



जम्मू केंद्रीय विश्वविद्यालय

Central University of Jammu

राया-सूचानी (बागला), जिला सांबा-181143, जम्मू (जम्मू एवं कश्मीर)
Rahya-Suchani (Bagla), District: Samba – 181143, Jammu (J&K)

Notice Inviting Expression of Interest

FOR

PROVIDING ARCHITECTURAL CONSULTANCY INCLUDING PLANNING, DESIGNING, ARCHITECTURAL, STRUCTURAL AND ENGINEERING SERVICES FOR THE CONSTRUCTION OF KALAM CENTER FOR SCIENCE AND TECHNOLOGY IN CENTRAL UNIVERSITY OF JAMMU RAHYAA SUCHNAI DISTT. SAMBA

NIT- 14/2021-22

Section	Description	Page No.
Section 1	List of Dates, Press Notice & Notice Inviting Expression of Interest.	3-8
Section 2	Instruction to Bidders (ITB) & Appendix to ITB	9-20
Section 3	<u>Declaration,</u> No Deviation Certificate, BIDDER'S DETAILS ,Prequalification Criteria	21-24
Section 4	Price bid.	25

SECTION 1

LIST OF IMPORTANT DATES

PRESS NOTICE

NOTICE INVITING EXPRESSION OF INTEREST

NIT No. :- 14 / 2021-22

Name of work: - Providing Architectural Consultancy including Planning, Designing, Architectural, Structural and Engineering Services for the construction of KALAM CENTER FOR SCIENCE AND TECHNOLOGY funded by DRDO in the university campus at Rahya-Suchani, Distt.- Samba - 181143".

1. Date of Issue of Notice Inviting Bid	11 -02-2022
2. Period of downloading Tender Documents :-	11-02-2022 upto 15:00 Hrs To 25-02-2022 upto 12:00 Hrs
	Places(s) https://cujammu.euniwizarde.com
3. Time, date and Place of pre-bid Meeting	17-02-2022 at 15:00 Hrs
	Place : Office of the Executive Engineer , Central University of Jammu
4. Deadline for Receiving Bids	25-02-2022at 12:00 Hrs
5. Time and date for opening Technical Bid/Bids	25-02-2022at 15:00 Hrs
6. Time and Date of opening Financial Bid	To be notified after bid evaluation is completed
7. Place of opening Bids	Place Office of the Executive Engineer , Central University of Jammu
8. Period of Bid validity	120 days
9. Officer Inviting Bids	Executive Engineer, Central University of Jammu. Rahya-Suchani (Village – Bagla), Distt. Samba (J&K)-181143

OFFICE OF THE EXECUTIVE ENGINEER,

CENTRAL UNIVERSITY OF JAMMU

NOTICE INVITING EXPRESSION OF INTEREST

e- NIT No.:- 14 /2021-22

Executive Engineer, Central University of Jammu (CUJ) for and on behalf of the Vice Chancellor, Central University of Jammu, invites e-tenders on **Percentage (%age) basis** from approved and eligible Architects/Consultants registered with Certificate of Registration of the Consultant/ Consultancy firm with the Council of Architecture (COA) for the following work :-

S.No	Name of Work	Name of Division	Estimated Cost of Construction of KCST(Rs.)	Schedule Time and date of opening of tender
1	2	3	4	5
1.	Providing Architectural Consultancy including Planning, Designing, Architectural, Structural and Engineering Services for the construction of KALAM CENTER FOR SCIENCE AND TECHNOLOGY funded by DRDO in the university campus at Rahya-Suchani, Distt.- Samba - 181143".	Engineering Wing, Central University of Jammu	683 LAKHS/-	25/02/2022 at 15:00

1. The Bidding documents can be downloaded from the website <https://cujammu.euniwizarde.com> from 11-02-2021 (15:00 Hrs) to 25-02-2022(12:00Hrs)
 - a. The Bids shall be deposited in electronic format on the website <https://cujammu.euniwizarde.com> from 11-02-2022 (15:00 Hrs) to 25-02-2022(12:00Hrs). The bids received will be opened at 15:00 Hrs on **25/02/2022** on line.

- b. The complete bidding process will be on line.
 - c. A Pre-bid meeting will be held on **17/02/2022 at 15:00 Hrs** in the office of the Executive Engineer, Central University of Jammu to clarify the issues and to answer question on any matter that may be raised at that stage as stated in Clause 8 of Instruction to Bidders (ITB) of the Bidding documents
 - d. Technical bids of bidders shall be opened on line in the office of Executive Engineer, Central University of Jammu on or after **25-02-2022 at 15:00 Hrs**
2. Bid document can be seen at and downloaded from the website <https://cujammu.euniwizarde.com/> Bid document contain information of qualifying criteria for bidder, specifications, bill of quantities, conditions and other details.
3. The site for the work is available.

**Executive Engineer,
Central University of Jammu
Rahya- Suchani (Village – Bagla),
Distt. Samba (J&K)-181143**

OFFICE OF THE EXECUTIVE ENGINEER,

CENTRAL UNIVERSITY OF JAMMU

NOTICE INVITING EXPRESSION OF INTEREST

e- NIT No.:- 14 /2021-22

Executive Engineer, Central University of Jammu (CUJ) for and on behalf of the Vice Chancellor, Central University of Jammu, invites e-tenders on Percentage (% age) basis from approved and eligible Architects/Consultants registered with Certificate of Registration of the Consultant/ Consultancy firm with the Council of Architecture (COA) for the following work:-

S.No	Name of Work	Name of Division	Estimated Cost of Construction of KCST(Rs.)	Schedule Time and date of opening of tender
1	2	3	4	5
1.	Providing Architectural Consultancy including Planning, Designing Architectural, Structural and Engineering Services for the construction of KALAM CENTER FOR SCIENCE AND TECHNOLOGY funded by DRDO in the university campus at Rahya-Suchani, Distt.- Samba - 181143".	Engineering Wing, Central University of Jammu	683 lakhs	25-02-2022 15:00 Hrs

1. The Bidding documents can be downloaded from the website <https://cujammu.euniwizarde.com> from - **11-02-2022 (15:00 Hrs) to 25-02-2022 (12:00Hrs)**
- 2.

- a. The Bids shall be deposited in electronic format on the website <https://cujammu.euniwizarde.com> from 11-02-2022 (15:00 Hrs) to **25-02-2022**(12:00Hrs). The bids received will be opened at 15:00 Hrs on **25/02/2022** on line.
- b. The complete bidding process will be on line.
- c. A Pre-bid meeting will be held on **17/02/2022 at 15:00 Hrs** in the office of the Executive Engineer, Central University of Jammu to clarify the issues and to answer question on any matter that may be raised at that stage as stated in Clause 9 of Instruction to Bidders (ITB) of the Bidding documents
- d. Technical bids of bidders shall be opened on line in the office of Executive Engineer, Central University of Jammu on or after 25-02-2022 **at 15:00 Hrs**
3. Bid document can be seen at and downloaded from the website <https://cujammu.euniwizarde.com/> Bid document contain information of qualifying criteria for bidder, specifications, bill of quantities, conditions and other details.
4. In case it is observed that the bidder has uploaded fake documents, Bid security declaration clause would be invoked and his case will be recommend for debarment in further tendering for one year.
5. The site for the work is available.
6. Bids must be accompanied by Earnest money as per clause 3.2C of Instructions to Bidders.
 - i. Financial Bids will be opened in the Committee room, Central University of Jammu. If the office happens to be closed on the date of opening of the bids as specified, these will be opened on the next working day or any subsequent date at the same time and venue.
 - ii. Financial bid will be downloaded and opened only after technical evaluation is complete and financial bids of only those bidders will be opened who are technically substantially responsive.
7. The bid for the consultancy services shall remain open for acceptance for a period of **120 days** from the date of opening of bids. If any bidder/tender withdraws his bid/tender before the said period or makes any modifications in the terms and conditions of the bid, his Bid security declaration would be invoked.
8. No Engineer of Gazetted rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the State Government/University is allowed to work as a Consultant for a period of two years after his retirement from Government service, without permission of the Government. This contract is liable to be cancelled if either the Consultant or any of his employees is found any time to be such a person who had not obtained the permission of the Government as aforesaid before submission of the tender or engagement in the Consultancy Service.
9. Other details can be seen in the bidding documents.
10. **INSTRUCTIONS TO BIDDERS FOR E-TENDER:**

Special Instructions for e-Tender. Submission of online Bids is mandatory for this Tender. For conducting electronic tendering, CUJ is using the portal <https://cujammu.euniwizarde.com> of M/s ITI Ltd, a Government of India Undertaking.

i. Tender Bidding Methodology:

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

Digital Certificate:

It is mandatory for all the bidders to have class-III Digital Signature Certificate – Signing + Encryption (in the name of person who will sign the Bid) from any of the licensed Certifying Agency (Bidders can see the list of licensed CA's from the link www.cca.gov.in) to participate in e-tendering.

ii. Registration:

To participate in the e-tendering submission, it is mandatory for applicants to get registered their firm/company in e-tendering portal of ITI. <https://cujammu.euniwizarde.com> to have user ID & password from M/s ITI Ltd., The Annual registration charges for vendors/suppliers are Rs.2000/+18%GOODS AND SERVICE TAX-per annum (Pay Online). The procedure for the registration is as under:

1) Go to the website <https://cujammu.euniwizarde.com> In the home page, click on “Registration”

2) In the Vendor Registration form, vendor has to fill up the all mandatory applicant details. After submission of registration form, you will get the verification link on your registered mail id, after verification you log in your account with your user id and password and complete the all activity related to registration etc. Document uploading, paid registration fee, after completion of registration payment, you need to send your acknowledgement copy on our held desk mail id helpdeskeuniwizarde@gmail.com | ewizardhelpdesk@gmail.com for activation of your account.

iii. SEARCHING FOR ONLINE TENDER DOCUMENTS

There are various search options built in the e-tender Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Item/work id, Title, Date, etc.

Once the bidders had selected the tenders in which they are interested, bidder can pay the processing fee **Rs. 1000 + 18% GOODS AND SERVICE TAX (NOT REFUNDABLE)** by Net-banking / Debit / Credit card then you may download the required documents / tender schedules, Bid documents etc. Once you pay both fees, tenders will be moved to the respective “Register” Tab. This would enable the e-tender Portal to intimate the bidders through e-mail in case there is any corrigendum issued to the tender document.

Please feel free to contact ITI Helpdesk (as given below) for any query related to e-tendering.

1. Helpdesk landline No: 011-49606060
2. Mr. Anand Singh +919650970101
3. Mr. Akshay Kumar +919355030623

SECTION 2: INSTRUCTIONS TO BIDDERS (ITB)

The Central University of Jammu (CUJ) invites Expression of Interest (EOI) from registered Architects/Architect Firms for “Providing Architectural Consultancy including Planning, Designing, Architectural, Structural and Engineering Services for the construction of KALAM CENTER FOR SCIENCE AND TECHNOLOGY funded by DRDO in the university campus at Rahya-Suchani, Distt.- Samba - 181143”.

1) Introduction:

The CUJ intends to engage an Architect consultant for the construction of new project and thus invites offers from established Architects/Architect Firms for “Providing Architectural Consultancy including Planning, Designing, Architectural, Structural and Engineering Services for the construction of KALAM CENTER FOR SCIENCE AND TECHNOLOGY funded by DRDO in the university campus at Rahya-Suchani, Distt.- Samba - 181143”.

2) Scope of work:

- A. Construction of “KALAM CENTER FOR SCIENCE AND TECHNOLOGY” in University Campus at Bagla, Distt. Samba (J&K). Approx. cost = Rs. 6.83 Cr.
- B. The Consultant shall provide the services in respect of the following works for the proposed building(s) :
 - i. Site evaluation and analysis in the context of local terrain, soil, slope and topographical condition.
 - ii. Provide Conceptual Design/drawings.
 - iii. Providing Architectural drawings including plans, elevations, sections, working/good for construction drawings.
 - iv. Schematic layout of Exterior & Interior of the building.
 - v. Structural design.
 - vi. Preparation of detailed estimate and Bill of Quantities (BOQ).
 - vii. Assisting CUJ in the preparation of complete tender document along with details of specifications for the purpose of inviting tenders and in the evaluation of the bids received.
 - viii. Provide detailed drawings for Mechanical, Electrical, Plumbing, Sanitation, Sewerage, Heating, Ventilation and Air-Conditioning (HVAC), Communication, Fire fighting & safety, Security Systems, Lifts, Waste Management system, Building Management System and other details as required.

- ix. Acoustical work.
- x. Development of land including Landscape, Horticulture & Arboriculture works
- xi. To get the structural drawings vetted from Design, Inspection & Quality Control, J&K (DIQC) or Govt. College of Engineering & Technology, Jammu (GCET), IIT Jammu or any other institute as directed by CUJ and **the fee for the same shall be deemed to be inclusive** in the consultant's fee.
- xii. Paying periodic site visits during execution of work as per the requirement and /or demand of CUJ.

3) Bid Offer :

The offer should be submitted through e-tendering mode in the website <https://cujammu.euniwizarde.com> containing two e-bid viz. Technical and Financial Bid. The Bids will be uploaded along with all signed and scanned documents those are required for the tender. The Technical Bid shall consist of compliance to eligibility requirements and compliance to all terms and conditions as mentioned at Clause 3.1 & 3.2 below. The Financial Bid shall contain the financial quote in the prescribed format (Annexure V).

3.1 Pre-qualification Criteria for opening of Technical Bid:

- A. To qualify for award of the contract, each bidder should have completed during last five years FY: 2016-17, 2017-18, 2018-19, 2019-20, 2020-21 upto 31/03/2021:
 - a) One assignment of similar nature of work costing more than or equal to 5.47 Cr. or
 - b) Two assignments of similar nature of work each costing more than or equal to 3.42 Cr. or
 - c) Three assignments of similar nature of work each costing more than or equal to 2.74 Cr.

Similar nature of Work is the work as defined in the Clause 2 (B) above.

3.2 Documents (self attested) to be enclosed with technical Bid:

- a) Certificate of Registration of the Consultant/ Consultancy firm with the Council of Architecture (COA)
- b) PAN Card/TAN/GOODS AND SERVICE TAXIN.
- c) EMD of Rs. 28,000/- (Rs. Twenty Eight Thousand Only) in shape of FDR/DD/TDR /online payment in favour of I/C Finance officer, Central University of Jammu. The copy of FDR/DD/TDR to be uploaded online.

- d) Allotment letters of Govt. departments/institutions/PSUs/Reputed Private Business houses for each work in support of the Pre-qualification criteria.
- e) Work Completion certificate issued by an officer of the rank of XEN or equivalent (Project Head) for each work in support of the Pre-qualification criteria.
- f) Duly filled and signed with seal annexure I, II, III, IV & V and uploaded online.

3.3 The financial bids of technically qualified bidders only shall be opened online.

4) CONSULTANT SERVICES :

4.1 Details of Services

- 4.1.1 To provide conceptual drawings and rough cost estimate.
- 4.1.2 Consult with the CUJ to ascertain their comments and shall finalise the drawings accordingly meeting the guidelines set by Government of India.
- 4.1.4 a) To co-ordinate with the CUJ to facilitate submission of all services drawings and documents sufficient to call for tenders.

b) To submit to the CUJ a detailed estimate for the Construction Cost of the building(s).
- 4.1.5 To assist CUJ/CPWD/or any other executing agency in the preparation of complete tender document along with details of specifications for the purpose of inviting tenders and in the evaluation of the bids received.
- 4.1.6 To prepare all drawings and assist the Client in filing the required documents for approval of the statutory authorities having Jurisdiction over the project. All plan submission fees and other costs shall be borne by the CUJ.
- 4.1.7 To provide detailed Architectural drawings, duly vetted Structural drawings and working drawings of all other services with specifications as mentioned in the scope of work after discussions with CUJ and to the entire satisfaction of the CUJ.
- 4.1.8 To provide the schematic interior layouts including design and selection of partition systems, ceilings, floorings, furniture, fabrics, fittings, art works, colour schemes, wall & floor coverings and integration of interior with building system etc.
- 4.1.9 To prepare site plan, site development plan and details of landscape including horticulture & arboriculture.
- 4.1.10 Consultant shall at all times have access to the work whether it is in preparation or progress.

- 4.1.11 The Architect shall pay periodic visits to the worksite as per requirement and / or demand of CUJ.
- 4.1.12 On the basis of on-site observations as a Consultant, he shall look into the architectural defects and deficiencies in the work of Consultant. The record of the site meeting will be recorded in Minutes of Meeting and signed by the representatives of CUJ, Consultant, Consultants and others present at site.
- 4.1.13 The Consultant may advise CUJ to reject the work which does not conform to the contract documents/specifications specified. Whenever, in reasonable opinion, he considers it necessary or advisable he will have the authority of special inspection or testing of any work in accordance with the provisions of contract document whether or not such work is fabricated, installed or completed.
- 4.1.14 Consultant shall review shop drawing samples and other submissions of the Consultant for conformance with design concept of the project.
- 4.1.15 Consultant shall issue necessary clarifications, detail drawings, revisions etc. those may be required for smooth progress of work at site.
- 4.1.16 Consultant shall represent CUJ at all the forums where ever required. His out station visit charges shall be borne by CUJ.
- 4.1.17 Consultant is required to make power point presentations and display of drawings at the required forum.
- 4.1.18 To plan, design and suggest methodology for geotechnical Investigation of Project and to provide test borings, test pits, soil bearing values, percolation tests, air and water pollution tests, ground corrosion and resistivity tests and other necessary operation for determining subsoil, air and water condition with appropriate professional interpretation thereof.
- 4.1.19 Consultant cannot further sub-let the allotted job to any other firm/individual/group of individuals.

4.2 ADDITIONAL SERVICES

If any of the following additional services are authorized by the CUJ, they shall be paid for by the CUJ on mutually agreed terms & shall be performed after prior written approval:-

- 4.2.1 Providing service in respect of existing structures or facilities or to make measured drawings thereof, or to verify the accuracy of drawing or other information furnished by the CUJ.
- 4.2.2 Marking major revisions in drawings, specification or other documents when such revisions are inconsistent with written approvals or instructions previously given and are due to causes beyond the control of the Consultant.
- 4.2.3 Making investigations involving detailed appraisals and valuation of existing facilities and surveys and inventories required in connection with construction performed by the CUJ.
- 4.2.4 Providing services of professional consultants for services other than the services detailed herein before.
- 4.2.5 Cost of presentation models, computer simulation, 3D animated videos, BIM etc

4.3 OWNERSHIP OF DRAWINGS

- 4.3.1 Drawings and specifications as instruments of service shall remain the property of the CUJ whether the project for which they are made is executed or not.
- 4.3.2 The Consultant shall not use these designs, drawings, specifications etc. made for the CUJ for any other project and assignment without prior written consent from CUJ.
- 4.3.3 The Consultant will make available six set of Drawings to CUJ in A-2 size including soft copy. It will maintain the records of the Drawings given to CUJ and make it available to CUJ or CUJ's representative as and when required by them. Consultant will also keep a master copy of all the issued drawings.

5) THE CUJ's RESPONSIBILITIES :

- 5.1 The CUJ shall provide the full information regarding requirement for the project.
- 5.2 The CUJ shall designate, when necessary, a representative authorized to act on its behalf with respect to the project. The CUJ or his representative shall examine documents submitted by the Consultant and shall liaise with CUJ's competent authority to avoid unreasonable delay in the progress of the Consultant's work.
- 5.3 The CUJ shall furnish, if required a certified land survey of the site giving, as applicable, grades and lines of streets, alleys, pavements and adjoining property, rights of ways, restrictions, easement , encroachment, zoning , deed restriction easements, boundaries and contours of the site, locations, dimensions and complete data pertaining to existing

building, other improvements and tress; and full information concerning available services and utility lines both public and private, above and below grade, including inverts and depth, if such information is available with CUJ.

5.4 The CUJ shall furnish if available, the structural, mechanical, chemical and other laboratory tests, inspections and reports as required by the laws or the contract Documents.

5.5 The CUJ shall furnish information required by the consultant expeditiously as necessary for the orderly progress of work, if such information is available with CUJ.

6) PAYMENTS TO THE CONSULTANT

6.1 Total Architect fee to be paid to the Consultant shall be quoted as %age of the actual total cost of the project inclusive of all taxes but excluding GOODS AND SERVICE TAX.

The GOODS AND SERVICE TAX shall be paid by CUJ separately over and above the Professional fee as per the norms.

6.1.1 The quoted fee of the Consultant shall remain same throughout the period of engagement

6.2 Payment structure on account of the Consultant’s Basic service shall be as follows :

Description	Fee payable
<p>Stage 1 Upon submission of conceptual/preliminary design/drawings and rough cost estimate based on DSR-2021/PAR2021</p>	<p>10 % of the total fees payable on rough estimate of cost.</p>
<p>Stage 2 On incorporating CUJ suggestions and submitting drawings for approval of CUJ/ statutory authorities, if required.</p>	<p>15 % of the total fees payable on rough estimate of cost less Payment already made for stage 1</p>
<p>Stage 2A Upon CUJ’s approval necessary for commencement of construction</p>	<p>20% of the total fees payable on rough estimate of cost less payment already made upto Stage 2</p>
<p>Stage 2B On submission of vetted structural design/drawings.</p>	<p>25% of the total fees payable on rough estimate of cost less payment already made upto Stage 2A</p>

<p>Stage 2C Upon statutory authority's approval necessary for commencement of construction.</p>	<p>30% of the total fees payable on rough estimate of cost less payment already made upto Stage 2B</p>
<p>Stage 3 Upon preparation of all working drawings(Architectural, structural, MEP) Specifications, schedule of quantities and estimate of cost (BOQ) sufficient to invite tenders.</p>	<p>35% of the total fees payable on preliminary estimated cost less payment already made upto Stage 2C.</p>
<p>Stage 4 On assisting CUJ in preparation of tender document and in the evaluation of bids received and advising CUJ on appointment of Consultants.</p>	<p>50% of the total fees payable on preliminary estimated cost less payment already made upto Stage 3</p>
<p>Stage 5 On submitting detailed working drawings (Good For Construction) and details required for commencement of work at site.</p>	
<p>Stage 5A</p> <ul style="list-style-type: none"> i. Upon submission of detailed Engineering Services drawings including plumbing, sanitation, mechanical, electrical, sewerage, external electrical works, HVAC, lifts, fire-fighting and safety, waste management system, security system, communication & other required details. ii. Upon submission of detailed interior and exterior schematic drawings. iii. Upon submission of Landscaping drawings including detailed soft & hard scaping, horticulture & arboriculture. 	<ul style="list-style-type: none"> i. 55% of the total fees payable on accepted tender cost less payment already made upto Stage 4. ii. 60% of the total fees payable on accepted tender cost less payment already made upto Stage 5A(i). iii. 65% of the total fees payable on accepted tender cost less payment already made upto Stage 5A(ii).
<p>Stage 5 B</p>	

<p>During execution of the work</p> <p>a) On completion of 20% of the work</p> <p>b) On completion of 40% of the work</p> <p>c) On completion of 60% of the work</p> <p>d) On completion of the 80% of work</p> <p>e) On virtual completion of work</p>	<p>70 % of the total fees payable as per accepted tender cost less payments already made upto Stage 5A(iii)</p> <p>75 % of total fees payable as per accepted tender cost less payment already made upto Stage 5B(a)</p> <p>80 % of total fees payable as per accepted tender cost less payment already made upto Stage 5B(b)</p> <p>85 % of total fees payable as per accepted tender cost less payment already made upto Stage 5B(c)</p> <p>90 % of total fees payable as per accepted tender cost less payment already made upto Stage 5B(d)</p>
<p>Stage 6 On submitting work completion report and certifying the as-built and shop drawings submitted by the Consultant.</p>	<p>100 % of the fees payable on actual total cost less payment already made upto Stage 5B(e)</p>

The fee payable to the Architect shall be computed on the actual total cost of work on completion.

The payment due to the Architect at different stages be computed on the following basis:

- 1) At Stage 1 to 2 C : On rough estimate of cost.
- 2) At Stages 3 to 4 : On preliminary estimate of cost.
- 3) At Stage 5 : On accepted tender cost.
- 4) At Stage 6 : On actual total cost.

6.2.1 Consultant payments will be subject to deduction of income tax and other applicable taxes at source as applicable and other statutory provisions.

6.2.2 No deduction shall be made from Architect's fee on account of job penalty, liquidated damages or other sums to be withheld from payments to Consultants.

6.2.3 The CUJ shall be bound to make payment for the services rendered by the consultant. **For the services not required or sought by CUJ from the Consultant, no payment shall be made for the same against the above relevant stages.**

6.2.4 The Retention Money @ 10% of the fee payable shall be retained by CUJ to be returned to the consultant without interest, after successful completion/execution of the assignment for each individual work. Any recoveries towards delay, Liquidated damages and breach of contract conditions shall be affected from the Retention money.

6.2.5 The Architect shall, in consultation with the CUJ, prepare a Time Schedule in respect of various services to be rendered and discharge of CUJ obligations.

7) EFFECTING PAYMENTS TO THE CONSULTANT:

7.1 Progressive, on account payments shall be made by the CUJ to the Consultant strictly as per the payment stages shown in clause 6.2 above.

7.2 The actual cost of the completed/executed work shall include cost of execution of assigned works referred to in the scope of work and also includes the cost of equipment and machinery such as transformer, DG sets, Substation, Lifts, Air conditioning Machines Pumps & Motors, Water and Sewerage Treatment Plant etc., but excluding the cost of land, furniture and fixtures & fittings.

8) EXECUTION OF THE ASSIGNMENT:

8.1 All the stages of the work shall be completed by Consultant and the necessary approval given by the CUJ according to the time schedule mutually agreed upon. The work throughout the stipulated period of contract will be carried out with diligence, time being the essence of contract.

8.2 In the event of the Consultant's firm closing its business or if the performance of the consultant is not found to the satisfaction of the CUJ even after giving sufficient warnings (maximum three) to improve the performance, the CUJ shall have the option to terminate the contract and employ any other agency to complete the balance work at the risk and cost of the consultant. The securities available with CUJ shall stand forfeited in such case.

8.3 The Consultant must have the written permission of CUJ before initiating any stage of his duties.

8.4 The Consultant shall assume full responsibility for the design and specifications for the items described in the scope of work. The CUJ will have full access to the details of the

calculation and the structural design for the purpose of the scrutiny for satisfying themselves as to their correctness. The structural engineers of the Consultant will render all possible help for the above scrutiny.

8.5 Upon the completion of work, the Consultant will prepare and submit six set of Drawings to CUJ in A-2 size including soft copy of the buildings and services.

8.6 The Consultant shall advise CUJ regarding the work under execution during visits to the sites and submit periodic report on observations.

8.7 The Consultant shall not make any deviation, alteration or omission from the approved drawing involving financial implication without prior consent of CUJ.

8.8 The CUJ shall have the liberty to postpone or not to execute any work and the Consultant shall not be entitled to any compensation for non execution of work in it's entirety except the fees which are payable to the Consultant up to stage of services then in progress.

8.9 All the Good for construction drawings (Architectural, Structural, Electrical, Plumbing, Sewerage and Waste Water, HVAC, External Development including drainage) should be available to CUJ before issuing work Order to Successful Consultant.

9) PERFORMANCE SECURITY, LIQUIDATED DAMAGES AND PENALTIES

9.1 Performance Security

9.1.1 The consultant shall furnish the Performance Security @ 3% of the agreement value in the form of bank guarantee, within a period of ten days after issue of Letter of Allotment. This performance security shall be pledged to I/c Finance officer, CUJ.

9.1.2 This Performance Security shall be appropriated against breach of this agreement or for recovery of liquidated damages as specified in clause 9.2 herein, if any, after exhausting the retention money. The balance amount remaining out of the performance security shall be returned to the consultant.

9.2 Liquidated Damages

9.2.1 Liquidated Damages for error/variation

In case any error or variation is detected in the reports submitted by the Consultant and such errors or variation is the result of negligence on the part of Consultant, the consequential damages thereof shall be quantified by the authority in a reasonable manner and recovered

from the Consultant by way of deemed liquidated damages, subject to maximum of 10% of the Agreement value.

9.2.2 Liquidated damages for delay

In case of delay in completion of services, liquidated damages not exceeding an amount equal to 0.50% of the agreement value per week, subject to a maximum of 10% of the agreement value will be imposed and shall be recovered by appropriation from performance security or otherwise. However, in case of delay due to reasons beyond the control of Consultant, suitable extension of time shall be granted.

For continued delay in rendering satisfactory services by the consultant for the reasons attributable to the consultant, the contract shall become liable for termination at the risk & cost of the firm.

9.2.3 Encashment and appropriation of Performance security

The authority shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Consultant in the event of breach of this agreement or for recovery of liquidated damages specified in clause 9.2.

10) A) DISPUTE REDRESSAL SYSTEM

10.1 If any dispute or difference of any kind what-so-ever shall arise in connection with or arising out of this contract or the execution of works or maintenance of the works there under whether before its commencement or during the progress of Works or after the termination/abandonment or breach of the contract, it shall in the first instance be referred for settlement to the competent authority i.e. Vice Chancellor, Central University of Jammu.

The competent authority shall, within a period of forty-five days after being requested in writing by the Consultant to do so, convey his decision to the Consultant in respect of every matter so referred. In case the work is already in progress, the Consultant shall proceed with the execution of the work, including maintenance thereof, pending receipt of the decision of the competent authority as aforesaid, with all due diligence. The decision of the competence authority shall be final & binding on both the parties.

B. PROCEDURE FOR RESOLUTION OF DISPUTES.

10.2 The Competent Authority mentioned in Clause 10.1 shall give a decision in writing within 45 days of receipt of a notification of dispute by adopting any procedure/process as deem fit by such authority. However, the competent authority

can extend the said time limit of 45 days as deem fit in deciding the referred dispute with due intimation to both the parties.

10.3 In the event of any dispute or difference if arises, what so ever will be settled down amicably by negotiations. If any dispute which cannot be resolved by negotiation either party may refer the claims/dispute to be settled through the province of J&K Arbitration & Conciliation Act 1996, through an arbitrator .The Sole Arbitrator shall be any officer of university whose name is approved by Vice Chancellor and decision of such arbitrator shall be binding upon both the parties subject to Jurisdiction of courts within Jammu only.

IN WITNESS WHEREOF, the parties have executed this EOI (execution whereof has been approved by the Competent Authorities on the day, month and year first above mentioned at CUJ, Samba.

10.4 Performance of Consultants under the contract shall continue even after reference to the dispute resolution authority and payments due to the Consultant by the employer shall not be withheld unless they are the subject matter of the referred disputes.

11) GOVERNING LAW

Unless otherwise specified, this EOI shall be governed by the law of Union Govt. of India and jurisdiction of the courts of Jammu only

12) The headings of the articles used in the agreement are inserted for convenience of reference only and shall not affect the interpretation of the respective articles of this agreement.

13.0 TERMINATION OF AGREEMENT:

13.1 Agreement between the Architect and the Client may be terminated by either one giving the other a written notice of not less than 30 (thirty) days, should either fail substantially to perform his part of responsibilities/duties, so long as the failure is not caused by the one initiating the termination.

13.2 When termination of this Agreement is not related or attributable, directly or indirectly to any act, omission, neglect or default on the part of the Architect, the Architect shall be entitled to professional fees for the certified work done up to relevant stage as stipulated under Clause 6.

13.3 In the event of Architect's firm closing its business or the Client having terminated the agreement, the Client shall have the right to employ another Architect to complete the work, by entering into new agreement and clear all payments of the previous architect firm.

Section III

DECLARATION

I / We hereby declare that no case is pending with any Govt. /local administration/ police/ court/enterprise against the bidder/ firm/ company (Agency). Also I /We have not been suspended / blacklisted/debarred by any PSU / Government Department / Financial Institution / Court etc.

(Signature & seal of the bidder)

Place:

Date:

ANNEXURE-II



जम्मू केंद्रीय विश्वविद्यालय

Central University of Jammu

राया-सूचानी (बागला), जिला सांबा-181143, जम्मू (जम्मू एवं कश्मीर)

Rahya-Suchani (Bagla), District: Samba – 181143, Jammu (J&K)

.....

Date:

No Deviation Certificate

**The Executive Engineer,
Central University of Jammu,
Rahya-Suchani (Bagla),
District Samba Jammu - 181143**

Notwithstanding anything mentioned in our bid, we hereby accept all the terms and conditions of this tender. We hereby undertake and confirm that we have understood the terms & conditions properly and shall render our services as per the said tender.

(Signature & seal of the bidder)

BIDDER'S DETAILS

Name of the Consultant/Firm	
Name of Authorized Representative	
Office Mail Address	
Phone/ Landline Nos.	
Mobile Nos.	
Fax No.	
E-Mail Address	
Web Site Address (If Any)	
Bank details for payment through NEFT/RTGS	Name of Bank: Branch: Account No.: IFSC No.: MICR No.:

Note: Submit a canceled cheque for verification of above bank details.

(Signature & seal of the Consultant)

Prequalification Criteria

It is certified that we _____ (Name of the Consultant/Consultancy Firm) have completed the following assignments during last five years F.Y 2016-17, 2017-18,2018-19,2019-20,2020-21. (Please attach relevant proofs in respect of Work awarded, like work order/Work Completion certificates)

S.No	Name of work	Name of client	Amount of the completed work	Amount of fee charged by the Architect/Architect Firm excluding GOODS AND SERVICE TAX/Taxes

(Signature & seal of the Consultant)

Section IV

Name of work: Providing Architectural Consultancy including Planning, Architectural, Structural and Engineering Services for the construction of KALAM CENTER FOR SCIENCE AND TECHNOLOGY funded by DRDO in the university campus at Rahya-Suchani, Distt.-Samba - 181143”.

Note: This is a sample price bid and it is to be filled online.

S.No	Name of work	Consultancy Fee in Percentage (%age) including all taxes but excluding GOODS AND SERVICE TAX. The GOODS AND SERVICE TAX shall be paid separately by the CUJ as per norms.
1.	Providing Architectural Consultancy including Planning, Architectural, Structural and Engineering Services for the construction of KALAM CENTER FOR SCIENCE AND TECHNOLOGY funded by DRDO in the university campus at Rahya-Suchani, Distt.-Samba - 181143”.	In Figure
		In Words

Note: In case of discrepancy in the quoted rate, the rate quoted in words shall be taken as final

(Signature & seal of the Consultant)