

**VEERMATA JIJABAI TECHNOLOGICAL INSTITUTE (VJTI),
MATUNGA, MUMBAI 400019**

OFFICE OF DEAN (Infrastructure & Planning)

Notice No: VJTI/Dean (I &P)/ Multipurpose Complex/ ARCH/2016 / 2768, Dated: 22nd July 2016

INVITATION FOR CONCEPT DESIGN AND SELECTION OF PROSPECTIVE ARCHITECTS FOR CONSTRUCTION OF MULTIPURPOSE COMPLEX ALONG WITH NECESSARY INFRASTRUCTURE FACILITIES FOR VEERMATA JIJABAI TECHNOLOGICAL INSTITUTE (VJTI), MATUNGA, MUMBAI 400019

Name of the Assignment: -Submission of Conceptual Architectural Design for Construction of Multipurpose Complex Along With Necessary Infrastructure Facilities for Veermata Jijabai Technological Institute (VJTI), Matunga, Mumbai 400019

ISSUED TO

Dean (Infrastructure and Planning)

PART – I

GENERAL RULES FOR SELECTION OF ARCHITECTURAL CONSULTANTS

CONTENTS

Sl.No	Details	Page No.
1	Introduction and General Selection Process	3
2	Documents for Participation in the First Stage Selection	3
3	Mode of Submission	4
4	Schedule of Activities:	4
5	Design Evaluation Committee:	4
6	Site Location and present status of the site	5,6
7	Total construction area and the units to be included	5

1) INTRODUCTION AND GENERAL SELECTION PROCESS

1.1 INVITATION:

1.1.1) Dean I & P, on behalf of Director Veermata Jijabai Technological Institute (VJTI), has decided to select an Architectural Consultant for the subject work by inviting Concept Design Proposals from the registered architects for the subject work.

The scope consists of Conceptual Architectural designs for Construction of Multipurpose Complex Along With Necessary Infrastructure Facilities for Veermata Jijabai Technological Institute (VJTI), Matunga, Mumbai 400019

1.2 OBJECTIVE AND SELECTION:

1.2.1) The objective of the first stage of Selection process is to obtain most acceptable architectural concept designs for the work. The selected architects shall be invited to submit financial bid for Appointment of Architect for the work. The final selected architect shall enter into agreement with VJTI for comprehensive architectural design for the subject works.

1.2.2) The selection shall generally be in accordance with the guidelines mentioned herein below.

Selection is in two stages: **First Stage** as per Part I: **To obtain most acceptable architectural concept designs for the work from registered architects**

Second Stage as Part II and Part III: **Technical Proposal and Financial Bid Proposal**: Only from the selected architects from First Stage, Part I

2. DOCUMENTS FOR PARTICIPATION IN THE FIRST STAGE SELECTION:

2.1 At least following documents are to be submitted for selection purpose.

- i) Concept architectural design for the Multipurpose complex presented on A0 size drawing.
- ii) One CD containing presentation of the concept in power point format.
- iii) List of works completed or in hand with the Architectural Consultant.

Please Note: Since all the above submissions have to be anonymous, the architects shall take care not to record their name or emblem or anything that shall reveal identity on the drawings.

2.2 Where to submit the documents:

The drawings and the CD shall be submitted to the **office of the Director, First Floor, Main Building, VJTI, Matunga, Mumbai-400019** on or before the last date indicated for submission.

3 MODE OF SUBMISSION:

The submissions shall be anonymous. Each architect shall be allocated one code number and a name plate by the office of Director and the same shall be pasted on the drawing plates to be submitted and also on the envelope in which the presentation shall be submitted. The format shall be as below:

ARCHITECT'S CODE NO: _____

REF.NO. VJTI/DEAN I&P/ARCH/2016/1 DATE: _____

NAME OF THE ASSIGNMENT: ARCHITECTURAL CONCEPT DESIGN FOR FIRST STAGE SELECTION FOR PROPOSED MULTIPURPOSE COMPLEX AT VJTI.

(This shall be pasted by VJTI on submission in presence of the respective architect and a copy shall be given to him for his information.)

4.0 SCHEDULE OF ACTIVITIES:

Sr. No	Activity	Date
1	Date of Invitation/Display of the invitation document on VJTI website.	22/07/2016
2	Date of site appraisal to the architects / Pre-bid meeting in the office of Dean, Infrastructure & Planning, First Floor, Main Building, Veermata Jijabai Technological Institute (VJTI), Matunga, Mumbai-400019 at 2.00PM	29/07/2016
3	Date of submission and obtaining code numbers in the Office of Director, First Floor, Main Building, Veermata Jijabai Technological Institute (VJTI), Matunga, Mumbai-19 for first stage selection	Upto 22/08/2016 upto 4.00PM
4	Date of presentation and display of drawings, models if any and evaluation	To be conveyed later
5	Publication of the results on web site	To be conveyed later

Note:- Any submissions indicating the name or emblem of the architect or any clue that may reveal his identity on the submission shall be rejected summarily.

5.0 DESIGN EVALUATION COMMITTEE:

The evaluation committee shall have following constitution:

- i. Director, VJTI – Chairman
- ii. Deputy Director – Member
- iii. Two Eminent architects – Member
- iv. One Eminent Engineer – Member
- v. Dean, I & P / Asso. Dean I & P– Member Secretary

6.0 SITE LOCATION AND PRESENT STATUS OF THE SITE:

The site is located near Mechanical Engineering Department, VJTI Campus which is presently occupied by smithy workshop. The details of present occupation are as shown in drawing attached herewith. It is expected to design the new facility with minimum disturbance to the present occupation around the complex and to utilize the space effectively. All the interested architectural firms are requested to visit the site and attend pre-bid meeting for any queries and further details.

7.0 TOTAL CONSTRUCTION AREA AND THE UNITS TO BE INCLUDED

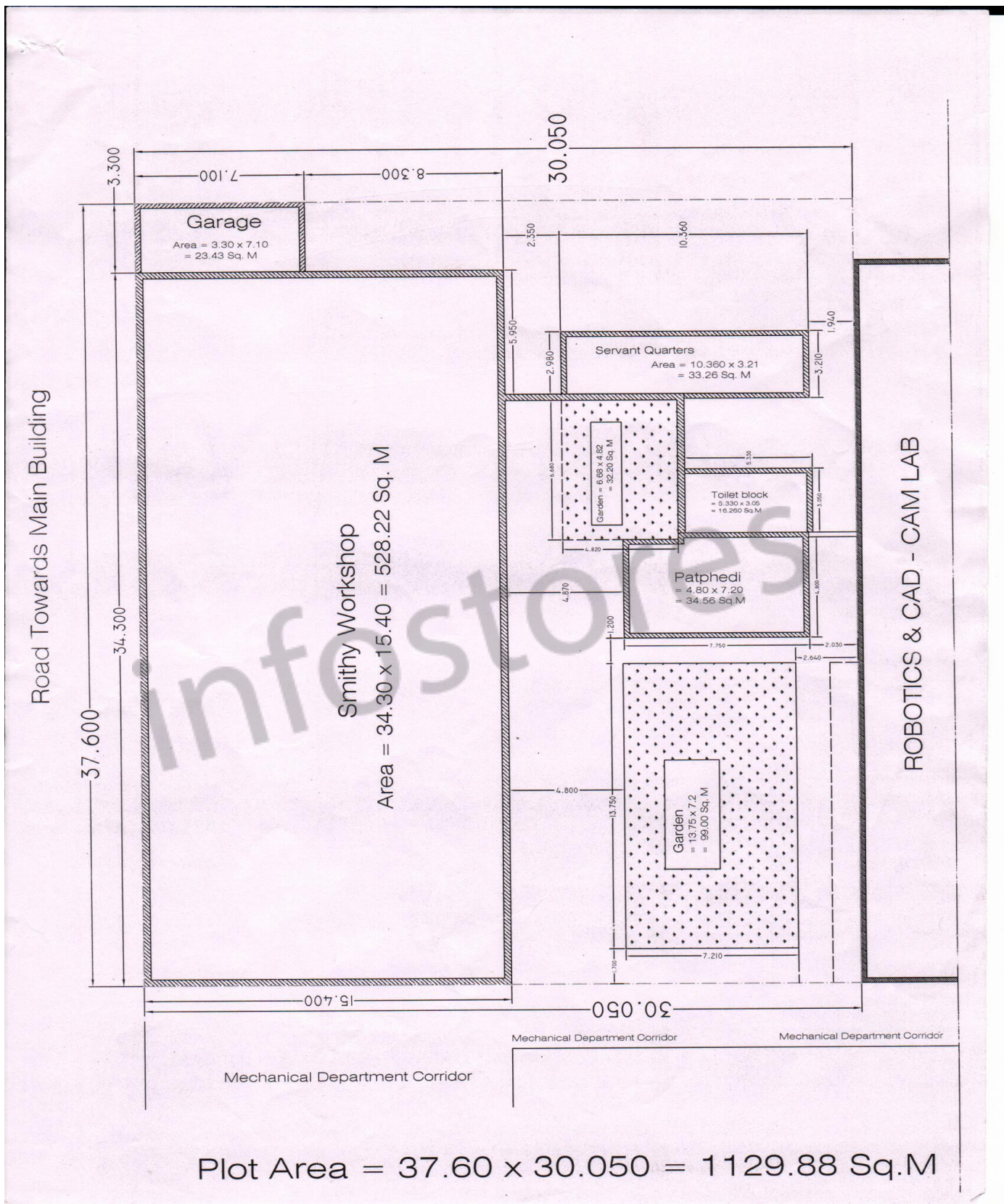
Area to be constructed Approx. **4500 Sq. Meter**, (G+7), built up area

Units to be included:

1. Canteen with sitting capacity of 250 (200 student + 50 staff) including kitchen, storage etc.
2. Bank -100 Sq. meter carpet
3. Central Computing facility (120 computers space) 2 Nos. + (80 Computers space) 2 Nos.
4. Library (storage, reading section & E- resource center)
5. Training and placement office (Officer + 2 clerks, Interview room (5 no), Group Discussion rooms (3 No), Visitor's Lounge, Seminar hall (120 seater) etc.)
6. Incubation and innovation Centre (200 Sq. meter)
7. Seminar hall (Capacity 120) 2 Nos.(minimum) + Seminar hall (Capacity 80) 2 Nos.(minimum), with arrangement of converting into multiple rooms for parallel session, Visitor's lounge
8. Dining area for Seminars and Training Placement office
9. Reprographic facilities Room (66 Sq. Meter)
10. Examination section for Degree (Controllers cabin, office space, computer section, records room and storage) (to cater to No. of degree students: 4000)
11. Examination section for Diploma (Controllers cabin, office space, computer section, records room and storage) (to cater to No. of diploma students: 1500)
12. Language lab (1Nos., 80 seater)
13. Techno hub (1 No.), Entrepreneurship cell (1 No.)
14. Sophisticated instruments labs (2 Nos.), Project labs (2 Nos.), and Interdisciplinary project labs (1 Nos.),
15. Counsellor's Room, First aid room
16. Women development cell,
17. Alumni office(Meeting Room, Office, Sitting Lounge)100 Sq. meter area
18. Provision of necessary lifts and staircases, toilet blocks
19. Provisions for Handicapped persons
20. Arrangement for display near Seminar rooms and Training Placement office

Note: The areas and requirements mentioned above are indicative. The Consultant may change the same as per planning requirements. Architect is expected to provide a design to make optimum use of the space and facilities.

Construction of Multipurpose Complex at VJTI, Matunga, Mumbai 400019
 Appointment of Architect for Construction of Multi-purpose Complex



**VEERMATA JIJABAI TECHNOLOGICAL INSTITUTE (VJTI),
MATUNGA, MUMBAI 400019**

OFFICE OF DEAN (I&P)

Notice No: VJTI/Dean (I &P)/ Multipurpose Complex/ ARCH/2016 / 2768, Dated: 22nd July 2016

**PART – II
TECHNICAL PROPOSAL (Multipurpose complex)**

**For
COMPREHENSIVE ARCHITECTURAL CONSULTANCY SERVICES FOR
CONSTRUCTION OF MULTIPURPOSE COMPLEX ALONG WITH
NECESSARY INFRASTRUCTURE FACILITIES FOR VEERMATA JIJABAI
TECHNOLOGICAL INSTITUTE (VJTI), MATUNGA, MUMBAI 400019**

: CONTENTS:

<u>Sl.No</u>	<u>Details</u>	<u>Page No.</u>
1	Information to Bidders	8-13
2	Form of Consultancy Contract	14-15
3	General Conditions of Contract	16- 21
4	Appendix A : Description of the Services	22- 28
5	Appendix B : Deliverables by the Consultant	29 - 30
6	Appendix C: Form of Guarantee for Performance of Services	31– 32

SECTION – 1: INFORMATION TO BIDDERS

1.1. INTRODUCTION

- 1.1.1 The **VEERMATA JIJABAI TECHNOLOGICAL INSTITUTE (VJTI)** named in the “Data Sheet” will select a firm from among those pre-qualified as per the Expression of Interest criteria and in accordance with the method of selection indicated in the Part - I.
- 1.1.2 Bidders are invited to submit a Technical Proposal & Financial Proposal for consulting services required for the Assignment named in the Data Sheet. The proposal will form the basis for future discussions and ultimately, a contract between the VJTI and the selected firm.
- 1.1.3 The Assignment will be implemented in accordance with the phasing indicated in the Data Sheet. When the Assignment includes several phases, continuation of services for the next phase will be subject to satisfactory performance of the previous phase, as determined by the VJTI.
- 1.1.4 Consultants must familiarize themselves with the local conditions and take these into account in preparing the proposals.
- 1.1.5 The VJTI will provide the inputs specified in the Data Sheet and make available relevant project data, reports, design information etc.
- 1.1.6 Bidders may note that the costs incurred in the preparation of the proposal and subsequent discussions including a visit to the VJTI office or proposed location(s) connected with the assignment, are not reimbursable, and for which the VJTI is not bound to accept any claim.

1.2 CLARIFICATION & AMENDMENT OF OFFER DOCUMENT

- 1.2.1 Bidders may request for clarifications on any of the Documents furnished to them up to the number of days indicated in Data Sheet, before the proposal submission date. Any request for clarification must be sent in writing or by fax or speed post to the VJTI's address indicated in the Data Sheet. The VJTI will respond by email or speed post to such requests and copies of the response (including an explanation of query but without identifying the source of enquiry) will be sent to all invited bidders who intend to submit the proposal.
- 1.2.2 At any time before the submission of proposals, VJTI may, for any reason, whether at its own initiative or in response to clarifications sought by an invited consulting firm, modify the documents, furnished with the offer, by amendment. The amendment will be notified in writing by email, fax or speed post to all invited consulting firms and will be binding on them. The VJTI may at its discretion extend the deadline for the submission of proposals.
- 1.2.3 In the event of any Consultant getting selected for the Consultancy work, the Consultant will have to pay the Performance Security (PS) @5% (Five percentage) of the contract value.

Performance Guarantee: An amount of Rupees (Rupees)
equivalent to 5% of the Offered and accepted value of the contract shall be deposited as Performance Guarantee in the form of an Account Payee Demand draft/Fixed Deposit Receipt from a Scheduled commercial bank, or in the form of a Bank Guarantee in an acceptable form from a Scheduled commercial bank. The performance guarantee shall be refunded to the consultant soon after the completion of the work and recording of the completion certificate.

1.2.4 The amount kept under Performance Security shall not bear interest and the same shall be returned to Consultant after satisfactory completion of the Contract

1.3. PREPARATION OF PROPOSAL

Bidder shall submit a Technical Proposal and a Financial Proposal, written in the language specified in the Data Sheet.

1.3.1 Technical Proposal

1.3.1.1 Consultant is expected to examine all terms and instructions included in the documents furnished with offer. Failure to provide requisite information may result in rejection of Proposal.

- i) The estimated cost of construction or work for which the consultancy assignment is sought as well as the time to complete the assignment is stated in the Data Sheet. Financial Proposal may be in accordance with this. However, the Consultant shall note that financial proposal shall not be linked to the indicated cost of construction or work in any way.
- ii) The key professional staff, listed in the offer, shall be available for the entire duration of the execution of the Assignment. These shall preferably be the permanent employees of the firm.
- iii) Proposed staff must have relevant educational qualification and experience, preferably under conditions similar to those prevailing at the locations of the assignment.
- iv) No alternative to key professional staff may be proposed and only one curriculum vitae (CV) may be submitted for each position. The firm's personnel shall have a good working knowledge of English.

1.3.1.2 Technical Proposal (Part – 3): should provide the following information, but not limited to,

- i) Any comments or suggestions on the scope of work & services, documents and details made available with this offer, as well as on the facilities to be provided by the VJTI.
- ii) A description of the methodology (work place), which the Consultant proposes to employ in performing the Assignment, duly illustrated with bar charts of activities,

Critical Path Method (CPM) or Project Evaluation and Review Technique (PERT) or any other type of graphics.

- iii) Recent Curricula Vitae (C.V.) signed by the proposed key professional staff and countersigned by an authorized officer of the Consultant. Key information should include: years with the firm/entity and degree of responsibility held in various assignments during the last ten years.
- iv) Estimates of the total time effort (person x months) to be provided for the services for each stage or phase of the Assignment, supported by breakdown of effort proposed (person x months) for major items of work & services.
- v) Details of specific experience/ expertise/information asked for in the Data Sheet.
- vi) Confirmation/ submission on salient technical conditions mentioned in Offer Document.
- vii) Quality assurance system/ programme proposed to be employed in design, engineering, procurement, inspection, & management activities.

1.3.1.3 The technical proposal shall not include any financial information.

1.3.2 Financial Proposal

1.3.2.1 In preparing the Financial Proposal, Consultant is expected to take into account, besides technical requirements, commercial conditions specified in the Offer Document. The Financial proposal should follow, but not limited to, Part III Financial Bid

1.3.2.2 The Financial Proposal should be on a % (percentage) on approved estimated cost or actual cost whichever is lower. The amount/ rates quoted in the Proposal shall be both in figures and words. Cost may be expressed in the currency as specified in Summary of Costs (SC).

1.3.2.3 The Financial Proposal, for the assignment and for additional works shall be all inclusive, and should cover, but not be limited to, remuneration for staff (in the field and at headquarters), gratuity, provident fund, travel assistance, out of pocket expense (per diem), overheads, profits, accommodation (housing), transportation (for mobilization and demobilization), communication, equipment (vehicles, office equipment, furniture, consumable etc.), attending meetings and preparing presentation documents and models, printing of documents, surveys, training. The Financial Proposal shall also include the tax liability and cost of insurance of Consultants' firm and his personnel specified in Data Sheet.

1.4. SUBMISSION, RECEIPT & OPENING OF PROPOSALS

1.4.1 The original of the Part I (General rules for Selection), Part II (Technical Bid- Multipurpose Complex) and Part III (Financial Bid – Multipurpose Complex) must be prepared in indelible ink. The proposals should contain no inter-lineation or overwriting except as necessary to correct errors made by the Consultants themselves. Any such corrections must be initialed by the person or persons signing the Proposals.

Construction of Multipurpose Complex at VJTI, Matunga, Mumbai 400019
Appointment of Architect for Construction of Multi-purpose Complex

- 1.4.2 An authorized representative of the firm must initial all pages of the Proposals. The representative's authorization shall be confirmed by a written power of attorney accompanying the Proposals.
- 1.4.3 For each Proposal, the Consultant shall prepare number of copies indicated in the Data Sheet. Each Technical Proposal and Financial proposal should be marked 'Original' and 'Copies' as appropriate. In the event of any discrepancy between the copies of the proposals, the original shall govern.
- 1.4.4 The original proposal and all the copies of the Proposals shall be placed in a sealed outer envelope, which will bear the address and information indicated in the Data Sheet. This outer envelope will include three separate envelopes, clearly marked (a) Part I General rules for Selection (Envelope I) , (b) Technical Bid (Envelope II) and (c) Financial Bid (Envelope III)
(all three envelopes indicating original or copy as appropriate).
- 1.4.5 The completed Proposals in three Parts must be delivered at the submission address on or before the time and date stated in the Data Sheet. Any proposal received after closing time for submission will be returned unopened.
- 1.4.6 The Proposal must be valid for the number of days stated in the Data Sheet from the date of its submission during which you must maintain the availability of the key professional staff proposed for the Assignment. The VJTI will make its best effort to conclude the proposal evaluation process within this period. If required, VJTI may extend the validity period of the proposals.

**DATA SHEET
 (Information to Consultants)**

1. Name of the Employer: Director, VEERMATA JIJABAI TECHNOLOGICAL INSTITUTE (VJTI), MATUNGA, MUMBAI- 400 019.
2. Name of the Assignment: Comprehensive Architectural Consultancy for Construction of a Multipurpose Complex at VJTI, Matunga, Mumbai-400 019
3. The estimated cost of work or construction: **Rs.15 Crores**
4. The Assignment needs to be completed within **23 (Twenty Three) Months** or as may be required to complete the assignment in all respects as required by VJTI. Time schedule for the Assignment is included herewith.

I) Schedule for completion of Major Activities from date of award of Consultancy

Stage	Description of Activity	Period of Activity in Months
A	Preliminary Design Stage: 1. Ascertain the user Requirements, examine site constraints & potential: Prepare a brief for VJTI's approval. 2. Prepare report on site evaluation, analysis and impact of proposed development on its immediate environs. 3. Prepare drawings and documents and furnish report on measures required to be taken to mitigate the adverse impact if any on its environment. 4. Prepare conceptual designs with reference to requirements given and prepare rough estimate of cost on area basis. 5. Preparation of Master Plan of the Project for approval 6. Modify the conceptual designs incorporating the changes necessary and prepare the preliminary drawings, sketches	From 0 to 1 (One Month)
B	Drawings for client's/ statutory approvals Stage: Prepare drawings necessary for Statutory approvals and ensure compliance with codes, standards and legislation, as applicable including Obtaining Tree Clearances, Commencement Certificate from M.C.G.M , NOC from CFO and approval of Designs for any other mandatory approvals	From 1 to 3 (Two months)
C	Working drawings and Tender documents Stage: Detailed Site Survey, Geo Technical Soil Investigation, Detailed Design & Proof checking, Prepare working drawings, Detailed item wise Estimates, Specifications, and schedule of quantities sufficient to prepare detailed cost estimates and tender documents consisting conditions of contract and tender drawings and time schedule. Tender processing consisting Invitation of Tender, Pre qualification of Agencies, sale & Receipt of tenders, Pre-bid meeting and its clarifications, finalization of Tenders and Award of Work and Contract Agreements, including preparation of Comparative	From 4 to 7 (four months)

Construction of Multipurpose Complex at VJTI, Matunga, Mumbai 400019
Appointment of Architect for Construction of Multi-purpose Complex

	statements. Recommendation to VJTI for approval.	
D	<p>Construction Stage</p> <p>1 .Issue of working drawings to the contractor</p> <p>2. Approve samples of various elements and components.</p> <p>3. Check and approve shop drawings submitted by Contractor.</p> <p>4. Visit the site of work at intervals mutually agreed upon, with a minimum frequency of once in a week or more often as per site requirement form time to time, inspect evaluate the construction works and where necessary clarify any decision, offer interpretation of the drawing/specification, attend conferences and meetings ensure the project proceeds generally in accordance with the Conditions of contract.</p>	<p style="text-align: center;">Up to end of Construction period (Proposed period of Construction - Fifteen months)</p>
E	<p>Completion Stage:</p> <p>Prepare and submit completion reports and as built drawings, working manuals of the project as required to the Statutory Authorities wherever required including submission of all documents and obtaining all Statutory approvals for final completion from State/Central Governments and for occupation (as per Detailed scope of work defined in Appendix "A" of Part II Technical Bid)</p>	<p style="text-align: center;">Post Completion- One Month</p>

5. VJTI may appoint a Construction Supervision Agency for execution of construction of Multipurpose Complex. The Architect shall provide necessary cooperation with the Construction Supervision Agency for timely commencement and completion of the project and act as a unit.

6. Consultant shall remain present in Building Construction Committee, Board of Governance meetings and meeting called by Director and Dean(I&P) of VJTI, to be held for planning and monitoring related to the construction of Multipurpose Complex for clarification of any issues related to this project.

7. Tax liability, insurance – description or reference to Documents:

- i) The Consultant and his personnel shall pay the taxes and other impositions levied under existing, amended or enacted laws during the life of the Assignment.
- ii) The Consultant shall cover employer's compensation insurance for his and his sub consultant (if applicable) personnel in accordance with the provisions of relevant applicable laws.

2. FORM OF CONSULTANCY CONTRACT (DRAFT)

THIS CONTRACT (hereinafter called the "Contract") is made the _____ day of the month of _____ Two Thousand ____ between, on the one hand, The President of India (hereinafter called the "VJTI", which expression shall include his successors and permitted assigns) acting through his duly authorized representative, Dean (I&P) VJTI, VEERMATA JIJABAI TECHNOLOGICAL INSTITUTE, Mumbai and, on the other hand, M/s. _____, having its Registered Office at _____(hereinafter called the "Consultant" which expression shall, unless repugnant to the context, be deemed to include its successors and assigns).

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

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

WHEREAS

(A) the VJTI has requested the Consultant to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");

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

NOW THEREFORE the parties hereto agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

Technical Bid: (Multipurpose complex) - consisting

i. the General Conditions of Contract (hereinafter called "GCC");

ii. the following Appendices:

Appendix A : Description of the Services

Appendix B : Deliverables by the Consultant

Appendix C : Guarantee for Performance of Services

Appendix D : Detail scope of work of PWD

Financial Bid: (Multipurpose complex) - Consisting.

a. Schedule of Proposal

b. Mile Stones of Deliverables for Payment.

c. Details of reimbursable expenses

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

- (a) The Consultant shall carry out the Services in accordance with the provisions of the Contract; and
- (b) The VJTI shall make payments to the Consultant 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.

FOR AND ON BEHALF OF VJTI

(Director)

In presence of
Witness:

1.

2.

FOR AND ON BEHALF OF
[CONSULTANT]

(Authorised Representative)

In presence of
Witness:

1.

2.

GENERAL CONDITIONS OF CONSULTANCY CONTRACT

1. GENERAL PROVISION

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

- a) "VJTI" means, VEERMATA JIJABAI TECHNOLOGICAL INSTITUTE, Matunga, Mumbai.
- b) "Consultancy Contract" means the Contract signed by the Parties, to which these Conditions of Consultancy Contract are attached, together with all the documents of such signed Contract.
- c) "Applicable Law" means the laws and any other instruments having the force of law in the India, as they may be issued and in force from time to time. Infrastructure planning department of VJTI authorized by Director to administer this contract, "Engineer-in-charge" means an engineer so appointed by the VJTI for coordinating with agencies connected with project and interacting with consultants.
- d) "Party" means the VJTI or the Consultant(s), as the case may be, and Parties means both of them.
- e) "Services" means the work to be performed by the Consultant pursuant to this Contract.
- f) "Personnel" means persons hired by the Consultant(s) or by any Sub-consultant(s) as employees and assigned to the performance of the Services or any part thereof.
- g) "Site" means the whole of the property belonging to the VJTI on which the Services will need to be performed.
- h) "Month" shall mean a calendar month.

1.2 Law Governing the Contract

This Contract, its meaning and interpretation and the relation between the Parties will be governed by the Applicable Law and the jurisdiction shall be Mumbai.

1.3 Notices

- (a) Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing and shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by speed-post or facsimile to such Party at the address
 - (i) For VJTI: Director, VJTI or a person nominated by him
 - (ii) For ARCHITECTS: -----
 - i) Notice will deem to be effective as follow:
 - ii) in the case of personal delivery or registered mail, on delivery
 - iii) in the case of facsimiles, 24 hours following confirmed transmission.

1.4 Authorised Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the VJTI or the Consultants may be taken or executed by the officials specified as under:

- (a) For the VJTI: Director, VJTI or a person nominated by him
- (b) For the Consultant: -----

1.5 Taxes and Duties

The Consultants shall pay all taxes (other than service tax), 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 fees. Service Tax shall be paid by VJTI as / if applicable.

2. COMMENCEMENT, COMPLETION, MODIFICATION & TERMINATION OF THE CONSULTANCY CONTRACT

2.1 Effectiveness of Contract

This Consultancy Contract shall come into effect on the date the Contract is signed by both Parties.

2.2 Commencement of Services

The Consultant shall begin carrying out the Services at the end of such time period after the Effective Date as **15 days** from the date of award of work.

2.3 Expiration of the Consultancy Contract

Unless terminated earlier pursuant to Clause 2.4 hereof, this Contract shall expire when the Services have been completed in all respect at the end of such time period after the Effective Date, which may be suitably extended upon mutual agreement to complete the Assignment in all respects.

2.4 Termination

2.4.1 By the VJTI

The VJTI may terminate this Consultancy Contract, by not less than thirty (30) days' written notice of termination to the Consultant, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 2.4.1 and sixty (60) days in the case of event referred to in (e) below:

- (a) if the Consultant fails to remedy a failure in the performance of their obligations under the Contract within fifteen (15) days of receipt after being notified or within such further period as the VJTI may have subsequently approved in writing;
- (b) if the Consultant become insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take- advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

- (c) if the Consultant submits to the VJTI a statement which has a material effect on the rights, obligation or interests of the VJTI and which the Consultants know to be false;
- (d) if, as the result of Force Majeure, the Consultant are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (e) if the VJTI, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.4.2 By the Consultant

The Consultant may, by not less than thirty (30) days' written notice to the VJTI, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Clause 2.4.1, terminate this Consultancy Contract:

- (a) if the VJTI fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause 2.4.6 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue;
- (b) if, as a result of Force Majeure, the Consultant are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.4.3 Payment upon Termination

Upon termination of this Contract pursuant to Clauses 2.4.1 or 2.4.2 hereof, the VJTI shall make the following payments to the Consultant (after offsetting against these payments any amount that may be due from the Consultant to the VJTI):

- (a) Remuneration for Services satisfactorily performed prior to the effective date of termination; and

2.4.4 The VJTI shall not be liable to pay any bonus, damage or other claims of the Consultant for the loss of expected profit or interest in uncompleted portions of the work and services.

2.4.5 In the event of termination of Contract, the Consultant shall furnish to the VJTI all the design, drawings, data, documents and details as are existing with him on that date.

2.4.6 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.

2.4.7 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 following provisions: Any dispute or difference at any time arising between the VJTI and the Consultant as to the construction, meaning or effect of the Contract or as to any clause, matter or thing herein contained or as to the rights and liabilities of the parties hereto shall be referred to a Sole Arbitrator to be appointed by the Chairman, Board of Governance, VJTI who will decide the case in accordance with and subject to the provisions of the Indian Arbitration & Reconciliation Act, 1996 or any statutory modifications or re-enactment thereto or thereof for the time being in force and all proceedings in any such Arbitration shall be held in Mumbai.

2.4.8 Fairness & Good Faith

(a) Good Faith

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

(b) Operation of the Contract The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the currency of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause above.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

Standard of Performance

The Consultant 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, The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the VJTI, and shall at all times support and safeguard the VJTI's legitimate interests in any dealings with sub-Consultant or Third Parties.

3.2 Confidentiality

The Consultant, and the Personnel of either of them shall not disclose any information and data furnished to him by VJTI to any third party nor shall disclose any drawings, reports, specification, manuals and other information developed and prepared for VJTI by the Consultant and his Sub-contractors and the Personnel of either of them, without prior written approval of VJTI.

3.3 Consultant's Actions requiring VJTI's prior Approval

The Consultant shall obtain the VJTI's prior approval in writing before 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 VJTI prior to the execution of the subcontract, and (ii) that the Consultant shall remain fully liable for the performance of the Services by the sub-consultant and its Personnel pursuant to this Contract.

3.4 Reporting Obligations

The Consultant shall submit to the VJTI the reports, documents and other deliverable, in the form, in the numbers and within the time periods set forth in the technical conditions.

3.5 Documents prepared by the Consultant to be the Property of the VJTI

- (a) All plans, drawings, specifications, designs, reports and other documents prepared by the Consultant in performing the Services shall become and remain the property of the VJTI, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the VJTI, together with a detailed inventory thereof.
- (b) The Consultant shall also return, along with the detailed inventory thereof, all plans, drawings, specification, reports etc. made available by the VJTI for performing the Services, upon termination or expiration of the Contract.
 - (a) Copyrights and all proprietary rights of all design, drawings, specifications, software, program, reports, formats, manuals, documents etc. developed and prepared by the Consultant for this assignment shall vest with the VJTI and shall not use these for any other purpose/assignment without the written permission of the VJTI. Any deviation to this effect will be dealt with in accordance with law.

3.6 Responsibility for Data & Designs

The final responsibility for the correctness, adequacy and accuracy of the designs, drawings, technical specifications, etc. furnished by the Consultant, shall lie with the Consultant. The Consultant shall ensure that all designs and services rendered by him, under this Agreement, are in compliance with the existing statutory regulations of bodies, Safety Council/any other Safety Authority. Inter-institutional coordination in the design & development of codes/software etc. shall also be the responsibility of the Consultant.

3.7 Liaison Work for getting the statutory clearances like commencement and completion certificate for the work from Statutory Authorities

4. OBLIGATIONS OF VJTI

4.1 Assistance and Exemptions

The VJTI shall use its best efforts to:

- (a) provide the Consultant, Sub-consultant and Personnel with work permits, pertinent data and such other documents as shall be necessary to enable the Consultant, Sub-consultant or Personnel to perform the Services;
- (b) issue to officials, agents and representatives of the VJTI all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;
- (c) give decisions on all matters laid before the VJTI by the Consultant in such a reasonable time as not to delay the work of the Consultant.

4.2 Payment

a) In consideration of the Services performed by the Consultant under this Contract, the VJTI shall make to the Consultant such payments and in such manner as is provided by Milestones of deliverables for Payments.

b) Service tax and other taxes will be paid by VJTI as / if applicable.

5. PAYMENTS TO THE CONSULTANT

5.1 **Fees:** The fees for the Services payable are set forth in the Financial Bid.

5.2 **Mode of Billing & Payment:** Billing and payments in respect of the Services shall be made as follows:

- (a) The payment to the Consultant will be made periodically as per the schedule of payment agreed upon in Financial Bid: Milestones for payment of Consultancy Charges. Consultant shall submit his periodical bill in triplicate along with supporting documents. VJTI shall cause the payment to the Consultant to the amount indicated in the bill within thirty (30) days of receipt of the bill.
- (b) The final payment under this Contract shall be made only after the final report and a final statement identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Engineer-in-charge. The Services shall be deemed completed and finally accepted by the Engineer-in-charge and the final report and final statement shall be deemed approved by the VJTI as satisfactory ninety (90) days after receipt of the final report and final statement by the VJTI unless the VJTI, within such ninety (90) day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final statement. The Consultant shall thereupon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated.

5.3 Terms & Conditions of Payment

Payments will be made to the account of the Consultant and according to the payment schedule stated in the Milestones of deliverables for Payments of Financial Bid

Appendix A: Description of the Services

1. SCOPE OF WORKS

1. The scope of the work includes providing comprehensive Architectural Consultancy including Landscape & Interior Architecture services for the work of Construction of Multipurpose Complex admeasuring **4500 Sq.m** (approx) within VJTI campus, Matunga, Mumbai 4000076.

The scope of works for Consultancy shall be as follows:

- a) Conceptual design and drawings, Preliminary drawings for civil works , Services Landscaping and Interior Architecture & Preliminary Design Basis Reports, Master plan drawings for approval of VJTI. Detailed Site survey including tree demarcation, contours, existing features etc complete as required for Design & execution, Geo Technical soil investigation as required for Structural Design.
- b) Approved Drawings of Civil & All Services including Design Basis Reports, Preliminary Cost Estimates, Safety Reports & Project Schedule (PERT/CPM)
- c) Drawings for Statutory approval of State/Central , M.C.G.M, Chief Fire Officer, Tree Authority, and others as required for commencement of work including Safety & Environment clearance report, Proof checking and clearance of Structural design, liasioning work for getting final clearances and completion / occupancy certificates.
- d) Detailed Design & detailed estimates of cost for civil & all services of each facility, Tender Working Drawings & Tender documents like specification, schedule of quantities and rates.
- e) Tender processing consisting Invitation of Tender, Pre-qualification of Agencies, sale & Receipt of tenders, Pre-bid meeting and its clarifications, finalization of Tenders and Award of Work and Contract Agreements, including preparation of Comparative statements , Recommendation to VJTI for approval .
- f) Construction stage:-
 - i) Execution drawings, after approval for construction of civil works.
 - ii) Execution drawings, after approval for construction for other associated works such as Public Health, Electrical, HVAC, Site development etc
 - iii) Periodic Inspection of work during execution
 - iv) Certification for Intermediate Work done by the contractors in co-ordination with the VJTI or its representative, a Construction Supervision Agency appointed separately.

- v) Exercising strict control over estimated quantities for Variation and providing justification for any variation, additional expenditure if any.
- g) Submission of `As built` drawings for completion and obtaining final Statutory Clearance from M.C.G M, Chief Fire Officer, Tree Authority and for any other mandatory approvals for occupation of facility.
2. Giving of complete and adequate periodic supervision to all the works such as architectural, structural, electrical, landscaping, installation of services etc. and the degree of such supervision commensurate with the nature and magnitude of works.
 3. Advising the VJTI on any other technical matter connected with the Construction of the said building or the installation of fitting, which may be entrusted to the Architect, as may be required by the Institute from time to time.
 4. Issuance of certificate of virtual completion of works after getting the entire work approved by the Institute.
 5. Indicating the defects in the work, if any, for prompt rectification by the Contractor during the construction and defect liability periods.
 6. Rendering generally, as such, by the Consultant all technical services as may in any way relate to or arise out of the construction of the said building or the said installation of the fitting entrusted to the Architect by the Institute.
 7. The Consultant shall appoint services consultant, if felt necessary, at no Extra cost to the VJTI for the services like Public Health works, Sanitary and Plumbing works, Electrical works, Site development, Landscaping, besides structural works etc., as may be required to plan, design including periodic site visits or as required to supervise site works to enable the project to be completed in a satisfactory manner within the cost and time frame stipulated.
 8. The Consultant agrees to perform his duties as Architect under these Presents promptly and diligently and to do everything in his power and authority to ensure that the Contractor/Contractors complete the construction of the building and of installation of such fitting as may be entrusted to them according to the proper quality, specification and

schedule of time given to them and that no unnecessary delay is caused by reason of the Consultant's not furnishing decisions, details in regard to designs etc. to the Contractor, provided that such delay is not caused by the VJTI.

Note: *1. Prior approval of VJTI for BOQ, Cost of work and its scope shall be obtained before engaging any agency for Detail survey and Geo Technical / soil investigation. The fees for such services obtained with prior approval of VJTI shall be reimbursed by VJTI on submission of reports, drawings and original documents of payment etc.*

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DETAILED SCOPE OF WORK:

1. The detailed scope of work shall include and not be limited to the following.

The complete design of the building includes Detailed Survey, Geo Technical soil investigation, Structural design, Sanitary, plumbing, drainage, water supply and sewerage design, Electrical, electronic, communication systems and design, Heating, ventilation and air conditioning design (HVAC) and other mechanical systems, Elevators, escalators, and allied fields such as Landscape Architecture, Interior Architecture graphic Design and Signage etc. It includes examining site constraints and potential and preparing a design brief for approval. Study of Environment impact , Master plan for the above shall be prepared showing all facilities like water supply, sewage, landscaping, drainage, roads, footpaths, power supply distribution, lighting, Air-conditioning , Acoustic , interior architecture, landscaping & Interior Architecture and preparation of preliminary and detailed working drawings, submission of BOQ, cost estimate which will conform to Schedule of Rate of State PWD and reference shall be furnished In case of Market Rate. For non schedule item detailed specifications etc., for the entire scope of work as a combined works or as individual as submitted by VJTI. All Rate Analysis shall be submitted along with detailed estimate.

The Architect is required to provide services in respect of the following:

Architectural System

- i) Preparation of preliminary conceptual drawings which includes preparation of various floor plans, sections, elevations, perspectives etc. & Preliminary cost Estimates based on areas including Landscape & Interior Architecture Services
- ii) Incorporation of revisions, comments offered by the VJTI
- iii) Preparation of Municipal drawings for obtaining Clearance /No Objection from State/Central Statutory Authorities for commencement of work

Detailed Survey & Geo Technical Soil Investigation

- i) Detailed site survey including tree demarcation, existing features, contours etc complete required for Design & execution.
- ii) Geo Technical Soil investigation as required for structural design

Structural System

- i) Preparation of DBRs (Design Basis Report), detailed structural analysis of the total building, detailed design as per relevant Indian codes of practice of recent revisions and

submitting for review and approval. On approval of VJTI, the design details, detailed construction drawings shall be prepared and submitted.

ii) Proof checking of structural design to be carried out with agency approved by VJTI, directly contacting the concerned Dept Authorities.

Note; Fees paid to proof checking shall be reimbursed by VJTI on submission of Original documents of clearance and fees paid.

Public Health Engineering System

Scope includes Preparation of DBRs for providing both internal and external water supply and sewage system for the said building. Detailed DBR's shall be submitted for review and approval to the agency appointed by VJTI. Entire design shall be as per latest IS codal provisions.

Electrical System

Scheme for Preparation of DBRs ,providing internal and external electrification system with necessary electrical rooms, cablings, power supply network including sub-station, street lighting etc., scope of work also includes preparation of conduit layouts for provision of telephone, computer cable, LAN, TV etc. Detailed DBR's shall be submitted for review and approval to the agency appointed by VJTI. Entire design shall be as per latest IS codal provisions and recommended Manufacturers.

Fire Fighting System

Scheme for firefighting system as per relevant Indian Standards and as per the statutory authorities requirements. Detailed DBR's shall be submitted for review and approval to the agency appointed by VJTI.

HVAC & other mechanical works

Scheme for the same shall be as per VJTI's requirement and as per relevant IS including preparation of DBRs and submitting for review and approval to the agency appointed by VJTI.

Interior Architecture:

Scheme for Design of fixed items of work, fixed furniture & interior related civil works as per the requirements. Detailed DBR's shall be submitted for review and approval to the agency appointed by VJTI.

Landscape Architecture:

Scheme for Open space Design hard and soft areas and Planting design. Detailed DBR's shall be submitted for review and approval to the agency appointed by VJTI.

STAGES OF WORK:

A] Preliminary Design Stage:

- i) Preparation of preliminary conceptual drawings which includes preparation of various floor plans, sections, elevations, perspectives etc. & Preliminary cost Estimates based on areas including Landscape & Interior Architecture Services.
- ii) Preparation of presentation models and computer simulation (walkthrough) prepared at the instance of the Client and pre-approved by client, for purposes other than the Design and execution of the project.
- iii) Incorporation of revisions, comments offered by the VJTI

B] Drawings for client's/ statutory approvals Stage:

- i) Preparation of Municipal drawings for obtaining Clearance /No Objection from State/Central Statutory Authorities for commencement of work. Detailed Site Survey, Tree demarcation & Clearance, Geo Technical soil investigation, Clearance Certificate for the proof checking by the proof checking agency.
- ii) Submission complete set of Detailed Design & detailed estimates of cost for civil & all services of each facility, Tender Working Drawings & Tender documents specification, schedule of quantities and rates for approval of VJTI.

C] Working drawings and Tender documents Stage:

- i) Prepare working drawings, specifications and schedule of quantities sufficient to prepare estimate of cost and tender documents including code of practice covering aspects like mode of measurement, method of payments, quality control procedures on materials & works and other conditions of contract.
- ii) Tender processing consisting Invitation of Tender, sale & Receipt of tenders, Prebid meeting and its clarifications, finalization of Tenders and Award of Work and Contract Agreements,, including preparation of Comparative statements , Recommendation to VJTI for approval.

(Note: a) Cost of Tender documents shall be decided by VJTI and to be issued to agencies against Demand Draft drawn in favour of Director VJTI payable at Mumbai to be deposited along with list of Agencies to whom the tenders were issued on the last day of sale to VJTI b) All tender / Contract

Agreements documents shall be hard cloth bound and no extra payment shall be made by VJTI. At least three documents shall be submitted to VJTI for record.

D] Construction stage:

- i) Prepare and issue working drawings and details for proper execution of works during construction. (It is advisable to issue all site use drawing at the time of commencement of construction to avoid future litigation pertaining to non-availability of drawings/ documents. It needs to be checked by authorized technical bodies from client side prior to issue site use drawing to site)
- ii) Approve samples of various elements and components.
- iii) Check and approve shop drawings submitted by the contractor/ vendors.
- iv) Visit the site of work, at intervals mutually agreed upon, (the stages of visit to be decided prior to the signing of agreement) to inspect and evaluate the Construction Works and where necessary clarify any decision.
- v) Issue Certificate of Virtual Completion of works.

E] Completion Stage:

- i) Submission of `As built` drawings for completion and Final Statutory Clearance from M.C.G M, Chief Fire Officer, Tree Authority and for any other mandatory approvals.

Appendix B: Deliverables by the Consultant

For all disciplines of engineering the consultant shall submit DBR and preliminary drawings for review by the Department, incorporate the comments, provide drawings/details, provide Offer drawings, BOQ, cost estimates, Rate Analysis, specification etc. The detailed construction drawings shall be issued for all the disciplines. Design calculations/ details are also to be submitted with the drawings for review and approval.

Following table indicates the number of prints of drawings and tracings/ dialers reports/design calculations required at each deliverable for Comprehensive, Landscape & Interior Architecture.

DELIVERABLES (Comprehensive Architecture , Landscape & Interior Architecture)	No. of prints/ hard copies	Tracing/ Dialer/ soft Copy Requirement
<ul style="list-style-type: none"> • Concept stage and Preliminary DBR's ,Master Plan Drgs & Approved Drgs of Civil & All services with DBR's and Project Schedule 	3	.Soft copy
<ul style="list-style-type: none"> • DRAWINGS FOR STATUTORY APPROVAL 	3	Tracing & soft copy
a) Detailed Survey Drgs & Reports	3	soft copy
b) Geo Technical Soil Investigations Drgs & Reports	3	
c) Proof Checking of Design original certificate & reports	1	
d) Detailed Design	1	
e) Detailed Cost Estimate with Rate Analysis(Ref Special note no 3 below)	1	
f) Tender DRGS	3	
g) Tender DOCUMENTS	3	
h) Tree clearances, Commencement certificate from M.C.G.M. NOC from C.F.O and for any other mandatory approvals.	1	
a) Tender documents& drgs for sale	15 Nos	
b) Tender Processing from sale of tender to finalisation	1	

Construction of Multipurpose Complex at VJTI, Matunga, Mumbai 400019
Appointment of Architect for Construction of Multi-purpose Complex

c) Comparative statements for finalization of Tender	1	soft copy
d) Contract Agreements	5	soft copy
a) Construction drawings for commencement	3	No
b) Construction drawings site use	5	No
c) Construction drawings site use –Revisions	5	No
Final construction drawings	8	Tracing , dialer & soft copy
Obtaining Completion, Occupancy Certificates and any other approval From All Statutory Authorities	As Per Statutory Requirement & VJTI	Hard Copy

SPECIAL NOTE:

1. Persons to receive them & review requirements: Dean (I&P) or his authorized persons to receive & Review the Requirements.

2. All drawings /documents specified are included in the cost of Fees payable and actual cost of extra copies shall be reimbursable.

3. **Technical Sanction:** The detailed estimate for technical sanction shall be based on the detailed drawings prepared at Tender stage.

The item descriptions shall be generally in line with the provisions of PWD schedule of Rates and its latest specifications. In case of non scheduled/special works the item description shall be framed as per good engineering practice supported with specifications and rate analysis as per reasonable market rates to be submitted. Financial implications of quantity of variations/deviations of individual items exceeding beyond the deviation limit as specified in works contract shall not be considered for working out architect's fees.

Appendix C: Form of Guarantee for Performance of Services

FORM OF BANK GUARANTEE BOND FOR PERFORMANCE SECURITY

In consideration of the Chairman, BoG, VJTI having agreed under the terms and conditions of Letter of Intent/ Work order/ Agreement No..... dated..... made betweenand (hereinafter called “ the said Consultant{s}“) for the work (hereinafter called “ the said Letter of Intent/ Work order/ Agreement”) having agreed to production of a irrevocable bank Guarantee for Rs. (Rupees only), as a security / guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement, we(Indicate the name of the Bank) (hereinafter referred to as “the Bank”) hereby undertake to pay to the Government an amount not exceeding Rs. (Rs.....only) on demand by the Government. 2. We (indicate the name of Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Contractor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rupees.....only).

3. We, the said bank, further undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Consultant(s) shall have no claim against us for making such payment.

4. We..... (indicate the name of Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till Engineer-in-charge on behalf of the Government certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Consultant(s) and accordingly discharges this guarantee.

5. We (indicate the name of Bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Consultant(s)) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said Consultant(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Consultant(s) or for any forbearance, act of omission on the part of the Government or any indulgence by the Government to the said Consultant(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Consultant(s).

7. We, (indicate the name of Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Government in writing.

8. This guarantee shall be valid up to, unless extended on demand. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. (Rupees only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee, all our liabilities under this guarantee shall stand discharged.

Signed and sealed

Dated the day of for(indicate the name of Bank)

* * *

Note:

- 1.The Letter of Intent shall form part of the Agreement
- 2.Amount of the Bank Guarantee shall be Rs 2,00,000/- only (Rs Two lakhs only)

**VEERMATA JIJABAI TECHNOLOGICAL INSTITUTE
OFFICE OF DEAN (I&P)**

Notice No: VJTI/Dean (I &P)/ Multipurpose Complex/ ARCH/2016 / 2768, Dated: 22nd July 2016

**PART – III
FINANCIAL BID PROPOSAL (Multipurpose Complex)**

For

**COMPREHENSIVE ARCHITECTURAL CONSULTANCY SERVICES FOR
CONSTRUCTION OF MULTIPURPOSE COMPLEX ALONG WITH
NECESSARY INFRASTRUCTURE FACILITIES FOR VEERMATA JIJABAI
TECHNOLOGICAL INSTITUTE (VJTI), MATUNGA, MUMBAI 400019**

ISSUED TO

Dean(I&P)

PART – III FINANCIAL BID

SCHEDULE OF FINANCIAL PROPOSAL

Sr. No.	Description	Page Nos.
A	Financial Bid	35
B	<i>Milestone for Payment of Consultancy Charges</i>	36
C	Effecting payment to the architect	37
D	Details of Amount Reimbursable	38

A. Financial bid

Sr. No.	Item Description	Rate in %	Amount of Fee in Rs.
1.	Construction of Multipurpose Complex: As per Detailed Scope of work of Part II Technical Bid (Appendix "A")		# pl see note below
	TOTAL A		
Note : (Amount shall include all the taxes applicable) excluding Service Tax			
Note: # 1. Rate shall be Quoted in percentage. Maximum amount payable will be restricted to the percentage of the actual cost executed through contracts or percentage of Technically Sanctioned Cost whichever is lower. 2. Financial implications of quantity variations/deviations of individual items exceeding beyond the Deviation limit as specified in works contract shall not be considered for working out architect's fees.			

Signature _____

(Authorised Representative)

Full Name _____

Designation _____

Seal:

B. MILE STONES FOR PAYMENT OF CONSULTANCY CHARGES

Sl. No	STAGES OF PAYMENT	ACTIVITY	FEES PAYABLE
1	STAGE A CONCEPT STAGE	1. Ascertain the user Requirements, examine site constraints & potential: Prepare a brief for VJTI's approval. 2. Prepare report on site evaluation, analysis and impact of proposed development on its immediate environs. 3. Prepare drawings and documents and furnish report on measures required to be taken to mitigate the adverse impact if any on its environment. 4. Prepare conceptual designs with reference to requirements given and prepare rough estimate of cost on area basis. 5. Preparation of Master Plan of the Project for approval 6. Modify the conceptual designs incorporating the changes necessary and prepare the preliminary drawings, sketches	10%(Ten) of total fees payable
2	STAGE B DRAWINGS FOR STATUTORY APPROVAL	Prepare drawings necessary for Statutory approvals and ensure compliance with codes, standards and legislation, as applicable including Obtaining Tree Clearances, Commencement Certificate from M.C.G.M , NOC from CFO and approval of Designs for any other mandatory approvals	30%(Thirty) of total fees payable Less payment made up to Stage A
3	STAGE C WORKING DRGS & TENDER DOCUMENTS	Detailed Site Survey, Geo Technical Soil Investigation, Detailed Design & Proof checking, Prepare working drawings, Detailed item wise Estimates, Specifications, and schedule of quantities sufficient to prepare detailed cost estimates and tender documents consisting conditions of contract and tender drawings and time schedule. Tender processing consisting Invitation of Tender, Pre qualification of Agencies, sale & Receipt of tenders, Pre-bid meeting and its clarifications, finalization of Tenders and Award of Work and Contract Agreements, including preparation of Comparative statements. Recommendation to VJTI for approval.	50%(Fifty) of total fees Less payment made up to Stage B
4	STAGE D CONSTRU CTION	1 .Issue of working drawings to the contractor 2. Approve samples of various elements and components. 3. Check and approve shop drawings submitted by Contractor. 4. Visit the site of work at intervals mutually agreed upon, with a minimum frequency of once in a week or more often as per site requirement form time to time, inspect evaluate the construction works and where necessary clarify any decision, offer interpretation of the drawing/specification, attend conferences and meetings ensure the project proceeds generally in accordance with the Conditions of contract.	95% (Ninty Five) of total fees Less payment made up to Stage C. Fees will be paid in stages proportionate to the quantum work executed as per the contractor's certified bill value.
5	STAGE E COMPLETI ON	Prepare and submit completion reports and as built drawings, working manuals of the project as required to the Statutory Authorities wherever required including submission of all documents and obtaining all Statutory approvals for final completion from State/Central Governments and for occupation (as per Detailed scope of work defined in Appendix "A" of Part II Technical Bid)	100% of total fees payable less payment made at Stage I to D Certification of final bills of the contractors and obtaining all Statutory approvals for final Completion/ Occupancy certificate from State/ Central Governments for occupation.

C: EFFECTING PAYMENT TO THE ARCHITECT :

Comprehensive Design Service payment due to the architect at different stages will be computed on the following basis.

[a] Retainer : On preliminary estimate of cost.

[b] At Stage A: On preliminary estimate of cost.

[c] At Stage B to C : On preliminary estimate of cost.

[d] At Stage D : Technical Sanction cost.

[e] At Stage E : Technical Sanctioned Cost or Actual total cost, whichever is lower.

Subject to note given in Financial Bid A

VJTI shall make progressive on account payments to the Architect against any of the above stages based on the quantum of work done during that stage, as may be mutually agreed to between VJTI and the Architect.

No deductions shall be made from the fee of the Architect on account of penalty, liquidated damages, part rates or for the sums withheld from payment or recovered from contractors / suppliers.

The actual cost of the completed works shall include cost of execution of assigned works, referred to in Scope of Work and also the cost of equipment & machinery such as Transformers, DG Sets, Sub-stations, Lifts, Air Conditioning Machines, Pumps & Motors, Water and Sewage Treatment Plant, etc., but excluding the cost of land.

Payment shall be released only after achieving defined deliverables. Payment will be released upon completion of the `activity/sub-activity`. An activity/sub-activity will be considered `complete` when the same is checked, reviewed, and accepted / approved by the competent authority of the VJTI.

Consultant may list out the deliverables and numbers thereof, in case progressive payment is desired under any activity/sub-activity, so as to quantify the progress vis-à-vis the milestone.

D: DETAILS OF AMOUNT REIMBURSABLE

1. On prior approval of VJTI for BOQ, for detailed site survey and Geo Technical soil investigation cost of work and its scope shall be defined before engaging the agency. The contract cost involved shall be reimbursed by VJTI on submission of original reports, samples, drawings and original documents of payment etc
2. Proof checking of structural design is to be carried out with agency approved by VJTI, directly contacting the concerned authorities. Fees to be paid to proof checking consultant shall be reimbursed by VJTI on submission of Original documents of clearance and fees paid
3. Fees / Charges payable to various approving authorities (i.e. MCGM, Fire office etc.) shall be reimbursed /paid directly by VJTI.

Signature _____
(Authorized Representative)

Full Name _____

Designation _____