultants shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by

GOK in accordance with the above sub para 1.8 (d).

1.10 Consultants shall be aware of the provisions on fraud and corruption stated in the standard contract under the clauses indicated in the Data Sheet.

**2. CLARIFICATION AND AMENDMENT OF RFP DOCUMENTS**

2.1 Consultants may request a clarification of any item of the RFP document up to the number of days indicated in the Data Sheet before the Proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile, or electronic mail to the Client’s address indicated in the Data Sheet. The Client will respond by cable, telex, facsimile, or electronic mail to such requests and will send copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.

2.2 At any time before the submission of Proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited firm, modify the RFP documents by amendment. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, cable, telex, facsimile, or electronic mail to all invited consultants and will be binding on them. The Client may at its discretion extend the deadline for the submission of Proposals.

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**3. PREPARATION OF PROPOSAL**

3.1 Consultants are requested to submit a Proposal (para 1.2) written in the language(s) specified in the Data

Sheet.

**Technical Proposal**

3.2 In preparing the Technical Proposal, consultants are expected to examine the documents comprising this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal.

3.3 While preparing the Technical Proposal, consultants must give particular attention to the following:

(i) If a consultant considers that it does not have all the expertise for the Assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub-consultancy, as appropriate. Consultants may associate with the other consultants invited for this Assignment only with approval of the Client as indicated in the Data Sheet. Consultants must obtain the approval of the client to enter into a Joint Venture with consultants not invited for this assignment.

(ii) For assignments on a staff-time basis, the estimated number of key professional staff-months is given in the Data Sheet. The proposal shall, however, be based on the number of key professional staff-months estimated by the firm.

(iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relation with it.

(iv) Proposed key professional staff must at a minimum have the experience indicated in the Data

Sheet.

(v) Alternative key professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.

(vi) Reports to be issued by the consultants as part of this assignment must be in the language(s) specified in the Data Sheet. It is desirable that the firm’s personnel have a working knowledge of the Client’s official language.

3.4 The Technical Proposal should provide the following information using the attached Standard Forms

(Section 3):

(i) A brief description of the Consultant’s organization and an outline of recent experience on assignments (Section 3B) of a similar nature. For each assignment, the outline should indicate, inter alia, the profiles and names of the staff provided, duration of the assignment, contract amount, and firm’s involvement.

(ii) Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Client (Section 3C).

(iii) A description of the methodology and work plan for performing the assignment (Section 3D).

(iv) The list of the proposed staff team by speciality, the tasks that would be assigned to each staff team member, and their timing (Section 3E).

(v) CVs recently signed by the proposed key professional staff and the authorized representative submitting the proposal (Section 3F). Key information should include number of years working

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for the firm/entity, and degree of responsibility held in various assignments during the last ten

(10) years.

(vi) Estimates of the total staff effort (professional and support staff; staff time) to be provided to carry out the Assignment, supported by bar chart diagrams showing the time proposed for each key professional staff team member. (Sections 3E and 3G).

(vii) A detailed description of the proposed methodology, staffing, and monitoring of training, if the

Data Sheet specifies training as a major component of the assignment. (viii) Any additional information requested in the Data Sheet.

3.5 The Technical Proposal shall not include any financial information.

**Financial Proposal**

3.6 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions of the RFP documents. The Financial Proposal should follow Standard Forms (Section 4). The financial proposal should be in percentage of the total cost of the project

3.7 Consultants shall express the price of their services in Indian Rupees.

3.8 The Data Sheet indicates how long the proposals must remain valid after the submission date. During this period, the consultant is expected to keep available the key professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants who do not agree have the right not to extend the validity of their proposals.

**4. SUBMISSION, RECEIPT, AND OPENING OF PROPOSALS**

4.1 The original Proposal (Technical Proposal and Financial Proposal; see para 1.2) shall be prepared in indelible ink. It shall contain no inter-lineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the person or persons who sign(s) the Proposals.

4.2 Deleted

4.3 Deleted

4.4 Blank Tender Documents can be down loaded from [**www.eproc.karnataka.gov.in**](http://www.eproc.karnataka.gov.in/)**.** Last date and time for uploading the tender through e-Procurement is **21.10.2022** **up to 4.30 p.m**. The Technical bid will be opened **on 25.10.2022** **at 10.00 a.m**. Financial bid will be opened after evaluating technical bid. A Further details can be had from the office of the undersigned during working hours and also refer Tumkur University Website: [**www.tumkuruniversity.ac.in**](http://www.tumkuruniversity.ac.in)**.** Help Desk - 080-25501227 and 25501216 [hphelpdesk.blr@intervo.com](mailto:hphelpdesk.blr@intervo.com).

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4.5 The completed Technical and Financial Proposal must be uploaded before the dead line in e-portal

4.6 After the deadline for submission of proposals the Technical Proposal shall be opened immediately by the evaluation committee. The Financial Proposal shall remain sealed and deposited with the Client until all submitted proposals are opened publicly.

**General**

**5. PROPOSAL EVALUATION**

5.1 From the time the proposals are opened to the time the contract is awarded, if any consultant wishes to contact the Client on any matter related to its proposal, it should do so in writing at the address indicated in the Data Sheet. Any effort by the Consultant to influence the Client in the Client’s proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the consultant’s proposal.

5.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation, including its approval by competent authority is obtained

**Evaluation of Technical Proposals**

5.3 The evaluation committee appointed by the Client as a whole, and each of its members individually, evaluates the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria (typically not more than three per criteria) and point system specified in the Data Sheet. Each responsive proposal will be given a technical score (St). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.

**Public Opening and Evaluation of Financial Proposals; Ranking**

5.4 After the evaluation of quality is completed, the Client shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify the consultants that have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals. The opening date shall not be sooner than one week after the notification date. The notification may be sent by registered letter, cable, telex, facsimile, or electronic mail.

5.5 The Financial Proposals shall be opened publicly in the presence of the consultants’ representatives who choose to attend. The name of the consultant, the quality scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.

5.6 The evaluation committee will determine whether the Financial Proposals are complete, (i.e., whether they have costed all items of the corresponding Technical Proposals, if not, the Client will cost them and add their cost to the initial price), correct any computational errors.

5.7 The Client will select the lowest proposal(‘evaluated’ price) among those that passed the minimum technical score. The selected Consultant will be invited for negotiations.

**6. NEGOTIATIONS**

6.1 Negotiations will be held at the address indicated in the Data Sheet. The aim is to reach agreement on all points and sign a contract.

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6.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and firm will then work out final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the “Description of Services” and form part of the contract. Special attention will be paid to getting the most the firm can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the Assignment.

6.3 Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff (no breakdown of fees) nor other proposed unit rates.

6.4 Having selected the Consultant on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the Proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff was offered in the proposal without confirming their availability, the firm may be disqualified.

6.5 The negotiations will conclude with a review of the draft form of the contract. To complete negotiations the Client and the firm will initial the agreed contract. If negotiations fail, the Client will invite the Consultant who has quoted the second lowest price for negotiations. The process will be repeated till an agreed contract is concluded.

**7. AWARD OF CONTRACT**

7.1 The contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other consultants on the shortlist that they were unsuccessful and return the Financial Proposals of those consultants who did not pass the technical evaluation (para 5.3)

7.2 The Consultant is expected to commence the Assignment on the date and at the location specified in the

Data Sheet.

**8. CONFIDENTIALITY**

8.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the contract.

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**DATA SHEET**

**Information to Consultants**

**Clause Reference**

1.1 The name of the Client is The Registrar Tumkur University, Tumkur

The method of selection is: Least Cost Selection (LCS)

1.2 A Technical and a Financial Proposals are requested: Yes.

The name, objectives and description of the Assignment are: **Appointment of consultants for providing consultancy service for Preparation of Detailed Project Report, Conceptualization /development of plans, Architectural designs, Structural Design, Electrical, Water Supply, Sanitary, Fire Safety, Solar, RWH, Green Building Concept, preparation of estimates etc., of various infrastructural projects of Tumkur University at its jurisdiction.**

1.3 The Assignment is phased: Yes

Assignment continues for 3 years

1.4 **A pre-proposal conference will be held on 30.09.2022**

The name(s), address (es), and telephone/numbers of the Client’s Official(s)are:

The Executive Engineer, Tumkur University, B.H.Road, Campus,

Tumkur – 572 103, **Ph. No.0816-2254546**

1.5 The Client will provide the following inputs:

Details about the projects to be designed,

Approximate cost and plinth area, location of the project

1.6 The Client envisages the need for continuity for downstream work: No

1.7 The clauses on fraud and corruption in the contract areSub-Clause2.7.1 of G.C.C.

1.8 Clarifications may be requested up to *one day prior to pre-proposal conference/or 10 days before the submission date*.

1.9 The address for requesting clarifications is: The Executive Engineer, Tumkur University, B.H.Road, Tumkur - 572103

1.10 Proposals should be submitted in the following language(s): English

1.11 (i) Short listed Consultant may associate with other short listed Consultant: No

(ii) The estimated number of key professional staff months required for the assignment is:   
 Depends on the project

iii) The minimum required experience of proposed key professional staff is: [*Position, number of  
years of professional experience, specific expertise*] Minimum 5 yrs for all key Professionals

(iv) Reports which are part of the assignment must be written in the following language: English

1.12 Training is an important feature of this Assignment: No

1.13 Proposals must remain valid 90days after the submission date.

1.14 Consultants must submit an original and

1.15 The proposal submission address is: only in the e-procurement portal

1.16 Proposals must be submitted no later than the following date and time: As notified in the e-portal

1.17 The address to send information to the Client is: The Executive Engineer, Tumkur University, B.H.Road, Tumkur - 572103

1.18 The evaluation of the technical bid will be processed only for the registered firms.

1.19 The number of points to be given under each of the technical evaluation criteria is:

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Sl.No** | **Criteria** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | **Maximum Points** | **Remarks** |
|  | The evaluation process will be followed only for the registered firms | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1 | The consulting firm should been registered with the Registrar of companies and should have a minimum of 15 years of experience as a consultants having carried out similar assignments.  15 years & above -5  10 years & above-3  05 years & above-2 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 5 | Certificate of registration is to be produced. |
| 2 | The consulting firm should have achieved in at least two financial years a minimum financial turnover of Rs. 250.00 Lakhs in the last 5 Financial years (2017-18, 2018-19, 2019-20, 2020-21 and 2021-22). | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 5 | Proof of turnover/ certificate from Charted Accountant is to be produced. |
| 3 | 3. Past experience  The consulting firm shall have successfully completed similar assignments that best illustrates their qualification for the assignment. Number of similar works completed during last 5 years ending last day of the month previous to the one in which tenders are being invited INR -500.00 Lakhs. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 15 | Contract / work orders indicating the details of assignment, client, value of assignment, date of award etc., to be provided as documentary evidence. Points will be assigned based on the completion certificates of assignment signed by not the rank less than the Executive Engineer enclosed |
|  | For preparation of Desired details for the infrastructural works/ Buildings/landscaping / interior works) the last 5 Financial years (2017-18, 2018-19, 2019-20, 2020-21 and 2021-22).  Threshold: 5 marks for project costing Rs. 500.00 Lakhs and additional 5 marks for every additional projects costing Rs. 500.00 Lakhs limited to maximum of 10 marks | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4 | Description of methodology & Work Plan  The approach and methodology shall clearly define the consultants approach to complete the assignment within the time frame and methodology adopted 2.5 Marks.  Adequacy of the proposed work plan and methodology in responding to TOR. 2.5 Marks. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 5 |  |
| 5 | Well-equipped office, office automation with licensed software for carrying out the assignment.  High end computer work station with licensed software such as  Structural Engineering Soft ware – 2 Marks  Drafting Soft ware – 2 marks  3D modeling & Rendering software – 2 Marks  Plotters – 2 marks  Imaging and design software – 2 marks | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 10 | Certification / proof of ownership of the above software / equipments should be enclosed. |
|  | **Sub Total** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | **40** |  |
| **6** | **Qualification and experience of key professional staff** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  |  |
|  | **Position** | **Requirement** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | **Maximum Points** | | **Remarks** |
|  | Team leader cum Chief Architect | Masters Degree / Degree in Architecture with 10 years experience  Master Degree – **2 marks**  General Experience of 10 years – **2 marks**  **Specific experience for the assignment**  Buildings **– 2 marks**  Infrastructure – **2 marks**  As a team leader **– 3 marks**  **Experience in region & Language** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 13 | | Points will be awarded by Tumkur University Tender Evaluation Committee depending on the qualification, quality and length of experience and relevant documents |
| **Language** | | | | | | **Read** | | | | | | | | | **Write** | | | | **Speak** | | | | **Total Marks** | | | | | | |
| **English** | | | | | | 0.3 | | | | | | | | | 0.3 | | | | 0.4 | | | | 1 | | | | | | |
| **Kannada** | | | | | | 0.3 | | | | | | | | | 0.3 | | | | 0.4 | | | | 1 | | | | | | |
|  | Senior Architect | Masters Degree / Degree in Architecture with 5 years experience  Master Degree – **1 marks**  Bachelors Degree **– 1 Marks**  General Experience of 5 years – **2 marks**  **Specific experience for the assignment**  Buildings **– 1 marks**  Infrastructure – **1 marks**  As a Senior architect **– 2 marks**  **Experience in region & Language** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 10 | |
| **Language** | | | | | **Read** | | | | | | | | **Write** | | | | | | | **Speak** | | | | | | **Total Marks** | | | |
| **English** | | | | | 0.3 | | | | | | | | 0.3 | | | | | | | 0.4 | | | | | | 1 | | | |
| **Kannada** | | | | | 0.3 | | | | | | | | 0.3 | | | | | | | 0.4 | | | | | | 1 | | | |
|  | Senior Structural engineer | Masters Degree in Structural engineering with 10 years experience  Master Degree – **2 marks**  General Experience of 10 years – **2 marks**  **Specific experience for the assignment**  Multistoried buildings /  special structures **– 1 marks**  Design of Public buildings – **1 marks**  As a Senior Structural  Engineer **– 2marks**  **Experience in region & Language** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 10 | |
| **Language** | | | **Read** | | | | | | | | | **Write** | | | | | | | | | **Speak** | | | | | | **Total Marks** | | |
| **English** | | | 0.3 | | | | | | | | | 0.3 | | | | | | | | | 0.4 | | | | | | 1 | | |
| **Kannada** | | | 0.3 | | | | | | | | | 0.3 | | | | | | | | | 0.4 | | | | | | 1 | | |
|  | Senior Civil Engineer, PHE | Degree in civil engineering with 5 years experience  Degree in Civil Engineering – 1 Marks  General Experience of 5 years – 1 Marks  **Specific experience for the assignment**  Buildings – 1 Marks  As Senior Civil Engineer, PHE – 1 Marks  **Experience in region & Language** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 6 | |
| **Language** | | | | **Read** | | | | | | **Write** | | | | | | | | | **Speak** | | | | **Total Marks** | | | | | | |
| **English** | | | | 0.3 | | | | | | 0.3 | | | | | | | | | 0.4 | | | | 1 | | | | | | |
| **Kannada** | | | | 0.3 | | | | | | 0.3 | | | | | | | | | 0.4 | | | | 1 | | | | | | |
|  | **Position** | **Requirement** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | **Maximum Points** | | **Remarks** |
|  | Senior Electrical Engineer | Degree in electrical engineering with 5 years experience  Degree in Electrical Engineering –1 Marks  General Experience of 5 years – 1 Marks  **Specific experience for the assignment**  Buildings – 1 Marks  HT Installation – 1 Marks  **Experience in region & Language** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 6 | | Points will be awarded by Tumkur University Tender Evaluation Committee depending on the qualification, quality and length of experience and relevant documents |
| **Language** | | | | **Read** | | | | | | | | | | **Write** | | | | | | | **Speak** | | | | | | | | **Total Marks** |
| **English** | | | | 0.3 | | | | | | | | | | 0.3 | | | | | | | 0.4 | | | | | | | | 1 |
| **Kannada** | | | | 0.3 | | | | | | | | | | 0.3 | | | | | | | 0.4 | | | | | | | | 1 |
|  | CAD Draughtsman | Diploma holder with minimum experience of 3 years in the relevant field  Diploma in Draftsmanship –1 Marks  General Experience of 3 years – 1 Marks  **Specific experience for the assignment**  Buildings – 1 Marks  **Experience in region & Language** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 5 | |
| **Language** | | **Read** | | | | | | | | | **Write** | | | | | | | **Speak** | | | | | | | | | | **Total Marks** | |
| **English** | | 0.3 | | | | | | | | | 0.3 | | | | | | | 0.4 | | | | | | | | | | 1 | |
| **Kannada** | | 0.3 | | | | | | | | | 0.3 | | | | | | | 0.4 | | | | | | | | | | 1 | |
|  | Surveyor | Diploma / Degree in Civil Engineering holder with minimum experience of 3 years in the relevant field  BE in Civil Engineering / Diploma in Survey Engineering –1 Marks  General Experience of 3 years – 1 Marks  **Experience in region & Language** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 4 | |
| **Language** | | **Read** | | | | | | | **Write** | | | | | | | | **Speak** | | | | | **Total Marks** | | | | | | | |
| **English** | | 0.3 | | | | | | | 0.3 | | | | | | | | 0.4 | | | | | 1 | | | | | | | |
| **Kannada** | | 0.3 | | | | | | | 0.3 | | | | | | | | 0.4 | | | | | 1 | | | | | | | |
|  | Geo Technical Engineer | Diploma / Degree in Civil Engineering holder with minimum experience of 3 years in the relevant field  BE in Civil Engineering / Diploma in Geo Technical Engineering or Civil Engineering –1 Marks  General Experience of 3 years – 1 Marks  **Experience in region & Language** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 4 | |
| **Language** | | **Read** | | | | | **Write** | | | | | | | | | | **Speak** | | | | | | | | **Total Marks** | | | | |
| **English** | | 0.3 | | | | | 0.3 | | | | | | | | | | 0.4 | | | | | | | | 1 | | | | |
| **Kannada** | | 0.3 | | | | | 0.3 | | | | | | | | | | 0.4 | | | | | | | | 1 | | | | |
|  | **Position** | **Requirement** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | **Maximum Points** | | **Remarks** |
|  | Support staffs | Group D  **Experience in region & Language** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 2 | |  |
| **Language** | **Read** | | | | | | | **Write** | | | | | | | | **Speak** | | | | | | | | **Total Marks** | | | | | |
| **English** | 0.3 | | | | | | | 0.3 | | | | | | | | 0.4 | | | | | | | | 1 | | | | | |
| **Kannada** | 0.3 | | | | | | | 0.3 | | | | | | | | 0.4 | | | | | | | | 1 | | | | | |
|  | **Sub Total** |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | **60** | |
|  | **Total Technical score** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | **100** | |
|  | The minimum technical score required to pass is | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 75 points | |
|  | The Financial proposal shall be in form of a percentage over the estimated project cost prepared based on the bill of quantities using current PWD / CPWD schedule of rates or other approved Data rates. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  | |

1.2 The formula for determining the financial scores is the following:

[ *Sf = 100xFm/F, in which Sf is the financial Score, Fm is the lowest price, and F the price of the proposal under consideration]*

The weightings given to the technical and Financial proposals are:

T = 0.75 P = 0.25

The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.The formula for determining the financial scores (Sf) of all other Proposals is calculated as following: Sf = 100 x Fm/ F, in which “Sf” is the financial score, “Fm” is the lowest price, and “F” the price of the proposal under consideration. [or replace with another inversely proportional formula acceptable to the Bank] The weights given to the Technical (T) and Financial (P) Proposals are: T = 75%(0.75) , and P = 25% (0.25) Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: S = St x T% + Sf x P%.

1.21 The address for negotiations is: The Registrar Tumkur University, Tumkur.

1.22 The Assignment is expected to commence]: From the date of issue of “proceed with work”

The percentage of T could be changed depending on the nature of the assignment.

1.23 The address for negotiations is: Registrar, Tumkur University, Tumkur

1.24 The Assignment is expected to commence on From the date of issue of “proceed with work”

The percentage of T could be changed depending on the nature of the assignment.

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**SECTION 3. TECHNICAL PROPOSAL - STANDARD FORMS**

3A. Technical Proposal submission form.

3B. Consultant’s references.

3C. Comments and suggestions on the Terms of Reference and on data services, and facilities to be provided by the Client.

3D. Description of the methodology and work plan for performing the assignment.

3E. Team composition and task assignments.

3F. Format of Curriculum Vitae of proposed key professional staff.

3G. Time schedule for professional personnel.

3H. Activity (work) schedule.

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**3A. TECHNICAL PROPOSAL SUBMISSION FORM**

[*Location, Date*]

|  |  |  |
| --- | --- | --- |
| FROM: (Name of Consultant) |  | TO: REGISTRAR, TUMKUR UNIVERSITY,TUMKUR |
|  |  |  |
|  |  |  |
|  |  |  |

Sir:

Subject: **Empanelment of consultants for providing consultancy service for Preparation of Detailed Project Report, Conceptualization /development of plans, Architectural designs, Structural Design, Electrical, Water Supply, Sanitary, Fire Safety, Solar, RWH, Green Building Concept, preparation of estimates., etc of various infrastructural projects of Tumkur University, Tumkur Tumkur**  **(for Three Years)**

Technical Proposal.

We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated [*Date*], and our Proposal. We are hereby submitting our Proposal which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

If negotiations are held during the period of validity of the Proposal, i.e., before [*Date*] we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

We understand you are not bound to accept any Proposal you receive. We remain,

Yours sincerely,

Authorized Signature: Name and Title of Signatory: Name of Consultant: Address:

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**3B. CONSULTANT’S REFERENCES**

**Relevant Services Carried Out in the Last Five Years**

**That Best Illustrate Qualifications**

Using the format below, provide information on each reference assignment for which your firm/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

|  |  |  |
| --- | --- | --- |
| Assignment Name: | | Country: |
| Location within Country: | | Key professional staff Provided by  Your Firm/entity(profiles): |
| Name of Client: | | No. of Staff: |
| Address: | | No. of Staff-Months; duration of assignment: |
| Start Date (Month/Year): | Completion Date (Month/Year): | Approx. Value of Services (Rs.M): |
| Name of Associated Consultants, if any: | | No. of Months of Key professional staff, provided by Associated Consultants: |
| Name of Senior Staff (Project Director/Coordinator, Team Leader) involved and functions performed: | | |
| Narrative Description of Project: | | |
| Description of Actual Services Provided by Your Staff: | | |

Consultant’s Name:

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**3C. COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES, AND FACILITIES TO BE PROVIDED BY THE CLIENT**

On the Terms of Reference:

1.

2.

3.

4.

5.

On the data, services, and facilities to be provided by the Client

1.

2.

3.

4.

5.

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**CONSULTANT’S NAME:**

**3D. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN**

**FOR PERFORMING THE ASSIGNMENT**

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**3E. TEAM COMPOSITION AND TASK ASSIGNMENTS**

**1. Technical/ Managerial Staff**

|  |  |  |  |
| --- | --- | --- | --- |
| Sl. No. | Name | Position | Task |
| 1.  2.  3.  4.  ..  .. |  |  |  |

**2. Support Staff**

|  |  |  |  |
| --- | --- | --- | --- |
| Sl. No. | Name | Position | Task |
| 1.  2.  3.  4.  ..  .. |  |  |  |

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**3F. FORMAT OF CURRICULUM VITAE (CV) FOR**

**PROPOSED KEY PROFESSIONAL STAFF**

Proposed Position:

Name of Consultant:

Name of Staff:

Profession:

Date of Birth:

Years with Firm/Entity: Nationality:

Membership in Professional Societies:

Detailed Tasks Assigned:

**Key Qualifications:**

[*Give an outline of staff member’s experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.*]

**Education:**

[*Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.*]

**Employment Record:**

[*Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about Three pages.*]

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**Languages:**

[*For each language indicate proficiency: excellent, good, fair, or poor; in speaking, reading, and writing* ]

**Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

**Date:**

***[Signature of staff member and authorized representative of the Consultant] Day/Month/Year***

**Full name of staff member: Full name of authorized representative:**

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**3G. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL**

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Sl. No. | Name | Position | Reports Due/Activities | Months (in the form of a Bar Chart)\* | | | | | | | | | | | | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | Number of  Months |
| 1.  2.  3.  4. |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | Subtotal (1) Subtotal (2) Subtotal (3) Subtotal (4) |

Full-time: Part-time: Reports Due:

Activities Duration:

Signature:

\* The Schedule should be for the period of completion of assignment (Authorized Representative)

Full Name:

Title:

Address**:**

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**3H. ACTIVITY (WORK) SCHEDULE**

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**SECTION 4. FINANCIAL PROPOSAL - STANDARD FORMS**

4A. Financial Proposal submission form.

4B. Schedule-B

4C. Summary of costs.

4D. Breakdown of costs.

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**4A. FINANCIAL PROPOSAL SUBMISSION FORM**

[*Location, Date*]

|  |  |  |
| --- | --- | --- |
| FROM: (Name of Consultant) |  | TO: Registrar, Tumkur University |
|  |  |  |
|  |  |  |

Sir,

Subject: **Empanelment of consultants for providing consultancy service for Preparation of Detailed Project Report, Conceptualization /development of plans, Architectural designs, Structural Design, Electrical, Water Supply, Sanitary, Fire Safety, Solar, RWH, Green Building Concept, preparation of estimates., etc of various infrastructural projects of Tumkur University, Tumkur**

We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated [*Date*], and our Proposal (technical and Financial Proposals). Our financial proposal (Schedule-B) is attached.

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal,

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act

1988”.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely, Authorized Signature:

Name and Title of Signatory: Name of the Consultant: Address:

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**4B. Schedule-B (Financial Bid)**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Sl. No.** | **Description of work** | **Unit** | **Quoted Rate**  **(inclusive of all tax)** | |
| **In Figures** | **In words** |
| 1 | Providing Consultancy Services for Furnishing of Architectural & Structural Designs & Auto CAD Drawings along with Preparation of DPR, Tender documents and Assisting in Tender Evaluation & etc. as per Tender documents & TOR for the buildings & other Infrastructure works at various campus of Tumkur University. |  |  |  |
|  | a) Cost up to Rs. 25 lakhs | Percentage |  |  |
|  | b) Cost from Rs. 25 lakhs to 50 lakhs | Percentage |  |  |
|  | c) Cost from Rs. 50 lakhs to 100 lakhs | Percentage |  |  |
|  | d) Cost from Rs. 100 lakhs to 1000 lakhs | Percentage |  |  |
|  | e) Cost above Rs. 1000 lakhs. | Percentage |  |  |
| 2 | Providing Consultancy services for furnishing of structural designs & Auto CADD drawings for buildings **(For Rate only).** |  |  |  |
|  | a) Cost up to Rs. 25 lakhs | Percentage |  |  |
|  | b) Cost from Rs. 25 lakhs to 50 lakhs | Percentage |  |  |
|  | c) Cost from Rs. 50 lakhs to 100 lakhs | Percentage |  |  |
|  | d) Cost from Rs. 100 lakhs to 1000 lakhs | Percentage |  |  |
|  | e) Cost above Rs. 1000 lakhs. | Percentage |  |  |
| 3 | Providing Consultancy services for furnishing of Auto CADD drawings & Estimates **(For Rate only).** |  |  |  |
|  | a) Cost up to Rs. 25 lakhs | Percentage |  |  |
|  | b) Cost from Rs. 25 lakhs to 50 lakhs | Percentage |  |  |
|  | c) Cost from Rs. 50 lakhs to 100 lakhs | Percentage |  |  |
|  | d) Cost from Rs. 100 lakhs to 1000 lakhs | Percentage |  |  |
|  | e) Cost above Rs. 1000 lakhs. | Percentage |  |  |
|  | **Total** |  |  |  |

**Note: The rate quoted should be percentage only** Authorized Signatory

**4C. SUMMARY OF COSTS**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | | | Description | Amount (Rupees) |
|  | No. |  |
| I  II  III  IV  V  VI  VII  VIII  IX | | | Remuneration for Key professional staff  Supporting Staff  Transportation  Duty Travel to Site  Office Rent  Office Supplies, Utilities and Communication  Office Furniture and Equipment  Reports and Document Printing  Surveys |  |
|  | | | **TOTAL COST** |  |
|  | | | Consultancy Service Tax |  |
|  | | | **TOTAL COSTS (Including Service Tax)** |  |

Note: The ceiling cost of the consultancy is as shown in the Summary of Costs. Payments will be made as per stipulations of the Special Conditions of Contract. The break-up of cost as given in formats 4C is to facilitate assessment of reasonableness of costs and conducting negotiations in accordance with clause 6 of the Information to Consultants.

**@** Modify the items as appropriate for the consultancy assignment.

**4D. BREAKDOWN OF COSTS (RS)**

**I REMUNERATION FOR STAFF**

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **No.** | | | **Position** | | | **Name** | **Rate\* (Rs.) \*\*** | **SM** | **Amount (Rs)** |
|  |  |  |  |  |  |
|  | | | **Key professional staff** | | |  |  |  |  |
| **1.** | | |  | | |  |  |  |  |
| **2.** | | |  | | |  |  |  |  |
| **3.** | | |  | | |  |  |  |  |
| **4.** | | |  | | |  |  |  |  |
| **5.** | | |  | | |  |  |  |  |
| **6.** | | |  | | |  |  |  |  |
|  | | | **Sub-Total** | | |  |  |  |  |
|  | | | **Sub-Key professional staff** | | |  |  |  |  |
| **1.** | | |  | | |  |  |  |  |
| **2.** | | |  | | |  |  |  |  |
| **3.** | | |  | | |  |  |  |  |
| **4.** | | |  | | |  |  |  |  |
| **5.** | | |  | | |  |  |  |  |
| **6.** | | |  | | |  |  |  |  |
|  | | | **Sub-Total** | | |  |  |  |  |
|  | | | **TOTAL** | | |  |  |  |  |

*SM = Staff Month*

**II. Support Staff**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **No.** | **Position** | **Name** | **Staff Months** | **Billing Rate\*** | | | **Amount( Rs )** |
|  | **( Rs) \*\*** |  |
| 1  2  3  4 |  |  |  |  | | |  |
|  |  |  |  | **Total :** | | |  |

*\* The rates should not include any adjustment for inflation which will be separately paid for in accordance with Clause 6.2 (a) of S.C.C, wherever applicable.*

**\*\*** Provide the break up of the rates to show the basic salary, social costs and overhead.

**III. Transportation (Reimbursable)** \* Total:

**IV. Duty Travel to Site (Reimbursable)** \* Total:

**V Office Rent (Reimbursable)** \* Total:

\*Prepare details as appropriate for the consultancy assignment.

**VI. Office Supplies, Utilities and Communication (Reimbursable**)

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **No.** | **Item\*** | **Months** | **Monthly Rate (Rs)** | **Amount in (Rs)** |
| 1 |  |  |  |  |
| 2 |  |  |  |  |
| 3 |  |  |  |  |
| 4 |  |  |  |  |

**TOTAL :** ----------------------------

\* Prepare details as appropriate for the consultancy assignment.

**VII. Office Furniture and Equipment (Reimbursable)**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **No.** | **Description(\*)** | **Unit** | **Quantity** | **Rate (Rs )** | **Amount (Rs )** |
| 1  2  3  4  5  6 | Office Furniture (Purchase) |  |  |  |  |
| 1  2  3  4  5  6 | Office Equipment (Purchase)\* |  |  |  |  |
|  |  |  |  | Total \* |  |

\*Prepare details as appropriate for the consultancy assignment

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**VIII. Reports and Document Printing**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **No.** | **Description\*** | **Number** | **No. of Copies** | **Rate per Copy( Rs.)** | **Amount ( Rs. )** |
| 1  2  3  4  5 |  |  |  |  |  |
|  |  |  |  | **Total** |  |

**IX. Topographical Surveys (if any)\*** • Prepare details as appropriate for the consultancy assignment

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**SECTION 5. TERMS OF REFERENCE**

1. Deleted.
2. The cost of Master planning and extra side planning to be done by the Architect may be paid for initially. But the amount so paid to architect is recoverable from him depending on the other works entrusted to him and paid for. Therefore the Client will have the authority to deduct Rs.5=00 for every sum of Rs.100=00 payable to him until the entire fee paid for master planning and extra site planning is wiped off. If this is done, the work of the Architect in so far as it relates to Master planning and site planning will have been done free of cost to the University and that is the clear understanding between the Parties.
3. For his extra services defined in Article II hereinafter, the Client agrees to pay the Architect Three (2) times the direct personnel expense as defined in Article-V (1) hereinafter.
4. For reimbursable expense as defined hereinafter in Article-V (2) to the amount expended.
5. **BASIC SERVICES OF THE ARCHITECT :**
6. **Schematic Design Phase :**
7. The Architect shall consult with the Client to ascertain the requirements of the project and shall confirm such requirements of the project to the Client.
8. The Architect shall prepare schematic design studies leading to a recommended solution together with a general description of the project; such schematic studies and a report containing general description of the project should be placed for consideration of the Client and their approval. If the Client is not satisfied with the said studies and if the Client suggests alterations, the studies are to be redone repeatedly so as to give satisfaction to the Client.
9. The Architect shall prepare construction cost according to prevailing K.P.W.D. rates in the locality based on current area, volume and other unit costs, plus tender percentage.

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**2. Design Development Phase :**

1. The Architect shall prepare from the approved schematic design studies, the design development document consisting of Plans, Elevations, Sections and Perspectives and other drawings and outline specifications, to fix and illustrate the size and character of the entire project in its essentials as to kinds of materials, type of Structure, Mechanical and Electrical Systems and such other work as may be required.
2. The Architect shall refine the design development documents for the Client’s satisfaction and approval before proceeding with the construction document phase.
3. The Architect shall submit to the Client a further statement of the probable project construction cost and if authorized, obtain a semi detail estimate of such cost.

**3. Construction Document Phase :**

1. The Architect shall prepare from the approved design development document, working drawings and prescribing the work to be done and the materials, workmanship, finishes and equipment required for the Architectural, Structural, Mechanical, Electrical, Service connected equipment and Site work and the necessary bidding information general conditions of the Contractor and shall assist in the drafting of proposal and Contract forms.
2. The Architect shall prepare whatever drawings are necessary in the schematic and design development phase in triplicate for Client’s review and approval. Eight bound sets of complete construction documents shall be furnished to the Client without charge (Five sets for the Client and three sets for the Contactor).
3. The Architect shall prepare detailed estimates of projects construction cost according to prevailing K.P.W.D rates as may be applicable plus tender percentage prevailing in that area.
4. The Architect shall keep the Client informed of any adjustment to previous statements if the probable project construction cost indicates by changed in scope, requirements or market conditions.

**4. Construction Phase :**

1. The Architect shall assist the Client in obtaining proposals from contractors and in awarding and preparing construction Contractors.
2. The Architect shall check and approve schedules and shop drawings for compliance with design, prepare change orders, make final inspection of the project assemble written guarantee required of the contractors.
3. If any loss is caused to the Client on account of defects and deficiencies in the work of the Architect, the Architect will be held responsible for such loss for a period of two years after completion.

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**II. EXTRA SERVICES FO THE ARCHITECT :**

The following services if performed due to unusual circumstances and cause the Architect extra expense shall be paid by the Client as a multiple of direct personal expenses.

1. Making Planning Surveys and Special Analysis of the Clients needs to clarify requirements of the project when requested by the Client.
2. Making measured drawings of existing constructions when required for planning additions and alterations thereto.
3. Revising previously approved drawings or specifications to accomplish change ordered by the Client.
4. Preparing documents for alternate bits and changed orders requested by the Client.
5. Supervising the replacement of any work damaged by fire or other such cause during construction.
6. Preparing as built drawings showing construction changes in the work and final locations of the mechanical service lines and outlets if requested by the Client.

**III THE CLIENTS RESPONSIBILITIES**

1. The Client shall provide full information as to their requirements for the project with the assistance of the Architect.
2. They shall designate when necessary representatives authorities to act to their behalf. They

shall examine documents submitted by the Architect and rendered decision pertaining there

to promptly to avoid unreasonable delay in the progress of the Architect’s work, they shall observe the procedure issuing orders to the contractors only through the Architects.

1. They shall furnish or direct the Architect to obtain at the Client’s expenses, a certified survey of the site, giving as grades and lines of streets alleys, pavement and adjoining property, rights of way, restrictions easements, encroachments, zoning deed restrictions, boundaries and contours of the building sites, locations, dimensions and complete data pertaining to existing building, other improvements and trees, full information as to available services and utility lines both private and public and test boring and pits necessary for determining sub-soil conditions.
2. They shall pay for all soil analysis, test and reports if required.

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**IV. PROJECT CONSTRUCTION COST**

1. Project construction cost as herein referred to means the amount put to tender of all non-repetitive works designed or specified by the Architects, but does not include any payments made to the Architect or Consultants.
2. Project construction cost shall be based upon one of the following sources.
3. The amount put to tender of the project cost.
4. If the project is executed by the Client with its labour or materials the project construction cost shall include such labour and material at current market cost.
5. The Architect’s latest estimate of probable project construction cost according to prevailing K.P.W.D rates in the Locality based on current area, volume and other unit cost when sources at (a) and (b) are not available.
6. However the Architect will be responsible if the cost of construction goes beyond 7% of the accepted Tender provided such excess in cost is due to factor under control of the Architects.

**V. THE ARCHITECTS EXPENSE:**

1. Direct personnel expenses includes that of Principals and Employees engaged on the project including Architects, Engineers, Designers, Job Captains, Draftsmen, Specification Writers, Typist and Inspectors, in consultation designing research producing drawings for the project and inspecting construction of the project. Employees’ time shall be at their regular rates of pay.
2. Reimbursable expense includes actual expenditure made by the Architect in the interest of the project for the following incidental expenses.
3. Expense of transportation and living of principals and Employees when travelling in connection with the Project-Long distance call and telegrams, extra production of working drawings and specifications, excluding copies for Architect’s Office use and triplicate sets at each phase for the Client’s review and approach and fees paid for securing approval of authorities having jurisdiction over the project.
4. If authorized in advance by the Client, the expense of project inspector, overtime work requiring higher than regular rates, semi detailed estimate of project construction cost, delineated perspectives or models for the Client’s use.
5. If their employment is authorized in advance by the Client-fees of special consultants for other than the normal structural, Mechanical and Electrical Engineering Services.

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**VI. PAYMENT TO THE ARCHITECT:**

1. Payment on account of the Architect’s basics services shall be as follows :

Payment shall be made in proportion to services performed to increase the compensation for basic services to the following percentages at the completion of each phase of the work as approved by the Client.

|  |  |  |  |
| --- | --- | --- | --- |
| **Sl.No.** | **Stage of work** | **% of fees to be released** | **Upto date% of fees released** |
| i | On submission of draft working Drawings, structural drawings, Electrical Drawing, architectural Plan Landscape Drawing. | 10% | 10% |
| ii | On submission of Final working Drawings, structural drawings, Electrical Drawing, architectural Plan Landscape Drawing. estimate including Sub-estimates, lump sum provisions, detail estimates of civil works, Electrical, Water supply, Drainage works etc. if any as per clients requirements, Compliance to the observations to the estimates designs and drawings made by competent authority. | 25% | 35% |
| iii | On submission of compliance to the tender document, approval of Final Report, up-loading tender documents, drawings. | 15% | 50% |
| iv | After Preparation of pre-qualification reports of contractors by the University and submission of working (GFC) drawings. and on completion of negotiation(if any) with contractor &then recommending of successful contractor & placing the work order to the contractor | 10% | 60% |
| v | On submission of stage wise completion certificate, stability test report of 30% of the contract amount | 5% | 65% |
| vi | On submission of stage wise completion certificate, stability test report of 30% of the contract amount | 5% | 70% |
| vii | On submission of stage wise completion certificate, stability test report of 30% of the contract amount | 10% | 80% |
| ix | On satisfactory completion of the assignment, and submission of as built drawings Record drawings, Test reports, stability test reports, approval of Work slip, EIRL, Final Bill and reports. | 20% | 100% |

1. Payment for extra services of the Architect as defined in Article-II above, and for reimbursable expense as defined in Article-V, Paragraph-2 shall be made monthly upon presentation of Architect’s detailed invoice.
2. No deduction shall be made from the Architect compensation on account of penalty, liquidated damaged or other sums with held from payment to contractors.
3. If any work designed or specified by the Architect during any phase of service is abandoned or suspended in whole or part the Architect is to be paid for the service performed on account of it.

**VII. ACCOUNTING RECORDS OF THE ARCHITECT :**

Records of the architect’s Direct Personnel, Consultant and reimbursable expense pertaining to this project and records of accounts between the Client and contractor shall be dept on generally recognized accounting basis and shall be available to the Client or his authorized representative at mutually convenient times.

**VIII. TERMINATION OF AGREEMENT:**

This Agreement between Client and the Architect may be terminated at any time by either party by giving 30 days written notice.

**XI. OWNERSHIP OF DOCUMENTS :**

Drawing and specifications as instruments of service are the property of the Architects whether the project for which they are made be executed or not, to be used on other projects except by agreement in writing.

**X. SUCCESSORS AND ASSIGNS:**

The Client and Architect each binds himself, his partners, successors and assigns and legal representatives to the other party to this agreement and to the partners, successors, a sign and legal representative of such other party in respect of all covenants of this agreement, neither the Client nor the Architect shall assign, subject or transfer this interest in the agreement with the written consent of the other.

**XI. CLIENTS APPROVAL:**

Wherever Client’s approval is required under this agreement only the approval of the Registrar, Tumkur University shall be deemed to be the approval of the Client.

**XII. SECURITY DEPOSIT:**

**Within 20 days of receipt of the Letter of acceptance, the successful Tenderer shall deliver to the Employer a security Deposit of amounting Rupees 1,00,000(Rupees One Lakh Only) in any of the forms given below**

* Cash or
* cheque/Demand draft,/Bank Guaranty/ Pay Order in favour of Finance Officer Tumkur University
* Specified Small Savings Instruments pledged to Finance Officer Tumkur University.
* Failure of the successful Tenderer to comply this shall constitute sufficient grounds for cancellation of the award and forfeiture of the earnest money deposit.
* The Security Deposit will be refunded after completion of assigned project.

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**SECTION VI: CONTRACT FOR CONSULTANT’S SERVICES**

**between**

**[Name of Client]**

**and**

**[Name of Consultants]**

**Dated :**

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**I. FORM OF CONTRACT**

This CONTRACT (hereinafter called the "Contract") is made the

day of the month of

, 201 , between, on the one hand, (hereinafter called the "Client") and, on the other hand, (hereinafter called the "Consultants").

*[Note*∗*: If the Consultants consist of more than one entity, the above should be partially amended to read as follows:*

*“...(hereinafter called the "Client") and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Client for all the Consultants' obligations under this Contract, namely, and (hereinafter called the "Consultants.")”].*

WHEREAS

(a) the Client has requested the Consultants to provide certain consulting services as defined in the

General Conditions of Contract attached to this Contract (hereinafter called the "Services");

(b) the Consultants, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract; and

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract: (a) The General Conditions of Contract (hereinafter called "GC");

(b) The Special Conditions of contract (hereinafter called "SC");

(c) The following Appendices:

|  |  |  |
| --- | --- | --- |
| Appendix A: | Description of the Services |  |
| Appendix B: | Reporting Requirements |
| Appendix C: Appendix D: | Key Personnel and Sub-consultants  Duties of the Client |  |
| Appendix E: | Cost Estimates |  |
| Appendix F: | Form of Guarantee for Advance Payments |  |

*[Note: If any of these Appendices are not used, the words "Not Used" should be inserted below next to the title of the Appendix on the sheet attached hereto carrying the title of that Appendix.].*

2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract; in particular:

(a) The Consultants shall carry out the Services in accordance with the provisions of the Contract;

and

(b) The Client shall make payments to the Consultants in accordance with the provisions of the

Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

∗ *All notes should be deleted in the final text*

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FOR AND ON BEHALF OF [NAME OF THE CLIENT]

By

(Authorized Representative)

FOR AND ON BEHALF OF [NAME OF THE CONSULTANTS]

By

(Authorized Representative)

*[Note: If the Consultants consist of more than one entity, all of these entities should appear as signatories, e.g., in the following manner:]*

FOR AND ON BEHALF OF EACH OF

THE MEMBERS OF THE CONSULTANTS [Name of the Member]

By

(Authorized Representative) [Name of the Member]

By

(Authorized Representative)

etc.

Witness:

1.

2.

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**II. GENERAL CONDITIONS OF CONTRACT**

1. **GENERAL PROVISIONS**

1.1 **Definitions**

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

(a) "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;

(b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;

(c) “Effective Date” means the date on which this Contract comes into force and effect pursuant to

Clause GC 2.1

(d) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;

(e) "GC" means these General Conditions of Contract; (f) "Government" means the Government of Karnataka; (g) "Local currency" means Indian Rupeea;

(h) "Member", in case the Consultants consist of a joint venture of more than one entity, means any of these entities, and "Members" means all of these entities; ‘Member in Charge’ means the entity specified in the SC to act on their behalf in exercising all the Consultants’ rights and obligations towards the Client under this Contract.

(i) "Party" means the Client or the Consultants, as the case may be, and Parties means both of them;

(j) "Personnel" means persons hired by the Consultants or by any Sub-consultant as employees and assigned to the performance of the Services or any part thereof; and ‘key personnel’ means the personnel referred to in Clause GC4.2 (a)

(k) "SC" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;

(l) "Services" means the work to be performed by the Consultants pursuant to this Contract as described in Appendix A; and

(m) "Sub-consultant" means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of Clauses 3.5 and 4.

(n) ‘Third party” means any person or entity other than the Government, the Client, the Consultants, or a Sub-Consultant.

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1.2 **Law Governing the Contract**

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the

Applicable Law.

1.3 **Language**

This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 **Notices**

Any notice, request or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SC.

1.5 **Location**

The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, whether in Karnataka or elsewhere, as the Client may approve.

1.6 **Authorized Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Consultants may be taken or executed by the officials specified in the SC.

1.7 **Taxes and Duties**

The Consultants, Sub-consultants and their Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

2. **Commencement, Completion, Modification and termination of Contract**

2.1 **Effectiveness of Contract**

This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC.

2.2 **Commencement of Services**

The Consultants shall begin carrying out the Services within thirty (30) days after the date the Contract becomes effective, or at such other date as may be specified in the SC.

2.3 **Expiration of Contract**

Unless terminated earlier pursuant to Clause 2.7, this Contract shall terminate at the end of such time period after the Effective Date as is specified in the SC.

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2.4 **Modification**

Modification of the terms and conditions of this Contract, including any modification of the scope of the

Services or of the Contract Price, may only be made by written agreement between the Parties.

2.5 **Force Majeure**

2.5.1 **Definition**

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 **No Breach of Contract**

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 **Extension of Time**

Any period within 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.

2.5.4 **Payments**

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 **Suspension:**

The Client may by written notice of suspension to the Consultants, suspend all payments to the Consultants hereunder if the Consultants fail to perform any of their obligations under this contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultants to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultants of such notice of suspension.

**2.7 Termination**

2.7.1 **By the Client**

The Client may terminate this Contract, by not less than thirty (30) days’ written notice of termination to the Consultants, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 2.7.1 and sixty (60) days’ in the case of the event referred to in (e):

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(a) if the Consultants do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days of receipt after being notified or within such further period as the Client may have subsequently approved in writing;

(b) if the Consultants (or any of their Members) become insolvent or bankrupt;

(c) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

(d) if the consultant, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

“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.

“fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK, and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive GOK of the benefits of free and open competition.

(e) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this

Contract.

2.7.2 **By the Consultants**

The Consultants may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause 2.7.2:

(a) if the Client fails to pay any monies due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 7 hereof within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue;

(b) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same with in forty-five (45) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Client of the Consultants’ notice specifying such breach;

(c) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.7.3 **Cessation of Rights and Obligations**

Upon termination of this Contract pursuant to Clause GC 2.7 , or upon expiration of this Contract pursuant to Clause GC 2.3, 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 Clause GC 3.3 hereof;

(iii) the Consultants’ obligations to permit inspection, copying and auditing of their accounts and records set forth in Clause GC3.5 (ii) hereof; and

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(iv) any right which a Party may have under the Applicable Law.

2.7.4 **Cessation of Services**

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC

2.7.1 or GC 2.7.2 hereof, the Consultants 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 Consultants and equipment and materials furnished by the Client, the Consultants shall proceed as provided, respectively, by Clauses GC 3.8 and GC 3.9.

2.7.5 **Payment upon Termination**

Upon termination of this Contract pursuant to Clauses GC 2.7.1 or GC 2.7.2 hereof, the Client shall make the following payments to the Consultants (after offsetting against these payments any amount that may be due from the Consultant to the Client)):

(a) remuneration pursuant to Clause GC 6 hereof for Services satisfactorily performed prior to the effective date of termination;

(b) reimbursable expenditures pursuant to Clause GC 6 hereof for expenditures actually incurred prior to the effective date of termination; and

(c) except in the case of termination pursuant to paragraphs (a) through (b) of Clause GC

2.7.1 hereof, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

2.7.6 **Disputes about Events of Termination**

If either Party disputes whether an event specified in paragraphs (a) through (e) of Clause GC

2.7.1 or in Clause GC 2.7.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause GC 7 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. **Obligations of the Consultants**

3.1 **General**

The Consultants 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 employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-consultants or Third Parties.

3.2 **Conflict of Interests**

3.2.1 **Consultants Not to Benefit from Commissions, Discounts, etc.**

The remuneration of the Consultants pursuant to Clause GC 6 hereof shall constitute the

Consultants' sole remuneration in connection with this Contract or the Services and the

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Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations hereunder, and the Consultants shall use their best efforts to ensure that any Sub-consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.2 **Procurement Rules of Funding Agencies**

If the Consultants, as part of the Services, have the responsibility of advising the Client on the procurement of goods, works or services, the Consultants shall comply with any applicable procurement guidelines of the funding agencies and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultants in the exercise of such procurement responsibility shall be for the account of the Client.

3.2.3 **Consultants and Affiliates Not to engage in Certain Activities**

The Consultants agree that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultants, as well as any Sub-consultant and any entity affiliated with such Sub-consultant, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.4 **Prohibition of Conflicting Activities**

The Consultants shall not engage, and shall cause their Personnel as well as their Sub- consultants and their Personnel not to engage, either directly or indirectly, in any of the following activities:

(a) during the term of this Contract, any business or professional activities in GOK which would conflict with the activities assigned to them under this Contract; and

(b) after the termination of this Contract, such other activities as may be specified in the

SC.

3.3 **Confidentiality**

The Consultants, their Sub-consultants and the Personnel of either of them shall not, either during the term or within (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

3.4 **Insurance to be Taken Out by the Consultants**

The Consultants (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at their (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverages, as shall be specified in the SC, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefor have been paid.

3.5 **Accounting, Inspection and Auditing**

The Consultants (i) shall keep accurate and systematic accounts and records in respect of the Services, hereunder, in accordance with internationally accepted accounting principles and in such form and detail

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as will clearly identify all relevant time charges and cost, and the bases thereof (including such bases as may be specifically referred to in the SC); (ii) shall permit the Client or its designated representative periodically, and up to one year from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client.

3.6 **Consultants' Actions Requiring Client's Prior Approval**

The Consultants shall obtain the Client's prior approval in writing before taking any of the following actions:

(a) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-consultant and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Consultants shall remain fully liable for the performance of the Services by the Sub- consultant and its Personnel pursuant to this Contract; and

(b) appointing such members of the Personnel as are listed in Appendix C ("Consultants' Sub- consultants’ Key Personnel") merely by title but not by name;

(c) any other action that may be specified in the SC.

3.7 **Reporting Obligations**

The Consultants shall submit to the Client the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.

3.8 **Documents Prepared by the Consultants to Be the Property of the Client**

All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultants for the Client under this Contract shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software. Restrictions about the future use of these documents and software, if any, shall be specified in the SC.

3.9 **Equipment and Materials Furnished by the Client**

Equipment and materials made available to the Consultants by the Client, or purchased by the Consultants with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultants shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions. While in possession of such equipment and materials, the Consultants, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

4. **Consultants' Personnel and Sub-consultants**

4.1 **General**

The Consultants shall employ and provide such qualified and experienced Personnel and Sub-consultants as are required to carry out the Services.

4.2 **Description of Personnel**

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(a) The titles, agreed job descriptions, minimum qualification and estimated periods of engagement in the carrying out of the Services of each of the Consultants' Key Personnel are described in Appendix C. If any of the Key Personnel has already been approved by the clients his/her name is listed as well.

(b) If required to comply with the provisions of Clause GCC 3.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix C may be made by the Consultants by written notice to the Client, provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this Contract. Any other such adjustments shall only be made with the Client's written approval.

(c) If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by agreement in writing between the Client and the Consultants, provided that any such increase shall not, except as otherwise agreed, cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this Contract.

4.3 **Approval of Personnel**

The Key Personnel and Sub-consultants listed by title as well as by name in Appendix C are hereby approved by the Client. In respect of other Key Personnel which the Consultants propose to use in the carrying out of the Services, the Consultants shall submit to the client for review and approval a copy of their biographical data. If the Client 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, such Key Personnel shall be deemed to have been approved by the Client.

4.4 **Working Hours, Overtime, Leave, etc**.

(a) Working hours and holidays for Key Personnel are set forth in Appendix C.

(b) The Key Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in Appendix C hereto, and except as specified in such Appendix, the Consultants’ remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is included in the staff-months of service set forth in Appendix C. Any taking of leave by Personnel shall be subject to the prior approval by the Consultants who shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services.

4.5 **Removal and/or Replacement of Personnel**

(a Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Personnel, the Consultants shall forthwith provide as a replacement a person of equivalent or better qualifications.

(b) If the Client (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 Consultants shall, at the Client's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.

(c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, the rate of remuneration applicable to such person as well as any reimbursable expenditures the Consultants

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may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Client. Except as the Client may otherwise agree, (i) the Consultants shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

4.6 **Resident Project Manager**

If required by the SC, the Consultants shall ensure that at all times during the Consultants' performance of the Services a resident project manager, acceptable to the Client, shall take charge of the performance of such Services.

5. **Obligations of the Client**

5.1 **Assistance and Exemptions**

Unless otherwise specified in the SC, the Client shall use its best efforts to ensure that the Government shall:

(a) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

(b) assist the Consultants and the Personnel and any Sub-consultants employed by the Consultants for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law;

(c) provide to the Consultants, Sub-consultants and Personnel any such other assistance as may be specified in the SC.

5.2 **Access to Land**

The Client warrants that the Consultants shall have, free of charge, unimpeded access to all land in the Government's country in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to such land or any property thereon resulting from such access and will indemnify the Consultants and each of the Personnel in respect of liability for any such damage, unless such damage is caused by the default or negligence of the Consultants or any Sub-consultant or the Personnel of either of them.

5.3 **Services, Facilities and Property of the Client**

The Client shall make available to the Consultants and the Personnel, for the purposes of the services and free of any charge, the services, facilities and property described in Appendix D at the times and in the manner specified in said Appendix D, provided that if such services, facilities and property shall not be made available to the Consultants as and when so specified, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultants for the performance of the Services, (ii) the manner in which the Consultants shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultants as a result thereof pursuant to Clause GC 6.1(c) hereinafter.

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5.4 **Payment**

In consideration of the Services performed by the Consultants under this Contract, the Client shall make to the Consultants such payments and in such manner as is provided by Clause GC 6 of this Contract.

6. **Payments to the Consultants**

6.1 **Cost Estimates; Ceiling Amount**

(a) An estimate of the cost of the Services payable in local is set forth in Appendix E.

(b) Except as may be otherwise agreed under Clause GC 2.6 and subject to Clause GC 6.1(c), payments under this Contract shall not exceed the ceilings specified in the SC. The Consultants shall notify the Client as soon as cumulative charges incurred for the Services have reached 80% of either of these ceilings.

(c) Notwithstanding Clause GC 6.1(b) hereof, if pursuant to clauses GC 5.3, 5.4 hereof, the Parties shall agree that additional payments, shall be made to the Consultants in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GC

6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GC 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

6.2 **Remuneration and Reimbursable Expenditures**

(a) Subject to the ceilings specified in Clause GC 6.1(b) hereof, the Client shall pay to the Consultants (i) remuneration as set forth in Clause GC 6.2(b), and (ii) reimbursable expenditures as set forth in Clause GC 6.2(c). If specified in the SC, said remuneration shall be subject to price adjustment as specified in the SC.

(b) Remuneration for the Personnel shall be determined on the basis of time actually spent by such Personnel in the performance of the Services after the date determined in accordance with Clause GC 2.3 and Clause SC 2.3 (or such other date as the Parties shall agree in writing) at the rates referred to, and subject to such additional provisions as are set forth, in the SC.

(c) Reimbursable expenditures actually and reasonably incurred by the Consultants in the performance of the Services, as specified in Clause SC 6.2(c).

6.3 **Currency of Payment**

All payments (Remuneration and Reimbursable ) shall be made in Indian Rupees

6.4 **Mode of Billing and Payment**

Billing and pay­ments in respect of the Services shall be made as follows:

(a) The Client shall cause to be paid to the Consultants an advance payment as specified in the SC, and as otherwise set forth below. The advance payment will be due after provision by the Consultants to the Client of a bank guarantee by a bank acceptable to the Client in an amount specified in the SC, such bank guarantee (i) to remain effective until the advance payment has been fully set off as provided in the SC, and (ii) to be in the form set forth in Appendix F hereto or in such other form as the Client shall have approved in writing.

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(b) As soon as practicable and not later than fifteen (15 days) after the end of each calendar month during the period of the Services, the Consultants shall submit to the Client, in duplicate, itemized statements, accompanied by copies of receipted invoices, vouchers and other appropriate supporting materials (wherever the reimbursable expenditure is as per actual), of the amounts payable pursuant to Clauses GC 6.3 and 6.4 for such month. Each monthly statement shall distinguish that portion of the total eligible costs which pertains to remuneration from that portion which pertains to reimbursable expenditures.

(c) The Client shall cause the payment of the Consultants within sixty (60) days after the receipt by the Client of bills with supporting documents (if required). Only such portion of a monthly statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultants, the Client may add or subtract the difference from any subsequent payments. Interest at the rate specified in the SC shall become payable as from the above due date on any amount due by, but not paid on, such due date.

(d) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultants and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final statement shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the Client unless the Client, within such ninety (90)-day period, gives written notice to the Consultants specifying in detail deficiencies in the Services, the final report or final statement. The Consultants shall thereupon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated. Any amount which the Client has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Consultants to the Client within thirty (30) days after receipt by the Consultants of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with the above.

(e) All payments under this Contract shall be made to the account of the Consultants specified in the

SC.

7. **Settlement of Disputes**

7.1 **Amicable Settlement**

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.

7.2 **Dispute Settlement**

Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

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**III. SPECIAL CONDITIONS OF CONTRACT**

Number of

GC Clause

**A. Amendments of, and Supplements to, Clauses in the General Conditions of Contract**

[1.1 (h) The Member in Charge is …………………………………………….] [1.4.1 The addresses are:

Client:

Attention : ……………………. Cable address :

Telex : Facsimile : E-mail : ……………………..

Consultants:

Attention :---------------------- Cable address : Telex : Facsimile : E-mail : ………………………..

*[Note1: Fill in the Blanks]*

[1.4.2 Notice will be deemed to be effective as follows:

(a) in the case of personal delivery or registered mail, on delivery;

(b) in the case of telexes, 24 hours following confirmed transmission;

(c) in the case of telegrams, 24 hours following confirmed transmission; and

(d) in the case of facsimiles, 24 hours following confirmed transmission.]

[1.6 The Authorized Representatives are: For the Client:

For the Consultants:

*[Note: Fill in the Blanks]*

[1.7.1 The consultants, Sub-consultants and the Personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.]

1 *All notes should be deleted in the final text*

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[1.7.2 However, the Consultancy Services tax payable for providing this Consultancy Services shall be paid/reimbursed by the Client separately.]

[2.1 The effectiveness of contract shall be on the date……………………………….:]

[2.2 The time period shall be …….days *[Note: Fill in 30 days or any other appropriate]*or such other time period as the Parties may agree in writing.]

[2.3 The time period shall be *[Note: Fill in the time period, e.g., 24 months]* or such other time period as the parties may agree in writing.]

[3.4 The risks and the coverages shall be as follows:

(a) Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1988 in respect of motor vehicles operated in India by the Consultants or their Personnel or any Sub-consultants or their Personnel for the period of consultancy.

(b) Third Party liability insurance with a minimum coverage, of Rs. .............. for the period of consultancy.

(c) Professional liability insurance, with a minimum coverage equal to estimated remuneration and reimbursable.

(d) Client’s liability and workers' compensation insurance in respect of the Personnel of the Consultants and of any Sub-consultant, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and

(e) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultants' property used in the performance of the Services, and (iii) any documents prepared by the Consultants in the performance of the Services.]

*[Note: Fill in the blanks and delete what is not applicable.]*

[3.6(c) The other actions are:

*Note: If there are no other actions, delete this Clause SC 3.7 from the SC. If the Services consist of civil works, the following should be added here:*

"(i) taking any action under a civil works contract designating the Consultants as "Engineer", for which action, pursuant to such civil works contract, the written approval of the Client as "Employer" is required".]

[3.8 The Consultants shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client.]

[4.6 *Note: If there is a resident project manager, state here:* "The person designated as resident project manager in Appendix C shall serve in that capacity, as specified in Clause GC 4.6." *If there is no such manager, delete this Clause SC 4.6 from the SC.*]

[5.1 *Note: List here any changes or additions to Clause GC 5.1. If there are no such changes or additions, delete this Clause SC 5.1 from the SC.*]

[6.1(b) The ceiling amount of contract is: \_Rs. ]

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[6.2(a) *Note: In order to adjust the remuneration for inflation, a price escalation provision should be included here if the contract has a duration of more than 18 months or if the inflation is expected to exceed 5% per annum. The escalation should be made every 12 months after the date of the contract for remuneration. A sample provision is provided below for guidance*:

“Payments for remuneration made in accordance with Clause GC 6.2(a) shall be adjusted as follows:

Remuneration paid pursuant to the rates set forth in Appendix E shall be increased every twelve (12) months (and, for the first time, with effect for the remuneration earned in the .13th calendar month after the date of the Contract) by applying a factor of 6%1 per annum.

[6.2(b) (1) It is understood (i) that the remuneration rates shall cover such salaries and allowances as the Consultants shall have agreed to pay to the Personnel as well as factors for social charges, overhead, and Consultants’ fee, (ii) that bonuses or other means of profit-sharing shall not be allowed as an element of overhead, and (iii) that any rates specified for persons not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Client, once the applicable salaries and allowances are known.

(2) Remuneration for periods of less than one month shall be calculated on a calendar-day basis for time spent and attributable to the assignment (one day being equivalent to 1/30th of a month).

(3) The rates for Personnel are set forth in Appendix E]. [6.2(c) The reimbursable expenditures shall be the following:

(1) an allowance (to cover boarding and/or lodging) for each of the personnel who have to work outside their normal duty station, at the rates specified in Appendix E;

(2) the cost of the following locally procured items : local transportation, office accommodations, camp facilities, camp services, subcontracted services, soil testing, equipment rentals, supplies, utilities and communication charges, all if and to the extent required for the purpose of the Services, at rates specified in Appendix E;

(3) the cost of equipment, materials and supplies to be procured as specified in Appendix E;

(4) the cost of any subcontract required for the Services and approved in writing by the Client;

(5) any such additional payments for properly procured items as the Parties may have agreed upon pursuant to the provisions of Clause GC 6.1(c); and

(6) the cost of such further items as may be required by the Consultants for the purpose of the

Services, as agreed in writing by the Client.

[*Note : Items that are not applicable should be deleted; others may be added.*]

[6.4(a) The following provisions shall apply to the advance payment and the advance payment guarantee:

(1) An advance payment of Rs. shall be made within 15 days after receipt of advance payment guarantee. The advance payment will be set off by the Client in equal installments against the statements for the first months of the Service until the advance payment has been fully set off.

1 Modify appropriately keeping in view the inflation rate and the general salary increases for the year.

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(2) The bank guarantee shall be for an amount of Rs……….

[6.4(c) The interest rate is Rs.5%1 per annum] [6.4(e) The account is:--------------------------]

*[Note: Fill in the blanks]*

7.2 Disputes shall be settled by arbitration in accordance with the following provisions :

7.2.1 Selection of Arbitrators

Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three arbitrators, in accordance with the following provisions:

(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to the President, Institution of Engineers India\*, New Delhi, for a list of not fewer than five nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, the President, Institution of Engineers India\*, New Delhi, shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.

(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultants shall each appoint one arbitrator, and these Three arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the Three arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by Secretary, the Indian Council of Arbitration, New Delhi.

(c) If, in a dispute subject to Clause SC 7.2.1 (b), one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the Secretary, Indian Council of Arbitration, New Delhi, to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.

7.2.2 **Rules of Procedure**

Arbitration proceedings shall be conducted in accordance with procedure of the Arbitration & Conciliation Act 1996, of India

7.2.3 **Substitute Arbitrators**

If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.

1 Modify appropriately.

\* Insert President Indian Roads Congress (for roads and bridge works) or any other appropriate Institution

(for other type of consultancies)

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7.2.4 **Qualifications of Arbitrators**

The sole arbitrator or the third arbitrator appointed pursuant to paragraphs (a) through (c) of Clause

7.2.1 hereof shall be a nationally recognized legal or technical expert with extensive experience in relation to the matter in dispute.

7.2.5 **Miscellaneous**

In any arbitration proceeding hereunder:

(a) proceedings shall, unless otherwise agreed by the Parties, be held in shivamogga.

(b) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

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**IV. APPENDICES**

**Appendix A: Description of the Services**

**Providing Architectural and Technical Consultancy services to the various construction works of Tumkur University, Tumkur** **for Three Years**

**Appendix B: Reporting Requirements**

**Appendix C: Key Personnel and Sub-consultants**

**Appendix D: Services and facilities to be provided by the Client**

**Appendix E: Cost Estimates in Indian Rupees**

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**Appendix F: Form of Bank Guarantee for Advance Payments**

(Reference SC Clause 6.4 (a) of Contract)

(To be stamped in accordance with Applicable Stamp Act, if any)

Ref:

Bank Guarantee: Date:

Dear Sir,

In consideration of M/s. (hereinafter referred as the “Client”, which expression shall, unless repugnant to the context or meaning thereof include it successors, administrators and assigns) having awarded to M/s.

(hereinafter referred to as the “Consultant” which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a contract by issue of client’s Contract Agreement No. dated and the same having been unequivocally accepted by the Consultant, resulting in a Contract valued at for Contract (hereinafter called the “Contract”)

(scope of work)

and the Client having agreed to make an advance payment to the Consultant for performance of the above Contract amounting to

(in words and figures) as an advance against Bank Guarantee to be furnished by the Consultant.

We (Name of the Bank) having its Head Office at (hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators executors and assigns) do hereby guarantee and undertake to pay the client immediately on demand any or, all monies payable by the Consultant to the extent of as aforesaid at any time upto @ without any demur, reservation, contest, recourse or protest and/or without any reference to the consultant. Any such demand made by the client on the Bank shall be conclusive and binding notwithstanding any difference between the Client and the Consultant or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. we agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Client discharges this guarantee.

The Client shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary the advance or to extend the time for performance of the contract by the Consultant. The Client shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Client and to exercise the same at any time in any manner, and either to enforce or to forebear to enforce any covenants, contained or implied, in the Contract between the Client and the Consultant any other course or remedy or security available to the Client. The bank shall not be relieved of its obligations under these presents by any exercise by the Client of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Client or any other indulgence shown by the Client or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Client at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Consultant and notwithstanding any security or other guarantee that the Client may have in relation to the Consultant’s liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is limited to and it shall remain in

force upto and including

and shall be extended from time to time for such period (not exceeding

one year), as may be desired by M/s. on whose behalf this guarantee has been given.

Dated this day of 19 at

WITNESS

(signature) (signature)

(Name) (Name)

(Official Address) Designation (with Bank stamp)

Attorney as per Power of

Attorney No. Dated

*Note : The bank guarantee shall be issued either by a bank (Nationalized/Scheduled) located in India*

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