

REQUEST FOR PROPOSAL (RFP)

FOR THE SELECTION OF ARCHITECT CUM CONSULTANT

FOR

"PREPARATION OF MASTER PLAN AND COMPREHENSIVE ARCHITECTURAL DESIGN (PHASE - I) OF PERMANENT CAMPUS OF IIIT Vadodara AT KNOWLEDE CITY, DUMAD, VADODARA"







INDIAN INSTITUTE OF INFORMATION TECHNOLOGY VADODARA

NOTICE INVITING

EXPRESSION OF INTEREST CUM ELIGIBILITY BID [EOI cum EB] DOCUMENT

NAME OF WORK: CONSTRUCTION OF PERMANENT CAMPUS FOR INDIAN INSTITUTE OF INFORMATION TECHNOLOGY VADODARA, DUMAD, PHASE-I.

SUB HEAD: ARCHITECTURAL AND ENGINEERING DESIGN CONSULTANCY FOR

Preparation of detailed Master plan, Architectural design and drawings (Phase-I) including structural design, specifications, quantity surveying and bill of quantities of all the proposed buildings, structures, facilities, internal and external services etc. with provision for future expansion.

Submitted by: (Name of the Applicant & Address)

REGISTRAR IIIT VADODARA

IMPORTANT NOTE: The <u>EOI cum EB</u> duly filled in and along with required documents, certificates and affidavits specified in the NIEOI should be submitted to THE REGISTRAR, INDIAN INSTITUTE OF INFORMATION TECHNOLOGY VADODARA, BLOCK-9, SECTOR 28 GUJARAT ENGINEERING COLLEGE CAMPUS, GANDHINAGAR (P.O), –382028 so as to reach on or before the last date and time for receipt of EOI cum EB.







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DISCLAIMER

Indian Institute of Information Technology Vadodara has prepared this 'Request for Proposal' (RFP) document for the construction project. The purpose of this RFP is to provide information to the interested parties for assistance in preparation of their bid.

The Institute has taken due care in the preparation of the information contained herein, and believe it to be complete and accurate. Neither the institute nor any of its authorities, agencies, officers, employees provide any warranty or make any representations, expressed or implied as to the exhaustiveness/ completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

Respondents to this RFP are required to make their own inquiries/ surveys with respect to the subject of this RFP and will be required to confirm, in writing, that they have done so and that they did not rely solely on the information in RFP. This RFP is neither an agreement, nor an offer or invitation to perform services of anykind to any party.

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

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

IIIT Vadodara



Summary of IIIT-Vadodara Project

| General Project Data | Project Details |
|---|---|
| Project type: Institutional Campus Location: Dumad, Vadodara Country: India Site area: 19.93 hectares (49.24acres), approx. Development & landscaping: 50 acre, appx. | Main procedural stages of Campus Planning: Master plan for 4000 student campus Phase-I: Academic infrastructure for 1000 students, Hostels for 800 students, Community facility for students, executive hostel for 100 students, Staff and faculty residence, Directors Bungalow Phase-II: Hostels for 800 additional Students Additional academic and other build up. Phase-III: Hostels for 700 additional Students Additional academic and other build up Phase IV (final): Final growth up to 4000 students. |

Project Summary:

The Masterplan designed to address the needs of 4000 students along with associated faculty and staff will come up in 4 Phases. The Architectural and Infrastructure design of Phase I, Phase II and Phase III and beyond for 4000 students, Infrastructure for supporting faculty and staff are developed keeping in perspective the long term objectives of IIIT-Vadodara as well as to cater the present and immediate future.

1.0 Master plan: A brief introduction

The new IIITV campus will be developed on a 50 acre site on the bank of the Viswamitri River in Outskirts of Vadodara near the village Dumad. The institute proposes to combine the work of master planning of the campus and design of the buildings for Phase I for a composite all round development.

The process of selection and appointment of the Master Planner and architect involved a two stage process. In the first prequalifying stage, the Institute will select few firms based on past credentials and concept architectural design proposal, who, in the second stage, will be required to submit technical and financial proposals. Credit will be given for compact layout design with ample of open space confirming to the regulatory standards.

1.1 Project Brief:

Indian Institute of Information Technology Vadodara, is one of the 18 IIITs setup under PPP mode by act of Parliament. The partners in the project (IIITV) are Ministry of Human Resource Development, Government Of India (MHRD), Government of Gujarat (GoG), Gujarat Energy Research and Management Institute (GERMI), Gujarat State Fertilizers & Chemicals (GSFC) and Tata Consultancy Services (TCS). Currently the Institute is functioning from the premises of Government Engineering College, Sector-28, Gandhinagar, Gujarat. A new permanent campus is planned on 50 acres of land near Dumad, Vadodara, Gujarat. The allocated land is a part of 70 acre campus for composite planning of following stake holders:

IIITV

- 49.24 acres

AICTE

- 05 acres



MGLI

- 05 acres

Common facilities

- 8.14 acres

Future expansion

- 2.2 acres

The Masterplan of the campus is being planned to address needs of 4000 students and 1000 students in the first instance and depending on the requirements; subsequent phases plans to comprise 2500 students academic campus in about 15 years and 4000 student campus finally. In view of the fact that the Institute is currently operating from a temporary location, the most urgent requirement, is the first phase of development for campus to support 1000 students. IIIT-Vadodara plans to appoint an architect to design the final master plan and design of academic buildings, Staff quarters, Student Hostel, trainee hostel, director bungalow along with activity area, fields, walkways and other Infrastructure to cater to the needs of 1000 students on an immediate basis. The new campus as per this phase is planned for completion by 2020.

1.2 Brief on Scope of Work:

IIIT-Vadodara wishes to appoint a consultant for providing master plan, and Comprehensive Architecture services for academic and residential buildings along with associated support facilities. This RFP document of IIIT-Vadodara invites consultants to participate in the selection process.

The consultant will be selected through a two stage combined quality cum cost based selection procedure. This RPF document is for inviting Consultants to submit their credentials for short listing in Stage-1. Based on the evaluation of credentials submitted, a limited number of consultants will be shortlisted for second stage submission and evaluation.

Post final selection and agreement, the scope of work for Architecture consultant will be required to provide (a) master plan for the institutional campus for 4000 students, 300 faculty, staff and associated facilities. (b) Detailed architectural design and services for 1000 students corresponding to Phase-I of the campus. The scope of work include comprehensive architectural and allied consultancy services including Interior, Landscape, Infrastructure, signage and graphic design for the buildings. IIITV may modify the above requirements at its sole discretion. Based on the performance of the consultant, IIITV at its discretion may assign more work to the same consultant for residential as well as non- residential buildings in its new campus and may split the work between two or more consultants. Different components of the scope of work is enumerated below. The planning and development should consider the overall masterplan to provide sustainable synergy to the knowledge city campus.

Infrastructure Plans:

| 4000 | | |
|------|------|------------|
| .000 | 1000 | 12,000 sqm |
| 3000 | 800 | 16,000 sqm |
| | 100 | 4000 sqm |
| 3000 | 1000 | 2,000 sqm |
| | 25 | 1000 sqm |
| | | 300 sqm |
| 3 | 8000 | 100 |



The area specification is indicative in nature. **Details will be provided to the shortlisted consultants.** Consultant can use standard specification/ guidelines to workout proposal. The selected consultant has to consider design parameters based on national standards and statutory requirements.

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2.0 IMPORTANT INFORMATION

Table 1: Important Information

| Table 1 | |
|---|---|
| Bid Security (E M D) amount | INR 4.00 lakhs (INR Three lakhs only) in the form of Demand Draft or B.G (as specified). |
| Tender Processing Fee (Non refundable) | -INR 5,000/- (Rupees Five thousand only) to be paid through a Demand Draft in favor of Indian Institute of Information Technology Vadodara payable at Gandhinagar. |
| Issue of RFP document | Document shall be available online at the Institute website http://www.iiitvadodara.ac.in |
| Pre Bid Conference | 03/05/2018 at 11.00 am Venu: Indian Institute of Information Technology Vadodara, Block No 9, Government Engineering College, Sector-28, Gandhinagar, Gujarat (India). Interested Bidders shall intimate the Institute about their Participation in Pre- Bid meeting and send their queries 1 day prior to date of Pre-Bid meeting through email registrar@iiitvadodara.ac.in or by post at above address. The queries may also be submitted during pre-bid conference. |
| Last date for submission of queries, if any | 11 May 2018 upto 17:00 hours. |
| Last Date & time of Submission of Bids (Bid due date) | 18 May 2018 up to 15:00 Hrs |
| Place of submission and opening of bids | Indian Institute of Information Technology Vadodara, Block No 9, Government Engineering College, Sector- 28, Gandhinagar, Gujarat (India). |
| Date & time of opening of Bids | 18 May 2018 at 15.30 hrs |
| Date of presentations before the jury / Selection Committee | To be intimated later by the Institute by email |
| Date & time of opening of financial Bids | To be intimated later by the Institute by email |
| Date of submission of performance security bank guarantee | 10 days from issue of Letter of award (LOA) |
| Date of signing of agreement | 15 days from issue of LOA |
| Validity of bid | 240 days from the date of submission of bid or any extension thereof. |



| Address for Communication | Registrar |
|---------------------------|---|
| | Indian Institute of Information Technology Vadodara, Block No 9, Government Engineering College, Sector-28, Gandhinagar, Gujarat-382028. Email ID: registrar@iiitvadodara.ac.in |

2.1 Eligibility criteria and selection process of the bidder (Architect)

2.2 Tender Processing Fees

The Bidder shall pay a Tender Processing Fee of INR 5,000.00 (Rupees Five Thousand only) which is payable through a crossed demand draft (non- refundable) issued from any nationalized bank/ scheduled commercial bank in India and drawn in favour of "Indian Institute of Information Technology Vadodara" payable at Gandhinagar. Any bid not accompanied by the tender processing fee shall be rejected and shall not be considered for further evaluation.

2.3 Bid Security / EMD

The Bidder shall furnish a bid security/ EMD of INR 4.00 lakhs (INR Four lakh only)

The Bid Security will be in the form of a Bank Guarantee (as per Performa Annexure-P) or through a crossed demand draft issued from any nationalized bank or from a Scheduled Commercial Bank and drawn in favour of Indian Institute of Information Technology Vadodara, payable at Gandhinagar.

The Bid Security shall be endorsed/ pledged in favour of Indian Institute of Information Technology Vadodara and shall be submitted in a separate envelope super scribed "Bid Security (EMD)" and shall be kept in Technical Package envelope-I along with the processing fee draft.

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

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

The bid security of the successful bidder shall be returned to the bidder upon the Successful executing the Contract Agreement with the Institute and submission of performance security bank guarantee.

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

2.3.1 The Bid Security shall be forfeited:

If a Bidder modifies or withdraws his Bid during the period of Bid Validity,



- ra (iii)
- If the validity of the BG is not extended /kept valid for a period of 45 days beyond the extended validity of the offer.
- In the case of the Successful Bidder:
 - The necessary Performance Security is not furnished within the given period.
 - o The Contract is not signed within the time limit specified in the RFP.

2.4 Period of Validity of bid

Bids shall remain valid for 240 days from the last date of submission of bids or any extension thereof (Bid Due Date). Any bid valid for a shorter period shall be rejected by the Institute as being non-responsive.

Extension of Bid Validity

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

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

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

Bidder can obtain information from the Institute regarding contact person/s for the site visit. Any expenditure towards site inspection, presentation and preparation of bids shall be borne by the bidder. The Institutes shall not be liable for such costs, regardless of the outcome of the selection process and no reimbursement of whatsoever nature in this regard shall be made by the Institute.

Clarifications:

Bidders can seek clarifications to the RFP document by writing at the mailing address Indian Institute of Information Technology-Vadodara, Block No 9., Government Engineering College, Sector-28, Gandhinagar, Gujarat-382028, as specified in Table.1.

The clarifications shall be uploaded on the Institute website as corrigendum/ amendments (but without identifying the source of the inquiry).

Pre-Bid Conference

Institute shall conduct a pre-bid conference at Indian Institute of Information Technology Vadodara, Block 9, Government Engineering College Sector-28, Gandhinagar, Gujarat - 382028 as specified in Table.1, to answer queries that the Bidders may have in connection with the RFP.

Interested Bidders shall intimate the Institute about their Participation in Pre-Bid meeting and send their queries 2 days prior to date of Pre-Bid meeting through email registrar@iiitvadodara.ac.in or by post at above address. The queries may also be submitted during pre-bid conference.

Amendments to the RFP Document

- Up to 7 days prior to the deadline for the submission of Bids, The Institute may, for any reason, whether at its own initiative or in response to a clarification or query raised by a prospective Bidder, modify the RFP by an amendment / corrigendum notice.
- The addendum/ corrigendum will be available on the Institute web site. Separate notification/ advertisement will not be made for this in the print media.
- In order to allow Bidders reasonable time for preparing their Bids after taking into account such amendments, the Institute may at its discretion extend the deadline for the Submission of Bids.

Bid Prices/Fee

Bidder to quote their fee in Indian Rupees in price schedules as furnished in the RFP (Annexure-S) in the manner and detail indicated therein and submit the same with its bid in the Envelope-III.

Fee shall be inclusive of all costs but excluding GST. GST is reimbursable by the Institute, if applicable, on actual basis. The bidder should quote considering the construction cost limited to Rs 100 crores. Institute will not consider any extra payment for up to 10% cost overrun.

2.5 Preparation of Bid

2.5.1 Bidders responsibility

- The Bidder is solely responsible for the preparation of Bids and details therein.
- The Bidder is expected to examine carefully all the contents of RFP as mentioned in instructions to bidders, terms and conditions, forms, etc. Failure to comply with the requirements as detailed in these documents shall be at the Bidders' own risk. Bids that are not responsive to the requirements of RFP will be rejected.
- The Bidder shall be deemed to have inspected the Site and its surroundings and taken into account all relevant factors pertaining to the Site in the preparation and submission of the Bid.
- The Bidder shall bear all costs associated with the preparation and submission of his Bid and the Institute will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Bidding process.

2.5.2 Power of Attorney

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

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The said authority shall also include authority to make corrections / modifications and interacting with the Institute and for acting as a contact person.

2.5.3 Language of Bid

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

2.6 Format and Signing of Bid

- Bid documents along with documents related with the Technical Packages and Financial Bid shall be stamped and signed on all pages by a person duly authorized to sign Bid document.
- Entries to be filled in by the Bidder shall be typed or written in indelible ink.
- The Bid shall be without alterations, overwriting, interlineations or erasures except those to accord with instructions issued by the Institute, or as necessary to correct errors made by the Bidder.
- All amendments / corrections shall also be initialed by the person or persons signing the Bid.
- All witnesses and sureties shall be persons of status and probity and their full names, occupation and addresses shall be written below their signatures.

2.7 Documents comprising the bid

 The Bid should be prepared keeping in mind the evaluation criteria defined in the RFP Document.

The Bidders shall submit their bids in three parts, i.e.

- Technical Package: Documents related to eligibility to qualify for next stage i.e.
 Stage I: Envelop-I
- Technical Package for obtaining technical score as laid down in the RFP for qualifying stage-I for next stage (presentation before the selection committee / jury): (Envelop – II)
- iii. Financial Bid (Envelop III)

2.7.1 Technical Package Envelop – I:

The technical Part-I of the bid shall consist the following documents-

- Demand Draft for Tender Processing Fee
- ii. EMD (keep Bid Processing fee and EMD in a separate envelope, sealed and mark "Tender Processing fee and EMD" for easy identification.)
- iii. Power of Attorney
- iv. Integrity Pact and Agreement duly filled and signed by the authorized signatory on behalf of the bidder. (Annexure H)
- Undertaking against blacklisting / debarred as per Annexure -M
- vi. Bid forwarding letter as per form attached. (Annexure-L)
- vii. Organization description and details as per Annexure- E.
- viii. Experience of similar Projects designed in last five years as per Annexure A.
 - Affidavit for similar work experience as per Annexure J

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- List of overall major / Important Projects designed by the bidder in last 10 years as per Annexure - C
- xi. Performance report of Projects referred to in form A as per Annexure D
- xii. Turnover, profit and loss account authenticated by auditors for last five FY years ending 31.3.2017, Annexure-R.
- xiii. Registration certificate with Council of Architecture.
- xiv. Signed RFP document.
- xv. Certified One team member having expertise in Green Building project minimum three star rating or equivalent.

2.7.2 Technical Part -II

The technical Part-II shall consist of the following documents-

- i. Details of technical personnel available in the organization of the bidder (List the personnel) as per Annexure F.
- ii. Details of disciplines for which sub-consultants are proposed to be appointed by the bidder for this project as per Annexure-F(a)
- iii. Details of technical personnel to be deployed for IIITV -project (List the personnel available with Sub-Consultants associated with bidder) as per Annexure G.
- iv. Curriculum Vitae (CV) for each staff member (To be deployed on this Project as per Annexure-K
- v. Certificate from the owner for design of Certified Green Building / campus as indicated in table -1. Provisional certificate issued by GRIHA/ LEED for relevant category would also be eligible.

2.7.3 Financial Package Envelop - III

The Financila bid (Envelop-III) shall consist of the financial bid as per Format attached with the RFP - Annexure S

2.7.4 Sealing and Marking of Bids

The bid shall be submitted in three parts as under:

- Technical Package Envelop I,
- ii. Technical Package Envelop II and
- iii. Financial Package Envelop -- III Financial Bid.
- The Technical Packages and Financial Bid shall be sealed in three separate envelopes clearly marked as "Technical Package Envelop I", "Technical Package Envelop II and "Financial Package Envelop III". All the three envelopes shall be wrapped in an outer envelope addressed to "Registrar, Indian Institute of Information Technology Vadodara, Block 9, Government Engineering College, Sector-28, Gandhinagar, Gujarat-382028, duly super scribing on top "RFP for "Preparation of Master plan and comprehensive architectural design of permanent campus of IIIT- Vadodara (Phase I works) at Dumad, Vadodara, Gujarat.
- The outer envelope should also bear the name and address of the bidder with contact details.
 - No responsibility will be accepted by the Institute for the misplacement of the bids that are not sealed or marked as per aforesaid instructions or not submitted in a proper manner.

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2.7.5 Place for Submission of Bids

 The envelopes containing the bids comprising the Technical packages and Financial Bid should be submitted to:

Registrar
Indian Institute of Information Technology Vadodara
Block 9, Government Engineering College,
Sector-28, Gandhinagar, Gujarat-382028, India.

- The last date and time for submission of Bids is as specified in Table-1. The Institute
 may, at their discretion, extend this date, in which case all rights and obligations
 of the Institute and the Bidder shall thereafter be subject to the new deadline as
 extended.
- If such nominated/ extended date for submission of Bid is subsequently declared as a Public Holiday, the next official working day shall be deemed as the date for submission of Bids.
- Bids shall be submitted by hand or through registered post or courier service at the address mentioned above. The Institute shall not take any cognizance and shall not be responsible for delay / loss in transit or non-submission of the Bid in time
- Bids sent telegraphically or through other means of transmission (Tele-fax/e-mail etc.), which cannot be delivered in a sealed envelope, shall be treated as defective, invalid and shall stand rejected.

2.7.6 Late Bids:

Any Bid received after the deadline will be treated as late bid and returned unopened to the Bidder.

2.7.7 Modifications /Substitution /Withdrawal of Bids

- The Bidder may substitute, or withdraw the submitted bid after submission on or before the last date for submission of bids. No bid shall be allowed to be modified, substituted, or withdrawn by the Bidder in any manner whatsoever thereafter.
- The modification, substitution, or withdrawal notice shall be prepared, sealed, marked, and delivered on or before the last date for submission of Bids with the envelopes being additionally
- Marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate. In case of complete substitution or withdrawal, the earlier document shall be returned unopened at the time of opening of Bids.

2.8 Bid Opening and Evaluation

2.8.1 Bid Opening

The Bids will be opened in the presence of the Bidders or their representatives who choose to attend on the date & time as mentioned in the RFP at IIIT Vadodara, Gandhinagar.



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

2.8.2 Determination of Responsiveness

- Prior to the detailed evaluation of the Bids, the Institute will determine whether each Bid is responsive to the requirements of the RFP.
- For the purpose of this Clause, a responsive Bid is one which is received by the Bid due time, date including extension thereof, if any.
 - is signed, sealed and marked as mentioned in the RFP is accompanied by the Power(s) of Attorney. Contains all the information/documents as requested in the RFP and in the required formats same as those specified in this RFP.
 - o is valid for the validity period as set out in RFP
 - o is accompanied by required tender processing fees for the RFP
 - o is accompanied by the Bid Security.
 - Conforms to all the terms, conditions and specifications of RFP without deviation or reservation.
- If a Bid is not substantially responsive to the requirement of the RFP, it will be rejected by the Institute. The decision of the Institute in this regard shall be final. Conditional bids shall be rejected

2.9 The Institute's right to accept any bid and to reject any or all bids

Notwithstanding anything above, the Institute reserves the right to accept or reject any Bid at any time prior to award of Contract without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders about the grounds for the Institute's action.

The Institute reserves the right to cancel/ annul the selection process, at any stage prior to the award of the Contract, in larger public interest, on account of the following:

- o In case no Bid is received,
- Occurrence of any event due to which it is not possible to proceed with the selection process
- An evidence of a possible collaboration/ mischief on part of Bidders, impacting the competition, objectivity and transparency of the selection process,
 - it is discovered that Bidders have breached standard of ethics.
 - Any other reason deemed fit the institute.



2.9.1 Evaluation of Bids

The Institute would subsequently examine and evaluate Bids in accordance with the criteria laid down in the RFP.

- The Institute reserves the right to reject any Bid if:
- At any time, a material misrepresentation is made or found out; or
- The Bidder does not respond within the stipulated time to requests for supplemental information required for the evaluation of the Bid.

2.9.2 Clarification of Bids

Evaluation of technical packages submitted by Bidders shall be undertaken based on the details submitted in the technical packages only.

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

2.9.3 Confidentiality

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

2.10 Award of Contract

2.10.1 Notification of Award

- Prior to the expiry of the period of Bid Validity, the Institute will notify the successful Bidder by e-mail, to be confirmed in writing by registered post / by courier. This letter (hereinafter and in the Conditions of Contract called 'the Letter of Award') shall mention the sum which, the Institute will pay to the Architect in consideration of the services performed by the architect as prescribed by the Contract (hereinafter and in the conditions of Contract called 'the Fee') to the satisfaction of the Institute.
- No correspondence will be entertained by the Institute from the unsuccessful Bidders.
- The Letter of Award shall constitute a part of the contract.
- Signing of Agreement
- The Institute shall prepare the Agreement in the Proforma included in this document.
 Within 15 days from the date of issue of the Letter of Award, the successful Bidder will be required to execute the Contract Agreement.

The Successful Bidder shall submit Performance Security within a period of 10 days from the date of issue of the Letter of Award. If the Successful Bidder is a consortium, the Performance Bank Guarantee shall be submitted by lead member of the Consortium on behalf of the Consortium.



- One copy of the Agreement duly signed by the Institute and Architect through their authorized signatories will be issued by the Institute to the Architect. The Architect shall furnish 5 copies of the signed agreement.
- In case Successful Bidder does not sign the Contract with the Institute within stipulated time, the Institute reserves the right to retender the project and forfeiture of the bid security/ Performance Bank Guarantee. In case of retender such bidder will not be allowed to participate.







3 .Selection of Architect -Process and Evaluation of bids

The bids from the bidders (Architects) are invited for "Preparation of Master plan and comprehensive architectural design of permanent campus of Indian Institute of Information Technology vadodara (Phase - I works) at Block 9, Government Engineering College, Sector-28, Gandhinagar, Gujarat-382028, in Two-bid system consisting of Technical and Financial Bid.

The Architect will be selected on the basis of Quality and Cost Based Selection (QCBS) as recommended by the selection Committee constituted by the Institute in accordance with Gol GFR 2017. The evaluation will be done on the basis of quality cum cost the highest combined score obtained in the technical bid evaluation including presentation and the figures quoted in the financial bid.

3.0 ELIGIBILITY CRITERIA

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

3.1 Experience of Similar Projects

- i. The bidder should have successfully completed at least one similar project under one agreement with minimum built up area of 20000 sqm in at least one project or two similar projects with minimum built up area of 15000 sqm each during the last 05 financial years. Experience should be on the name of the bidder.
- ii. A similar project here means "Providing Comprehensive Consultancy Services for planning, designing and development of Campuses for Central Universities/ IITs/ NITs/ IIITs/ Medical University/ A League Private Universities/ Central PSU Campus with all internal and external services. Such bidders should have experience of architectural designing of multi-storeyed buildings. Multi-storeyed building shall be as defined in latest National Building Code.
- iii. The bidder should have designed and completed at least one project of value Rs 80 crores or two projects each of value above INR50 crores in the past 5 financial years ending 31 March 2018.

Note:

- The bidder is required to confirm that the similar completed works during the last 5 years (financial year ending 31 Mar 2018) independently, and not executed through another Architect on back to back basis.
- The built up areas to be considered in similar works will exclude sheds or godowns or semi-permanent structures.
- Particulars of completed projects and performance of the Bidder duly authenticated/certified by an officer not below the rank of Executive Engineer or equivalent should be furnished separately for each project or completed or in progress as per Annexure D. The certificate can also be authenticated by the end user organization.

3.2 Minimum Overall Experience

- The bidder must be practicing in the similar field not be less than 10 years till 31st March 2018.
 - A list of the major and important works designed by the firm during the above period should be given in Form-C of Annexure.



- Further, if the Bidder has been debarred/ restrained/ black listed by any Central Govt. /State Govt. agency/ Autonomous Body of the Central or State Govt/ PSU of India etc. in the last 5 years ending 31st May 2018. The bidder should not be currently debarred. Failing which, the bidder will not be eligible to participate in this bidding process.
- A self-declaration regarding this should be attached with the bid document as per Annexure-M.

3.3 Financial Criteria-

- Bidders should have average annual financial turnover from architectural consultancy services at least INR 5.0 crores in immediate preceding three financial years ending up to 31.03.2017.
- The bidder should have executed single architectural consultancy order of INR 1Crore in any of the last 3 financial years.
- Experience and financial turnover of sub-consultants will not be considered for meeting the Qualifying financial/ work experience requirements and financial criteria.
- The above business should be on the name of the bidder.
- Proof of gross receipt from consultancy services in each of preceding three financial years ending 31.03.2017 authenticated by auditor should be submitted.
- The bidder should be registered with the Council of Architecture.
- The Architect should have completed at least one multi- storied building having a builtup area of minimum 10,000 sqm rated GRIHA 4 Star/ Silver rating as per LEED, during preceeding 5 years w.e.f. 31.03.2018. Attach the successful completion certificate issued from the concerned organisation with the bid.
- The bidder should have at least one team member having expertise in Green building projects minimum GRIHA 4 star rating or equivalent

3.4 STAGE - I: EVALUATION CRITERIA FOR TECHNICAL BID

3.4.1 The Bidders qualifying the criteria as set out in Section 1 - ELIGIBILITY CRITERIA above will be evaluated by scoring method on the basis of details furnished by them as given below:

| | TABLE – 1 50 Marks | |
|---|--|---------------------|
| projects completed Successfully during the last 5 years ending previous day of last date of | A similar Project of minimum built up area of 20,000 sqm or minimum two projects of 15,000 sqm each: 10 marks additional project of 20,000 sqm: 5 marks additional project of 15,000 sqm: 3 marks each | 20 marks maximum |

| Ш | Organization | SI. | Field of | Desired | Experience | 15 Marks |
|---|---------------|-----|-----------------|---------|--------------|-----------------|
| | Structure and | No. | Specialization/ | No. | (Max. Marks) | maximum (Total) |
| | in house | 1 | Key Personnel | | , | |
| / | capability | | | | | |



dian Institute of Information Technology, Vadodara

| | | | Indiai | n Institute of Ir | nformation Technolog | gy, Vadodara |
|-------------|------------------------------|---|--|---------------------------|--|--------------|
| | Form - F | 1 | Lead Architect | 1 | Mandatory Requirement (Masters degree with minimum experience 10 years /B Arch with minimum 15 yrs experience) | |
| | | 2 | Architect | 2 (2 mark for each) | 6 marks degree in architecture with minimum experience of 10years) | |
| | | 3 | Interior Designer/ Architect | 1 | 1mark (minimum experience of 10years) | |
| | | 4 | Structural Engineer | 1 (1 mark for each) | 1 mark (degree in civil engineering with minimum experience of 10 years) | |
| | | 5 | Electrical Engineer | 1 Mark for each | 1 mark (degree in electrical engineering with minimum experience of 10 years) | |
| | | 6 | Green building Expert | 1 | 2 marks (certificate from TERI or Equivalent with minimum experience of 10 years) | |
| AUDIN*INDIA | क्षमा प्रोचोपिकी संस्थान केल | 7 | Public Health Engineer/ Water Supply Design engineer | | 1 mark (degree in civil / mechanical with minimum experience of 10 years) | |

Jamena



| | render document for selection of Architect cur | ii Consultant for Friase-i constructio |) |
|-----|---|--|----------|
| Ш | Profit making for the last 5 years | FY – | 5 Marks |
| | | 16-17 | Maximum |
| | (1 marks for each year of profit | 15-16 | |
| | making) Ann - R | 14-15 | |
| | | 13-14 | |
| | | 12-13 | |
| | | | |
| 11/ | Average applied turnever from | rv | E Maulia |
| IV | Average annual turnover from consultancy services equal or more than INR 5.00 crores in last five | FY - | 5 Marks |
| | | 16-17 | Maximum |
| | Financial years. One mark for each | 15-16 | |
| | year of annual turnover exceeding | 14-15 | |
| | the value of INR 5.00 Cr of each | 13-14 | |
| | year Ann - R | 12-13 | |
| | | | |
| | | | |
| - | | | |

| V Design of certified Green building/ campus for any institutional work during 5 years ending previous day of the last date o submission of the bids | built up area of Minimum 20000 sqm (Attach the certificates from the concerned authority) | Maximum Marks |
|--|--|------------------|
|--|--|------------------|

Note:

All the bidders should have at least one Lead / Senior Architect / Team Leader who will be responsible for the overall designing and development of the project. This Lead / Senior Architect /Team Leader will have minimum experience of Master's Degree with minimum experience 10 years / B Arch with minimum 15 years experience. It may be noted that since this is a mandatory requirement, hence, no separate marks are to be given for the same. The capability of the bidders will be judged by the availability of Team Leader as well as the Team which would assist him / her for which marks are given in Table 1 above.

The bidder will submit the CV of each of the above Technical Personnel. Each CV shall be signed in blue ink by the key personnel and countersigned by the authorized officials of the Firm. Photocopy_or unsigned/ noncountersigned CVs shall be rejected.

Each CV shall contain the proof of age and qualification as well as an undertaking from the key personnel about his availability for the duration prescribed in Chapter-4.

To be considered for the next stage i.e. invitation for presentation termed as stage II, a Bidder must secure at least sixty (60%) percent marks in aggregate in evaluation as per Table-1 given above.

If the number of Bidders crossing the threshold of 60% marks in Table-1 is large, then the Institute reserves the right to restrict the maximum number of qualified Bidders up to 6 numbers having scored highest marks and they will be invited for the presentation before the jury. These firms will be paid a token remuneration of Rs50, 000/- (Rupees Fifty thousands only) toward initial design preparation. Institute will have the rights on all the designs and models presented.

Presentation Stage II (30 marks):

Under this stage, the tenderers short listed after Stage-I, shall be invited for the presentation before the Committee. Time allotted for each bidder is 25 minutes for Presentation and 5 minutes for discussion.

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

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

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

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

3.4 STAGE - II: Evaluation Criteria of the Design Concept Presentation (30 Marks)

(Evaluation based on presentation)

| A. | Master Planning & Zoning | 10 Marks |
|----------------------|--|----------|
| | Introduction of the firm. | |
| | Master Plan and zoning, Cost effective Site Utilization & Grouping of Functions, Economical design | |
| TAT! | Site Orientation: Compactness, Circulation (Integration), Landscape blending with existing profile | |
| /B. | Architectural Planning | 15 Marks |
| **WDIAN INSTITUTE OF | Aesthetics, Environmental friendly considerations like use of environment friendly materials, etc., Green Building Features, Disaster resistant methods/Technologies, Infrastructure for persons with disabilities.(DAP) | |
| NO F | New Technologies (other than conventional Technologies) and | |

antond



| | TOTAL | |
|----|---|---------|
| | Knowledge of Building Bylaws and Statutory Requirements of respective local bodies/ Municipalities etc. for which the bidder should visit the site before submission of bids. Overall Presentation, Interpretation of Design Concept, Interaction on concept and response to queries of the Committee members. | |
| C. | Others | 5 Marks |
| | Innovative modern and /or Contemporary state of the Art architectural features | |
| | New/Materials and Finishes (other than conventional materials) proposed to be used in the Project. The proposed new technology (ies) should demonstrate the time and cost effectiveness. | |

The objective of the presentation is to know the capability of the architectural consultant in development of a Campus Master Plan, concept of innovative design

| Presentation before Selection Committee | 30 marks |
|---|----------|
| Total - Table 1 + Presentation marks (TS) | 80 marks |

- Hard copy of the presented drawings should be submitted in A1 size to the committee.
- The Selection Committee/ jury will evaluate the presentation on the above aspects.
- The Selection Committee may choose to visit the works already executed on the basis
 of the applicants to make their assessment, if so required.

Note:

The opening of Financial Bid of only those bidders shall be considered who score 60% i.e. 48 marks or more in their technical bid evaluation (including presentation marks) (Ts) as evaluated by the Selection Committee/ jury, whose decision in this regard shall be final and binding.

The time, date and place of opening of Financial Bids shall be intimated to all technically qualified bidders separately by the Institute.

3.5 Opening of and Evaluation of Financial Bids:

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

Before opening financial bids of the successful bidders/ technically qualified bidders, their marks obtained shall be made public before them or their authorized representatives who choose to attend. The final evaluation shall be done by including the quoted price in the format Annexure.

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Financial bid shall be given scoring as below:

The bidder who has quoted the lowest price will be assigned a score of 20 in the financial bid. The other bidders will be allotted score relative to the score of bidder with the lowest quote as below:

$$F_s = 20 * F_1 / F$$

Where:

F_s = The financial score of the Financial Proposal being evaluated

F_I = The price of lowest priced Financial Proposal

F = The quoted price of Financial Proposal under consideration

3.6 Combined Score evaluation

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

Combined Score = $T_s + F_s$

The proposals will be ranked according to their combined scores and will be listed in the order of merit as H1, H2, H3 and H4.

The offer top scorer with H1 will be the successful bidder/ Architect.

In case of a tie at the top position between two or more bidders preference shall be given to the applicant who has been given highest technical score out of 80 marks and this bidder will be required to match the lowest price bid among the bids having highest combined score. If the bidder is unable to match the price, next highest technical bid will be considered.

The bidder who has quoted the lowest price will be assigned a score of 20 in the financial bid. The other bidders will be allotted score relative to the score of bidder with the lowest quote as below:

$$F_s = 20 * F_1/F$$

Where:

F_s = The financial score of the Financial Proposal being evaluated

F_I = The price of lowest priced Financial Proposal

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4 Scope of Comprehensive Architectural Services

Role of the Architect: To provide the Architectural Services for (Phase-1 works) for the campus as per the scope of services covered in this section.

4.1 Scope of Services

- i. The broad scope of Services of Architect (Phase -1 works) covers the following:
- ii. Topographical survey of the proposed site- The Architect will prepare the Specifications and requirement for carrying out Topographical survey and the Survey of all existing services and other constraints existing in and around the site. Thereafter the work will be got executed by the Architect and the report will be utilized for planning and designing of the overall scheme.
- The responsibility of the completeness and correctness of the survey will lie with the Architect
- iv. Site evaluation, Study of existing land use in and around the project area, analysis of architectural character, socio-cultural aspects & heritage of the region.
- v. Study of existing infrastructure, accessibility, circulation pattern and parking.
- vi. Ascertain the Institute's requirements, examine site constraint & potential and prepare a design brief for Institute's approval.
- vii. Preliminary proposal with design philosophy (zoning, micro-planning, phasing, etc.) for development and their impact on immediate environs.
- viii. Preparation of overall Master Plan of the Campus.
- ix. Concept drawings of individual buildings with plans, elevations & sections.
- Conceptual design of services and their inner connectivity, preliminary designs, and specifications.
- xi. Urban design including volumetric study and urban form recommendations including pedestrian / vehicular movement and parking.
- xii. Landscape Architecture, site-planning, suitability & appraisal, landform, drawings of landscaping elements, open space design, plant structure, illumination design, street furniture and graphic design and signages.
- xiii. Final concept design and drawings, technical specifications including finishes of individual buildings and services (both external and internal).
- xiv. Green Building Design All the design and detailing of the campus shall be with GRIHA- 3 Star Rating. Relevant Specification and initial assessment report shall be submitted by the Architect and the detailed simulation and documentation shall be done by the Architect to obtain GRIHA- 4 Star Rating. Nothing extra shall be paid to the architect on this account.
- xv. Architectural planning should be barrier free and accessible for DAP as per the prevailing norms of Govt. of India.

4.2 Architect services

- i. Preparation of Architectural control guidelines / checklist & preparation of drawings of individual buildings and overall master-plan of the campus and their approval from the statutory bodies by complying all the applicable norms / codes / guidelines /regulations/ bye-laws / statutes of local as well as Central Govt. Bodies.
- ii. Prepare report on site evaluation and analysis with basic approach to circulation, activity distribution and interconnectivity and external linkages including preliminary estimate of project cost based on allowable F.A.R.
- iii. Furnish report on measures required to be taken to mitigate the adverse impact, if any, of the proposed development on its immediate environs







- iv. Conceptual & final design, specifications, estimates of Acoustic treatment of Modern class-rooms, auditorium and other large sized rooms (wherever applicable).
- v. Conceptual & final design, specifications, estimates of Non-conventional use of energy (wherever applicable).
- vi. Conceptual & final design, specifications of Rain water harvesting of the entire site along with its approval from the concerned bodies (if any).
- vii. Recycling of waste water, its appraisal, suitability study & preparation of final design/schemes along with specifications & estimates.
- viii. Conceptual & detailed design of solid waste management system.
- ix. Periodic supervision for ensuring smooth progress and adherence to design concept during execution of work (up to 25 architect visits)

4.2.1 Sequence of Services - Preliminary Planning Stage

Following activities shall be carried out during Preliminary Planning Stage:

Preparation of master plan of the campus showing circulation pattern, zoning of various land uses and relevant details, development strategy. It may be noted that the requirements of various building/ structures have been projected for phase-I only but master plan and all the external services will be designed for whole of the project in total plot of 60.04 acres.

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

4.2.2 Concept Design

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





4.2.3 Final Design Stage:-

- i. Development and Submission of the Master Plan and Modifications of the Master plan taking into account the comments and suggestions of the Institute.
- ii. Submission of the Final Master Plan to local bodies/ statutory and incorporating changes, if any, suggested by them and resubmitting the same for approval.
- iii. It may be noted that the requirements of various building/ structures have been projected for phase-I only but master plan and all the external services will be designed for whole of the project in the total plot of **49.00 acres**.
- iv. Preparation of drawings showing the common facilities for circulation, parking open spaces and external Architectural form as per the approved drawings.
- v. Preparation of final architectural drawings including all floor plans, sections and elevations for all buildings.
- vi. The working drawing shall include:
 - a. Layout Plan showing:
 - b. All proposed buildings, play fields, green area, Sewage Treatment Plant,
 - c. Sump, rain water harvesting, electrical sub station etc.
 - d. Road network, foot path, walkways, blow up of road junction/ parking area and other such area as required.
 - e. External services
- vii. Final Drawings of:
 - a. Floor plans, superimposed with all conceptual services/ disciplines
 - b. Elevations
 - c. Sections
 - d. Wall profiles
 - e. Doors & Window details
 - f. Stairs/ Ramps/ Lifts details
 - g. Details of building parts, areas, and critical special treatments
 - h. Toilet details
 - i. Flooring pattern and details
 - i. Dado details
 - k. Roof flow, draining including rain water harvesting system underground tank
 - I. Layout and drawing of all types of furniture, all computer lab equipment, all kitchen equipment etc. Any other conceptual detail required by the Institute.

4.2.4 Municipal and Statutory Approval Stage

Obtaining approval of the master Plan from local / statutory authorities. The Institute shall provide all the support to obtain the approvals.

The Architect shall prepare schematic network of all services and its interconnectivity including water supply, drainage, sewerage, electrical, communication, fire detection and firefighting, solid waste management system, rain water harvesting, recycling of waste water, irrigation system, use of solar energy and other services as may be indicated by the Institute. The Architect shall also prepare an integrated layout plan of the Institute Campus showing all the services. CPWD shall obtain approval of schemes of Fire, Lift and Environment based on detailed design from the concerned local statutory /authorities.

4.2.5 Pre-tendering Stage

Conceptual plan for Structural, Mechanical and Electrical work/ services - HVAC, Internal & External Electrification, Substation, DG Set, LT & HT Cabling and Networks, Lifts and escalators, Machine rooms, Lift and escalators shall be designed in accordance with DAP

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and old age person to make the campus barrier free. Fire Fighting, water and sewerage network and Traffic Analysis etc. so that there is no major deviation in the detailed drawing.

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

4.2.6 Implementation Stage

- Architect shall confirm whether the Detailed Engineering Drawings / Good for construction drawings prepared by other agencies are broadly in accordance with the Concept & Final design
- PMC shall review and issue of certified detailed architectural design and drawing as per final design and comments of Architect to ensure the compliance and conformity.
- iii. Site visits of Architect required prior to the construction stage shall be deemed to be included in the lump-sum fee of the Architect.
- iv. The Architect having adequate qualifications and experience of at least 10 years of work will make periodical site visit as and when required during the entire period of construction, for resolution of conflicts/ coordination and to ensure that work is being carried out as per approved drawings. The mandatory number of site visits of Architect shall be 25 numbers during the construction phase.
- v. The expenses for site visits shall be included in the lump sum fee of the consultancy services of the Architect and nothing extra shall be payable on this account.
- vi. Beyond 25 numbers of visit, if some of the Experts are called by the institute for fulfilment of all the Contractual obligations by the Architect, the Architect shall provide such services beyond 25 numbers of visit, if some of the experts are called by the Institute for fulfilment of all the contractual obligations by the Architect, the Architect shall provide such services in accordance with the terms and rates stipulated herein below.
- vii. The charges shall be paid for additional experts @ of INR 5,000/- per day per person. The charges for to & fro fare will be reimbursed by the Institute at actual. Charges for lodging & boarding at actual subject to ceiling of INR 3,000/- per day per person will be reimbursed by the Institute and the local transportation shall be arranged by the institute.
- viii. A deduction of INR 15,000/- would be made per visit on the Architect for nondeployment of the persons as required by the Institute during the 25 visits as stated above.

4.3 Services during completion stage:

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

PMC/Contractor shall prepare completion drawings (as built drawings), plans elevations and cross sections etc. indicating the details of the building and all internal and external services as completed in hard (10 sets) and soft (2 sets) copies as indicated by the Institute.

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

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

Tender document for selection of Architect cum Consultant for Phase-I construction services as completed in hard (10 sets) and soft (2 sets) copies as indicated by the Institute.

- iii. After the above are completed, Architect shall submit their Completion report, recording his approval or comments if any, to be attended by PMC / Contractor during rectification period.
- iv. Assist the employer in Arbitration / Litigation case that may arise out of the contract entered into, in respect of above project, regarding clarifications / interpretations, supply of drawings, designs, specifications as and when required. The architect's role will be limited to these clarifications only and unless specifically required by Arbitrator / Court. These will be reimbursed on above basis.
- v. The above scope of services of the Architect is indicative in nature. The Architect shall have to provide all the services not specifically excluded but required for successful implementation of the project.

4.4 Time Schedule for Stage Wise Activities of Architect (All institutes with reference to placing order and signing agreement)

| SI. | Activities | Period | Remarks | |
|------|---|---------|--|--|
| No. | | | | |
| Α | Preliminary Stage | | | |
| A1 | Topographical Survey | 4 weeks | Topographic survey can be started after signing of this agreement (Total- 4 weeks) | |
| A2 | Preparation and submission of drawings as stated in Preliminary planning stage for approval from the Institute | 8 weeks | From agreement (Total – 12 weeks) | |
| В | Design Finalisation Stage | | | |
| B1 | Preparation and submission of drawings as stated in Final Design stage after incorporating comments/ suggestion from the Institute. | 4 weeks | Total- 16 weeks | |
| С | Municipal and Statutory Approvals stage | | | |
| | Preparation and submission of drawings as stated in Municipal Approvals stage and obtain the approvals | 8 weeks | Total - 24 weeks | |
| 150 | Preparation and submission of drawings as stated in Pre-tender stage | 4 weeks | Total - 28 weeks | |
| by \ | Implementation Stage | | | |



5.0 Fee and payment terms for Architectural Services

i. The Architect will be paid an approved lump sum fee as per the agreement. The Architect's fee for the above project shall remain unchanged for the present scope of work even if the total cost of the project increases/ decreases up to 10% subsequently.

ii. Institute shall pay the Architect the fee for the professional services rendered by them for the entire project as per Scope of Comprehensive Architectural Services detailed in this document. The quoted fee should be inclusive of all the costs towards the whole project and no hidden costs/ exclusions should be appended.

iii. The lump sum fee payable to the Architect shall be inclusive of:

iv. Fee payable by the Architect to any of its sub-Architect / Agencies / Associate(s)

v. The cost of all visits of the Architect, their Associates/ Employees and sub- Architects to

site for the entire completion of scope of services.

- vi. In case, the Architect or his representatives are required to visit any place outside Vadodara to visit any Project for reference, to study/ finalization of construction material or associated manufacturer to fulfil responsibilities as per the Scope of Comprehensive Architectural Services then all such expenses on travel, boarding and lodging will be included in the lump sum fee of the Architect.
- vii. The cost incurred for establishing a permanent office at site by the Architect during the contract period for implementing the project. Cost of office expenses of the Architect / Sub-Architects including, stationary, travelling, attending meeting and related expenses shall be deemed to be included in the lump sum fee of the Architect.
- viii. The fee toward accreditation of three star GRIHA Rating shall be borne by the Institute.

ix. The cost of surveys other than topographical shall be borne by the Institute.

x. Any statutory payment such as application fee, development charges, water and electricity connection charges, obtaining clearances and approval for commencement of work, fee paid to municipal authorities, GRDA etc. shall be borne by the institute.

xi. The lump sum fee does not include GST.

xii. The lump sum fee shall be including all prevailing taxes and levies but excluding GST. GST will be reimbursable by the Institute, if applicable, on actual basis.

xiii. No extra fee due to subsequent escalation in cost of services as a result of variations in cost of labour, materials, specifications etc. shall be paid.

xiv. For the purpose of the Contract, it is agreed that the 'Fee' specified in Agreement is based on the taxes, duties, levies etc. and charges prevailing on Base date. If any rate of tax is increased or decreased or a new tax is introduced or an existing tax is abolished, or any change in interpretation or application of any tax occurs in the course of the performance of Contract, which was or will be assessed on the Architect in connection with performance of the Contract, an adjustment of the fee shall be made by addition or deduction, as the case may be.

5.1 Stage wise release of fee Payable to Architect

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

NOTE - The below mentioned fee Payment schedule to the architect is distributed in such a way that his involvement will remain with the project till the completion of the work and he will receive against work done on regular basis.



TABLE - PAYMENT SCHEDULE

| December | |
|---|---|
| Description | Fee to be released |
| Preliminary Planning Stage After ascertaining Institute's requirements, preparation and submission of conceptual scheme of the new campus, master plan and all to the Institute | 10% of the lump sum fee. |
| 2. Final design Stage On Preparation and submission of the drawings as indicated in final design stage | 10 % payable at this stage (total 20% of fee payment completed) |
| 3. Municipal / Statutory approvals | |
| On Preparation and submission of the drawings to obtain Municipal / Statutory approvals | 10% payable at this stage |
| On Obtaining all necessary Municipal / Statutory approvals | 5 % payable at this stage (35 % of the sum fee payment completed) |
| 4. On award of Construction work to the | 5% payable at this stage |
| Contractor for the Construction of Project | (55% of the lump sum fee payment completed) |
| 5. CONSTRUCTION STAGE | |
| One Architect will visit the site (25 Nos visits of architect) for inspection of construction works that the work is being done as per approved drawings and specifications, and also to provide clarifications on drawings and additional details required by Institute during the course of execution of works: | 30% of the fee payable at this stage- construction linked as given below: |
| On completion of 40% of value of work On completion of 60% of value of work/ On completion of 80% of value of work On technical completion of Construction Work | 5% of the lump sum fee (v) 10% of the fee (85% of the fee payment completed) |
| 6. COMPLETION STAGE | , |
| On submitting Completion Reports and after the settlement of the queries raised by Chief Technical Examiner, CVC, Arbitration etc. related to scope of Architectural services, if any. | Guarantee and releaseof Security |
| /3/ | |



- Payment due to the Architect against its fee at all stages shall be computed and made as per schedule of payment in Table above.
- Progressive on account payments shall be made by the Institute to Architect as per sequence of the stages based on work fully completed up to that stage and not for any part thereof.
- TDS and statutory deduction, if any shall be deducted as per prevailing Government Rules and Regulations before releasing the payment at each stage to the Architect. The Institute will provide a certificate of TDS deduction made to the Architect.
- No additional fee is payable for deviations in the quantities of any item during actual execution. No extra/ substituted items, deviations (plus/minus) shall be considered.
- · Modifications, Additions and Alterations:
 - The Institute shall have the right to request in writing for additions, alterations, modifications or deletions in the design and drawing of any part of the work. Nothing extra will be paid for the same.
 - The Architect shall not make any material deviation, alteration, addition to or omission from the work shown and described in the contract document except without first obtaining the written consent of the Institute.
 - o If the final built up areas or infrastructure increases or decreases by more than
 - o 10% of proposed overall built up area stipulated in this document then the Architect's fee shall be revised proportionately (for portion beyond 10%) based on the lump sum fee of the Architect. Increase or decrease of built up areas up to 10% shall be included in the lump sum fee of the Architect and nothing extra shall be paid to the Architect on this account.
 - The fee is inclusive of responsibilities of carrying out modifications in design and drawings.



6 Conditions of Contract

6.1 Relation between the parties

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

6.2 Law Governing Contract

This contract, its meaning, interpretation, and the relation between the Parties shall be governed by the Applicable Laws of India.

6.3 Language

This contract shall be executed in English, which shall be binding and controlling language for all matters relating to the interpretation of this contract.

6.4 Headings

The headings shall not limit, alter or affect the meaning of this contract.

6.5 Notices

- 6.5.1 Any notice, request or consent required or permitted to be given or made pursuant to this contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent by registered post to such party at the address specified for the institute in this document/ address specified by the architect in the tender document.
- 6.5.2 Notice will be deemed to be effective as specified below.
 - In the case of personal delivery or registered mail on delivery.
 - Through E- mail on delivery.
- 6.5.3 A party may change its address for notice hereunder by giving the other party notice of such change.
- 6.5.4 "Institute": means The Indian Institute of Information Technology Vadodara and includes the legal successors or permitted assigns of the Institute.
- 6.5.5 "Architect" means the person(s)/ firm/ company whose bid to perform the contract has been accepted by the Institute and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Architect.
- 6.5.6 "Agreement" means the Agreement entered into between the Institute and the Architect, together with the Contract Documents referred to therein; they shall constitute the Contract, and the term "the Contract" shall in all such documents be construed accordingly.
- 6.5.7 "Base Date" shall be the date seven (7) days before last date of submission of bids)

6.6 Authorized Representatives

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

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For the Institute: Director or his authorized representatives or any other person nominated by the Director

| For the Architect | : | |
|------------------------|---------------------|--|
| | | |
| (Note: To be filled in | n by the architect) | |

6.6 Commencement, Completion, Modification and Termination of Contract

6.6.1 Effectiveness of Contract

This contract shall come into force and effect from the date of signing the agreement. The effective date of contract is date of signing of the agreement

6.6.2 Commencement of services

The date of commencement of services shall be the date of signing the agreement.

6.6.3 Modification

Modification of the terms and conditions of this contract, including any modification of the scope of the services, may only be made by written agreement between the parties, however each party shall give due consideration to any proposals for modification made by the other party.

6.7 Force Majeure

6.7.1 Definition

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

Force Majeure shall not include, any event which is caused by the negligence or intentional action of a party or such party's sub Architect or agents or employees, nor any event which a diligent party could reasonably have been expected to both [a] take into account at the time of the conclusion of this contract and [b] avoid or overcome in the carrying out its obligations hereunder.

Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

Both parties have to keep a record of such conditions which delay the work and the time period for completion of the project will extend accordingly.

6.7.2 No Breach of Contract

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

6.7.3 Measures to be taken

A party affected by an event of Force Majeure shall take all reasonable measures to remove such party's inability to fulfil its obligations hereunder with minimum of delay.

A party affected by an event of Force Majeure shall notify the other party of such event as soon as possible and in any event not later than fourteen (14) days following the occurrence of such event providing evidence of the nature and cause of such event and shall similarly give notice of the restoration of normal conditions as soon possible.

The parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

6.7.4 Extension of Time as a result of Force Majeure.

Any period which a party shall pursuant to this contract complete any action or task shall be extended for a period equal to the time during which such party was unable to perform such action as a result of Force Majeure.

6.7.5 Consultation

Not later than thirty (30) days after the award of work, as the result of an event of Force Majeure, have become unable to perform a material portion of the services, the parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

6.8 Suspension

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

6.9 Termination of Contract

The Institute may, by not less than thirty (30) days of written notice of termination to the Architect (except in the event listed in paragraph (g) below, for which there shall be a written notice of not less than forty five (45) days, such notice to be given after the occurrence of the events specified in the paragraph (a) through (i) of this condition no. 6.9, terminate this contract:



- a. If the Architect fails to remedy in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to condition no.2.5 herein above, within thirty (30) day of issue of such notice of suspension or within such further period as the Institute may have subsequently approved in writing;
- If the Architect become insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- c. If the Architect fails to comply with any final decision reached as a result of arbitration proceedings pursuant to condition in section 6.22 hereof;
- d. If the Architect submits to the Institute a statement which has a material effect on the right, obligations or interests of the Institute and which the Architect knows to be false;
- e. If the Architect being a firm/ company shall pass a resolution or the court shall make any order that the firm/ company shall be wound up or a receiver or a manager on behalf of the creditor shall be appointed or if circumstances shall arise which entitle the court or creditor to appoint a receiver or a manager or which entitles the court to make up a winding order.
- f. If the Architect is in breach of any terms of agreement.
- g. If as the result of force majeure, the Architect is unable to perform a material portion of the services for a period of not less than thirty (30) days or
- h. If the Institute, in its sole discretion and for any reason whatsoever, decides to terminate this contract.
- i. If the owner decides to curtail or totally abandon the work, then payment to the Architect will be made up to stage of work completed.

ii) When the Architect has made himself liable for action under any of the cases foresaid the Employer shall have power:

- To determine or rescind the agreement.
- To engage another Architect to carry out the balance work debiting the Architect the excess amount, if any, so spent.
- On such determination/ rescission of the agreement, the agreement security deposit already recovered and performance guarantee under this agreement shall be liable to be forfeited in full and shall be absolutely at the disposal of the Institute.

6.9.1 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Contract Conditions No. 6.9 hereof, all rights and obligations of the Parties hereunder shall cease, except:

Such rights and obligations as may have accrued on the date of termination or expiration;

The obligation of confidentiality set forth in RFP document; Any right which a Party may have under the Applicable Law.

6.9.2 Cessation of Services

Upon termination of this Contract by notice pursuant to Contract Conditions No. 6.9 hereof, the Architect shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Architect and equipment and materials furnished by the Institute, the Architect shall proceed as provided, respectively, by Contract Conditions hereof.

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6.9.3 Payment upon Termination

Upon termination of this Contract pursuant to Contract Condition no. 6.9 hereof, the Institute shall make the following payments to the Architect (after offsetting against these payments any amount that may be due from the Architect to the Institute):

Remuneration for Services satisfactorily performed prior to the effective date of termination

Except in the case of termination pursuant to Contract Condition no. 6.9 (ii) hereof, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

6.9.4 Forfeiture of Performance Guarantee upon termination of contract

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

6.10 Obligations of the Architect

6.10.1 Standard of Performance

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

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

6.10.2 Law Governing Services

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

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



6.10.3 Confidentiality

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

6.10.4 Liability of the Architect

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

Except in case of gross negligence or wilful misconduct on the part of the Architect or on the part of any person or firm acting on behalf of the Architect in carrying out the services, the Architect with respect to damage caused by the Architect to the Institute, shall not be liable to the Institute:

For any indirect or consequential loss or damage; and for any direct loss or damage that exceeds:

The total payments for professional Fees and Reimbursable Expenditures made or expected to be made to the Architect hereunder, or

The proceeds the Architect may be entitled to receive from any insurance maintained by the Architect to cover such a liability, whichever of a) or b) is higher.

This limitation of liability shall not affect the Architect's liability, if any, for damage to third parties caused by the Architect or any person or firm acting on behalf of the Architect in carrying out the Services.

6.10.5 Professional liability Insurance to be taken by the Architect -

During the performance of Services hereunder, Architect, at his own cost, shall take out, carry and maintain insurance as applicable for those listed below:-

Workman's compensation insurance, covering all employees of Architect for statutory benefits as set out and required by local law in the area of operation or area in which Architect may become legally obliged to pay benefits for bodily injury or death.

Any other insurance cover which may be required to be taken under the law or on any other account

6.10.6 Reporting Obligations

The Architect shall submit to the Institute the reports and documents specified in Scope of Comprehensive Architectural Services, in the form, in the numbers and within the time periods as directed by the Institute.

6.10.7 Documents prepared by the Architect to be the property of the Institute



Tender document for selection of Architect cum Consultant for Phase-I construction

All plans, drawings, specifications, designs, reports and other documents prepared by the Architect in performing the services shall become and remain the property of the Institute, and the Architect shall not later than upon termination or expiration of this contract, deliver all such documents to the Institute, together with a detailed inventory thereof. The Architect may retain a copy of such documents. The Architect shall not use these documents for purposes unrelated to this contract without the prior written approval of the Institute.

6.10.8 Material furnished by the Institute

The material made available to the Architect by the Institute shall be the property of the Institute and shall be marked accordingly.

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

6.10.9 PERFORMANCE GUARANTEE

The Architect shall submit an irrevocable Performance Guarantee of 10% (Ten Percent) of the tendered amount as per Annexure N Performa attached with the RFP form of Bank Guarantee. The proper performance of the contract agreement, (not with-standing and /or without prejudice to any other provisions in the contract) within 10 days from the date of issue of letter of acceptance. This period can be further extended by the Institute at the written request of the Architect, stating the reason for delays in procuring the Performance Guarantee to the satisfaction of the Institute, for a maximum period of 7 days.

The Performance Guarantee shall be initially valid up to stipulated date of completion plus 60 days beyond the contract period. In case the time for completion of work gets enlarged, the Architect shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the consultancy services by the competent authority, the performance guarantees shall be returned to the Architect, without any interest.

The Institute shall not make a claim under the performance guarantee except for amounts to which Institute is entitled under the contract (not withstanding and /or without prejudice to any other provisions in the contractor's agreement) in the event of:

Failure by the Architect to extend the validity of the Performance Guarantee as described herein above, in which event the Institute may claim full amount of the performance Guarantee. Failure by the Architect to pay Institute any amount due, either as agreed by the Architect or determined under any of the Clauses/conditions of the agreement, within 30 days of the service of notice to this effect by Institute.

If the agency withdraws his offer or make any changes in his offer after award of contract, 100 % of the performance guarantee will be forfeited by the Institute. Further, if the Architect does not start the work after award of work, within 30 days the award of work performance guarantee submitted by him/her will be forfeited by the Institute. In the above eventuality, the Architect will be debarred from participation in retendering process of this work. Further if there is a retender.



6.11 SECURITY DEPOSIT

- The security in the form of performance guarantee shall be refunded on completion of this contract. The performance guarantee will be extended for extension of time, if any, for agreement of Architect is decided by the competent authority.
- The validity of the bank guarantee shall be valid beyond 45 days of validity of the contact period.

6.12 ABANDONMENT OF WORK

- If the Architect abandons the work for any reasons whatsoever or becomes incapacitated from acting as Architect as aforesaid, the Institute may make full use of all or any of the drawings prepared by the Architect and that the Architect shall be liable to pay such damages as may be assessed by the Institute subject to a maximum of 10% (Ten percent) of the total fee payable to the Architect under this agreement. The Institute may make full use of all or any of the drawings prepared by the Architect and proceed from the stage from where the Architect left the work.
- If at any time after acceptance of offer of consultancy, Institute decides to abandon or reduce the scope of work for any reason whatsoever, the Institute shall give notice to the Architect in writing to that effect and he shall act accordingly.
- The Architect have no claim to any payment of compensation or otherwise whatsoever.
 The Architect shall be entitled to all such fee for the services rendered and liable to refund the excess payment, if any made to him over and above what is due in terms of this agreement.

6.13 RIGHTS & RESPONSBILITY

- a. The architect shall be fully responsible for the technical soundness, correctness and efficiency of the proposal including those of specialists engaged if any by him.
- b. All plans, designs and data collected for this project shall be the property of Institute. The Architect shall have no right to them in any way without the written consent of the Institute.
- c. The entire information as furnished to the Architect as well as that gathered by the Architect in the process of inspection shall be kept strictly confidential and not passed on to any unauthorized person.
- d. The Architect shall also indemnify Institute from and against all claims and proceedings for or on account of infringement of any patent rights, etc. in respect of each and every part of the work. Such indemnity shall be furnished to the Institute upon acceptance of quotation and before any payment is made.

6.14 NUMBER OF DOCUMENTS AND COPY RIGHT

- a. All the documents/drawings, designs, reports and any other details envisaged under this agreement shall be supplied in five copies.
- b All drawings as required for submission to all the local bodies and other authorities shall be submitted as per the requirement of local body/ies.
 - c. All the drawings for the comments, discussion and approval of Institute shall be submitted in triplicate.



Tender document for selection of Architect cum Consultant for Phase-I construction

- d. Six copies of all the final drawings shall be submitted to the Institute along with one reproducible in A-1 or large size along with a soft copy in CD/DVD/PEN DRIVE.
- e. If there is any revision in any drawing/document for any reason, six copies of drawing/document shall be re-issued along with soft copy in CD/DVD/PEN DRIVE without any extra charges. All these drawings will become the property of the Institute. The Institute may use these drawings in part or full in any other work without any notice to the Architect and without any financial claim of the Architect.
- f. The drawings cannot be issued to any other person, firm or authority or used by the Architect for any other project. No copies of any drawings or documents shall be issued to anyone except the Institute and / or his authorized representative.

6.15 GENERAL CONDITIONS

- a. The Institute will have the liberty to supervise and inspect the work of Architect at any time by any officer nominated by him who shall be at liberty to examine the records/documents.
- b. The Drawings and Specifications shall be based on National code of practice, local byelaws, environmental regulations and design norms and sound engineering practices.
- c. The Architect shall render every assistance, guidance and advise in general to the Institute on any matter concerning the technical aspects of the project.
- d. The Architect shall promptly notify the Institute of any change in the constitution of his firm. It shall be open to the Institute to terminate the Agreement on the death, retirement, insanity or insolvency of any person being Director in the said firm, or on the addition or introduction of a new Director not promptly informed in foresaid, this Agreement shall continue to be in full force and effect notwithstanding any changes in the constitution of the firm by death, retirement, insanity or insolvency of any of its Director or addition or introduction of any new Director. In case of death or retirement, the surviving or remaining Directors of the firm shall be jointly and severally liable for the due and satisfactory performance of all the terms and conditions of this Agreement.
- e. The Architect shall during the period of this assignment and till the satisfactory completion of the project, give related advice regarding the project to the Institute.
- f. The Architect shall exercise all reasonable Skill, care and diligence in the discharge of duties hereby agreed to be performed by them.

6.16 APPROVAL AND LIABILITIES

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



6.17 Architect's Personnel to be reviewed in terms of technical bid

6.17.1 General

The Architect shall employ and provide such qualified and experienced personnel as are required to carry out the services as per the scope of services.

6.17.2 Description of Personnel

- a. The titles, job descriptions, minimum qualification and estimated periods of engagement in carrying out of the services of each of the Architect's Key personnel as described in Technical proposal.
- b. If required to comply with the provisions of this contract, adjustments with respect to the estimated periods of engagement of key personnel set forth in Technical proposal may be made by the Architect by written notice to the Institute provided; (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or fifteen days whichever is larger. Any other such adjustments shall only be made with the written approval of the Institute.
- c. If the additional work is required beyond the scope of the services specified in Terms of reference, the estimated periods of engagement of key personnel set forth in Technical proposal may be increased by agreement in writing between the Institute and the Architect.
- d. Approval of personnel: The key personnel and sub Architect listed by title as well as by name in Technical Proposal and accepted by the Institute shall deem to be approved by the Institute. In respect of other Key Personnel that the Architect propose to use in carrying out of the service, the Architect shall submit to the Institute for review and approval a copy of their biographical data, If the Institute does not object in writing)stating the reasons for the objection (within twenty one)21 (calendar days from the date of receipt of such biographical data and)if applicable (such certificate, such key personnel shall be deemed to have been approved by the Institute.

6.17.4 Removal and/or Replacement of Personnel

Except as the Institute may otherwise agree, no changes shall be made in the Key Personnel. If, for any reasons beyond the reasonable control of the Architect, it becomes necessary to replace any of the personnel, the Architect shall forthwith provide as a replacement another person of equivalent or better qualifications. In such case approval should be taken from IIIT Vadodara.

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

6.18 Obligations of the Institute

6.18.1 Changes in the Applicable law

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



Tender document for selection of Architect cum Consultant for Phase-I construction

6.18.2 Payment

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

6.19 Payments to the Architect

Currency of Payment: All payments shall be made in Indian Rupees.

6.20 Fairness and Good Faith

- a. 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 Agreement: The Parties recognize that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly between them, and without detriment to the interest of either of them, and that, if during the term of this Agreement either Party believes that this Agreement is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action shall be dealt as per the Contract.
- c. Warning/ Debarring: In addition to the Compensation as mentioned in relevant clauses of the contract, warning may be issued to the erring Architect for minor deficiencies. In the case of major deficiencies in the Feasibility-cum-Preliminary Design Report causing adverse effect on reputation of the Institute, other penal action including debarring the Architect for certain period may also be initiated. Institute decision in this regard shall be final.

6.21 Liquidated Damages

- a. The time allowed for carrying out the activities as per section 4.4 or any extension of time granted by the Institute for the reasons not attributable to the Architect shall be strictly observed by the Architect and shall be deemed to be the essence of the contract on the part of the Architect.
- b. The work shall, throughout the stipulated period of the contract be proceeded with all diligence and in the event of failure of the Architect to complete the work within time schedule, as specified in the document or within the validity of extended time period, the Architect is liable to pay compensation at the rate of 2 % of fees per week or part thereof of delay to be computed on per day basis subject to maximum of ten (10) percent of fees of the Architect.
- c. The decision of the Institute to the period of delay on the part of the Architect and the quantum of compensation for such delay shall be final and binding on the Architect.

6.22 Settlement of Dispute and Arbitration

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

Dispute Resolution

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

ARBITRATION

Procedure

- Any Dispute which is not resolved amicably within 30 days, the same shall be referred to the Director of the Institute. There upon, the Director, shall appoint a sole arbitrator within thirty days. The proceedings of the arbitrations shall be conducted as per Arbitration & Conciliation Act 1996.
- Place of Arbitration: The place of arbitration shall be Gandhinagar, Gujarat.
- English Language: The request for arbitration, the answer to the request, the terms
 of reference, any written submissions, any orders and awards shall be in English
 and, if oral hearings take place, English shall be the language to be used in the
 hearings.
- Enforcement of Award: The Parties agree that the decision or award resulting from arbitration shall be final and binding upon the Parties and shall be enforceable in accordance with the provision of the Arbitration Act subject to the rights of the aggrieved parties to secure relief from any higher forum.
- Performance during Dispute Resolution: Pending the submission of and/or decision on a dispute and until the arbitral award is published, the Parties shall continue to perform their respective obligations under this Agreement, without prejudice to a final adjustment in accordance with such award.

6.23 Foreclosure /Part Foreclosure

If at any time after acceptance of the tender, Institute shall decide to abandon or reduce the scope of the Architectural services for any reason whatsoever and hence not require the whole or any part of the works to be carried out, the Institute shall give notice in writing to that effect to the Architect by not less than thirty (30) days and the Architect shall act accordingly in the matter. The Architect shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the consultancy works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

Upon termination of this contract, the Architect shall take necessary steps to bring the work to a close in a prompt orderly manner and shall handover all the documents/reports prepared by the Architect up to and including the date of termination to the



Tender document for selection of Architect cum Consultant for Phase-I construction Institute. The Architect shall be duly paid for the works carried out and services rendered till the date of termination.

6.24 Carrying out Part Work at Risk and Cost to Architect

If the Architect:

- At any time makes default during currency of the contract or does not execute any
 part of the scope of services with due to diligence and continues to do so even after a
 notice in writing of 7 days in this respect from the Institute; or
- Commits default in complying with any of the terms and condition of the contract and does
 not remedy it or takes effective steps to remedy it within 7 days even after a notice in
 writing is given in that behalf by the Institute; or
- Fails to complete the scope of services or items of scope of services with individual dates of completion, on or before the date(s) so determined, and does not complete them the period specified in the notice given in writing in that behalf by the Institute.
- The Institute without invoking action under any other clause of the contract may, without prejudice to any other right or remedy against the Architect which have either accrued or accrue thereafter to the Institute, by a notice in writing to take the part services/ part incomplete work of any item(s) in the scope of services out of the Architect's hands and shall have powers to:
- Take possession of all the drawings, documents etc., thereon; and/or
- Carry out the part work / part incomplete work of any item(s) by any means at the risk and cost of the Architect.

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

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

Any excess expenditure incurred or to be incurred by the Institute in completing the part work/ part incomplete work of any item(s) or the excess loss of damages suffered or may be suffered by the Institute as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to the Institute in law or per as agreement be recovered from any money due to the Architect on any account, and if such money is insufficient, the Architect shall be called upon in writing and shall be liable to pay the same within 30 days.

In the event of above course being adopted by the Institute, the Architect shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advance on any account or with a view to the execution of the work or the performance of the Architect.

On



6.25 Standards of Ethics

The Institute desires that the Architect shall observe the highest standard of ethics during the selection and execution of such contracts.

- (a) In pursuance of the above objective, this policy defines, the terms set forth below as follows:
- "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and
- "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract,
- "collusive practice" means a scheme, arrangement or understanding between two or more bidders, with or without the knowledge of the Institute, designed to establish prices at artificial non-competitive levels.
- "Coercive practice' means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a selection process, or affect the execution of a contract.

(b) It is further provided that:-

The Institute will reject a proposal for award if it determines that the Architect recommended for award has engaged in corrupt or fraudulent or collusive or coercive activities in competing for the contract in question;

The Institute will declare an Architect ineligible, either indefinitely or for a stated period of time, to be awarded a Government contract if it at any time determines that the Architect has engaged in corrupt or fraudulent practices in competing for, or in executing this contract.

6.26 Time for Completion

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

6.27 Extension of Time

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

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

6.28 Jurisdiction and Applicable Law

Notwithstanding any other court or courts having jurisdiction to decide the question(s) forming the subject matter of the reference, any/ all actions and proceedings arising out of or relative to the Agreement (including any arbitration in terms thereof) shall lie only in the court of competent civil jurisdiction in this behalf at Vadodara, Jharkhand and only the said court(s)

Tender document for selection of Architect cum Consultant for Phase-I construction shall have jurisdiction to entertain and try such action(s) and or proceeding(s) to the exclusion of all other courts.

This agreement shall be governed by the laws of India from the time being in force.

6.29 Quality Assurance

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

6.30 Detailed Programme of Execution of Architectural Services

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

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





7.0 DESIGN AND PROGRAM BRIEF

The current campus under proposed construction will develop as a residential university/ institute with Undergraduate, Post-graduate and Post-Doctoral Research programs. Located close to Vadodara town, the total site area of the new campus is around 50 acres. On the west, the site is flanked by Viswamitri River. The Institute plans to develop hostels, staff and married student's hostel/ quarters, academic buildings and support staff services to cater to about 1000 students, with a masterplan for developing facilities for 4000 students.

The program brief given below in this section is for a guideline to specify our requirement. On award of contract, the exact program brief will evolve after discussion with IIITV.

7.1 Design Brief: Overall

The new campus will have an educational environment which would stimulate and facilitate intense and creative engagement with the processes of teaching, learning and research. It will foster the formation of a community of thinkers, scholars and concerned citizens. IIITV wishes to bring together the finest minds in an environment of creative interaction. The built environment should:

- Permit free exchange of ideas, through interaction between the faculty and staff members amongst themselves and with the student groups.
- Foster amiable relationships on the non-academic front between members of the institute's community and generate a culture that is sensitive to human beings
- IIITV looks forward to develop climatically responsive/ energy suited to their Architectural design.
- The design should be responsive to create a barrier free environment for differently-abled people.
- IIITV looks forward for proposals with robust Architectural design, adaptable to present day need and immediate future

7.2 Program Brief:

The projected numbers in the tables below are only guidelines for Stage-2 submission and provide an overview of Institute requirement. The scope of work may not be limited to it. IIITV also reserves the right to modify, combine, add or reduce activities at any time. These parameters are very likely to change during process of design.

7.3 Design Brief :Institute Academic cum Administrative Building

Below requirement is a tentative minimum guideline. Firms are required to refere to standards design concepts.

| Sr No. | Suggested Current Requirement | Requirements for current phase | | |
|-----------|---|---|--|--|
| (i) | Institute Academic-cum Administrative Building to meet requirement of | 1000 students, 60 faculty members and officers, 30 support staff. | | |
| (ii) | Total building requirement | 12,000 sqm (approx.) | | |
| (iii) | Establishment of Finance, admin section composite requirement | 30 employees and 10 officers | | |
| (iv) | Faculty rooms | 60 | | |
| (V) | Department offices, HODs chamber and related facilities | 8 | | |



Tender document for selection of Architect cum Consultant for Phase-I construction

| (vi) | Classrooms : 40 seats | 4 to 6 |
|--------|--|-------------------------------------|
| | 60 seats | 6 to8 |
| | 120 seats | 3 to 4 |
| | 240 seats | 2 |
| | 600 seats | 1 |
| (vii) | Student Laboratory space : Size in student capacity 120 students (Computer Lab) 60 students (Computer Lab) 60 students (Hardware/ Electronics Laboratory) 30 student (Electrical Lab) 60 student (Physics Lab) Research Laboratories (30 capacity, 100sq m each) | 1 |
| (iv) | Data Centre cum server infrastructure | 200 m² |
| (v) | Faculty and officers chamber (60 nos) | 60*10 m ² |
| (vi) | Common room (boys, girls, graduate students, staff etc.) | As per industry standard |
| (vii) | Director's Office (including directors secretariat, board room, DEANs chambers, DEANS offices, waiting lounge for visitors, rest rooms, retiring room, pantry) | 500 m ² |
| (viii) | | space for 200 student. Few cubibles |

Important features:

- The facilities will be used by students, faculty and employees of IIIT Vadodara. The building will house the academic, research and administrative units of the institute.
- Reduction in energy requirements for running the infrastructure is a major concern for IIITV.
- Optimization of air conditioning loads and exploration of passive design elements to create better comfort conditions.
- It is advised to adhere to NBC norms broadly for providing support amenities like toilets etc., considering that institute will be a predominantly residential campus.
- Innovative design ideas for parking cars and two wheelers (For Guests as well as Staff members).
 - Compact, pedestrian friendly campus road network optimizing the land requirement while creating a vibrant residential zone.
 - Recommended building height: Minimum G+10 storied building and <25% ground coverage



7.4 Design Brief: Hostels

| Sr No. | Suggested Requirement | Requirements | | | |
|-----------|---|-----------------------------|--|--|--|
| i) | Total student capacity Girls and Boys ratio | 800 1:2 | | | |
| | Double/ Triple room Single rooms | 70% students 30% student | | | |
| ii) | %of rooms with air conditioning (To be converted later) | 30% | | | |
| iii) | Common messing and Dining Facility including indoor activity area Common for boys and girls. | adequate as per | | | |
| iv) | Common out door play and activity area including outdoor games and sports facilities - Common for boys and girls. | standards | | | |
| v) | Toilet facilities | | | | |
| vi) | Provision store, snacks corner, late night cafeteria (can be a part of common shoping facilities) | | | | |
| vii) | | As per industry standard | | | |
| viii) | Wardens office and other administrative setup | Adequate | | | |

Important features:

- Contextual response to the design of hostels being constructed and response to Masterplan recommendations for Hostels.
- Exploration of room design of different capacities. IIITV believes that promotion of double seated rooms will be good for overall well-being of the students in the formative 1st and 2nd year of study. The consultants are encouraged to propose innovative room layout designs for single and double seated rooms in one building.
- Creating year round thermal comfort conditions is especially critical for Hostels.
 Passive design elements should be explored to create better comfort conditions.
- The consultants are free to explore various structural systems suited to their architectural design.
- The Consultant are requested to adhere to NBC norms for providing number of urinals, baths, WC, provision of toilet for differently abled students.
- Innovative design ideas for parking for cycles and two wheelers.
- Compact, pedestrian friendly development optimizing the land requirement while creating a vibrant community life in the hostel zone.
- Recommended building height: Minimum G+10 storied building and <25% ground coverage spacing.
- Hostel Room Sizes:
 - Following are the proposed room sizes for hostels which should be used for reference only. The consultants are encouraged to develop and demonstrate design optimizing the room areas, circulation and common space areas.
 - Single Rooms: 2m x 3.5m and Double Rooms: 4m x 3.5m (suggestive only).



Tender document for selection of Architect cum Consultant for Phase-I construction

7.5 Design Brief: Studio apartments (Faculty, Staff, Executive and International students)

| Sr No. | Requirement | Requirements/ Important components (current phase) |
|-----------|---|---|
| i) | Executive hostel and club house | |
| ii) | Hostel to cater to various categories of faculty/ staff/international students/ married students married student Hostel for Research Scholars, faculty and Staff in form of apartment with 1 large room constituting bedroom cum study and living room, toilet and kitchen. | approx. Each in single tower subjected to |
| iii) | Common facility in terms of parking, service facility | As per requirement |
| iv) | Club for Guests and staff (Attached or Semi-detached, as this club may also be used by staff members and their families) –Should be separate from hostel premises. Can be clubbed with Directors residence | |
| v) | | 25 units - 40 sq m approx. Each in single tower subjected to campus constraints |

Important features:

- Contextual response to the design of residence/ apartment being constructed and response to Masterplan recommendations for Hostels.
- The facility to come up as a single tower meeting the future planning and expansion requirements.
- Creating year round thermal comfort conditions is critical for smaller houses. Passive design elements should be explored to create better comfort conditions.
- The consultants are free to explore various structural systems suited to their architectural design.
- Innovative design ideas for parking for cycles and two wheelers.
- Compact, pedestrian friendly development optimizing the land requirement while creating a vibrant community life in the residential zone. The facility should provide sufficient privacy to staff members and matured students from student hostels while providing proximity access to student hostel and academic campus.
- Recommended building height: Minimum G+10 storied building and <25% ground coverage spacing.
- All the accommodation should be provisioned with modern toilet facilities.

7.6 Design Brief : Director's Residence

| Sr. | Requirement | Quantity |
|-----------------|--|----------|
| | Private Zone | |
| (i) | Living room, Dining room, Three bed rooms with attached dressing rooms, toilets, Kitchen and Store | 1 Unit |
| WFORMATION TEST | Public zone | |



| (ii) | Guest rooms with attached dressing rooms and toilets. The Guest rooms should be planned and designed in a manner that they are part of Directors bungalow but facilitate independent movement of guests and use of common facilities close to hostel. | |
|-------|---|---------|
| (iii) | Study/ Office room for Director to work and meet staff/ institute guests. | 1 Nos. |
| (iv) | Multipurpose hall and facilities for entertaining formal Guests / Student groups (upto 30 person capacity) attached toilet, provision of pantry, and storage facilities. (Can be a part of club facilities also) | |
| (v) | Quarters: One room quarter with attached bath, toilet and kitchenette for help | 1 Nos. |
| (vi) | Parking: Covered parking for at least two car. Parking for visitors and guests also needs to be planned and integrated with club facility | |
| vii) | Gated Boundary wall | |
| (vii) | Total recommended area | 300 sqm |

Important features:

- One of the important function of the Director is to have frequent interactions with the guests of the institute, staff and students. To facilitate this, masterplan has recommended placement of Director's residence adjoining the trainee hostel.
- It is important that the placement and design of Directors residence respond to the idea of having a public zone and a private zone. Public zone is where the Director is able to interact with staff, students and Guests in his residence and Private zone is a personal space for family.
- It will be important to have a contextual response to the design of trainees' hostel, club and buildings being constructed nearby while also responding to the masterplan recommendations.
- Exploration of passive design elements to create better comfort conditions.
- Parking for cars and two wheelers (For guests as well as family members).
- Compact design optimizing the land requirement.

7.7 Design Brief:

Campus boundary wall, main gate, services network consisting of water supply network, storm water network, landscape network, parking network, water and sewage treatment plant, firefighting network and other campus services

| Sr No. | Requirement | Quantity |
|-----------|---|----------|
| (i) | Boundary wall for the campus (The boundary for the IIIT Vadodara campus constituting 19.93hectar campus.) | |
| (ii) | Peripheral landscape and brick pavement | |
| (iii) | Parking for academic buildings, hostels, residential areas | |
| (iv) § | Walkways and road network for campus | |
| (v) 5/ | Electrical substation and HT design | |
| (vi) | Water supply network including water treatment | |
| (vii) | Sewage treatment plant and sewage network | |



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| (viii) | Rain water drainage and rain water harvesting network | |
|--------|---|---|
| (ix) | Urban landscape of different areas (academic area, hostel area, residential area) | |
| (x) | Electricity network and renewable energy network | - |
| (xi) | Campus main gate with 2 way traffic management, security office, toilet. | |
| (xii) | Suitable parking facilities | |





8.0 ANNEXURES /FORMATS /FORMS

NOTE - ATTACHED FORMS SHOULD BE CORRECTLY FILLED AND SUBMITTED BY THE BIDDERS WITH THE TENDER IN SUPPORT OF THEIR ELIGIBILITY



ARCHITECTURAL SERVICES AGREEMENT

| Tender No. | |
|--|--|
| The agreement made this dathe Indian Institute of Information Technolog | ay of Two Thousand Eighteen between |
| as the Architect, which includes its author | Architect) on the other hand, hereinafter known prized representatives, and legal heirs, for the work |
| Preparation of Master plan and Comprehe of IIIT Vadodara (Phase-I works) at Indiar tendered amount of Rs (Rupees | ensive Architectural Design of Permanent Campus n Institute of Information Technology Vadodara "at |
| criteria for Preparation of Master plan and C | Bids from eligible Architects fulfilling the eligibility comprehensive Architectural Design of Permanent nentioned Project and whereas the Institute has a terms and conditions hereafter appearing. |
| NOW, THEREFORE, THIS AGREEMENT V | WITNESSES AS FOLLOWS:- |
| In this agreement words and expre respectively assigned to them in the co conditions of contract). | essions shall have the same meaning as are onditions of contract (herein after referred to as the |
| The following documents shall be deem agreement namely: | ed to form and be read and construed as part of this |
| d. Pre bid query replies, if anye. All amendments etc.f. Letter of award | d financial) by the successful bidder |
| between the parties, the Architect has | aid by the Institute to the Architect as agreed to ereby covenants with the Institute to provide the I respect with the provision of this contract. |
| 4. The Institute hereby covenants to p comprehensive Architectural services the by the contract. | pay the fee in consideration of the provision of e contract fee at times and in the manner prescribed |
| Architect | Director IIIT Vadodara |
| WITNESS: | Block No.9, Government Engineering College, |
| 2. | Sector 28, Gandhinagar Gujarat-382028 |



ANNEXURE-B

DETAILS OF SIMILAR PROJECTS COMPLETED

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

| SI. No. | Name of project | Owner | Total Built up Area of the project | Date of Commencement as per contract. | Stipulated date of completion | Actual date of completion | Name & address/ telephone No. of the In-charge officer | Scope of services |
|------------|-----------------|-------|---|---|-------------------------------|---------------------------|--|-------------------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| | | | | | | | | |

- Attach the successfully completion certificate issued from concerned Executive Engineer or equivalent officer. Ann- D

Separate successful completed certificate against each work.





ANNEXURE-C

List of overall major/ important projects designed, similar to the tendered work by the bidder in last 10 years on $31^{\rm st}$ March 2018

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







Tender document for selection of Architect cum Consultant for Phase-I construction

ANNEXURE-E

ORGANISATIONAL DESCRIPTION AND DETAILS

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

Registration No. a)

b)

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

WORMATION TO THE OWNER AND TO THE OWNER AND THE OWNER AND

Signature of Bidder

(12) Any other information considered necessary but not included above.



ANNEXURE-D

PERFORMANCE REPORT OF PROJECTS REFERRED TO IN ANNEXURE - A

(The performance report must contain these details/ one sheet for each project).

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



Signature

Name-

Designation-

Name of the organization

Name of the Department

Contact no/ Email address-



ANNEXURE-F

DETAILS OF TECHNICAL PERSONNEL AVAILABLE IN THE ORGANIZATION OF THE BIDDER

(List the personnel)

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

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ANNEXURE-F

DETAILS OF DISCIPLINES FOR WHICH SUB-CONSULTANTS ARE PROPOSED TO BE APPOINTED BY THE BIDDER FOR THIS PROJECT

| SI. Name of Discipline Details of Discipline Discipline Project 1 2 3 4 | Remarks 5 |
|---|--------------|
| 1 2 3 4 | 5 |
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ANNEXURE-G

DETAILS OF TECHNICAL PERSONNEL TO BE DEPLOYED FOR THIS PROJECT

| SI. No. | Name | Qualification | Designation | Details of Experience | Role in this project | Remarks |
|------------|------|---------------|-------------|--------------------------|----------------------------|---------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
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Note: - After award of contract, Institute expects all of the proposed key personnel to be available during implementation of the contract. The Institute will not consider substitutions during contract implementation except under exceptional circumstances up to a maximum of 25 percent of key personnel (considering equal weightage for each key personnel) and that too by only equally or better qualified and experienced personnel.



ANNEXURE-H

UNDERTAKING FOR INTEGRITY PACT

To, Director IIIT Vadodara Gandhinagar Campus.

Dear Sir,

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

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

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

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

Yours faithfully

(Duly authorized signatory of the Bidder)





ANNEXURE-I INTEGRITY PACT

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

| INTEGRITY AGREEMENT |
|---|
| This Integrity Agreement is made at** on this** day of* |
| BETWEEN |
| The Institute represented through Director IIIT Vadodara, Block no.9, Govenment Engineering College, Sector28, Gandhinagar-382028. (Hereinafter referred as the Institute, which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns) |
| AND |
| |
| |
| (Name and Address of the Architect / Firm/Company) |
| Through** |
| WHEREAS the INSTITUTE has floated the RFP (RFP No**) (hereinafter referred to as "RFP/Bid") and intends to award, under laid down procedure, contract for*** |
| (Name of work) hereinafter referred to as the "Contract" |
| |

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

Tender document for sele

Tender document for selection of Architect cum Consultant for Phase-I construction

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

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

Article 1: Commitment of the Institute

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

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

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

- It is required that each Bidder/ Architect (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Institute all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- II. The Bidders/architect commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
 - (i) The Bidder/Architect will not, directly or through any other person or firm, offer, promise or give to any of the Institute employees involved in the Tender process or

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execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.

- (ii) The Bidder/ Institute will not enter with other Bidder into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to fee, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
- (iii) The Bidder/ Architect will not commit any offence under the relevant IPC/PC Act. Further the Bidder/Architect will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Institute as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- (iv) The Bidder/Architect will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- (v) The Bidder/ Architect will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (vi) The Bidder/Architect will not, directly or through any other person or firm indulge in fraudulent practice means a wilful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Institute interests.
- (vii) The Bidder/ Architect will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

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

If the Bidder/ Architect either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the after Institute giving 14 days' notice to the

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Tender document for selection of Architect cum Consultant for Phase-I construction

Architect shall have powers to disqualify the Bidder(s)/ Architect (s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Architect from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Institute and such exclusion may be forever or for a limited period as decided by the Institute.

- II. Forfeiture of EMD/ Performance Guarantee/ Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/ determine the Contract according to Article 3(1), the Institute, apart from exercising any legal rights that may have accrued to the Institute, may in its considered opinion forfeit the entire amount of Earnest Money.
- III. Criminal Liability: If Institute obtains knowledge of conduct of a Bidder or Architect, or of an employee or a representative or an associate of Bidder or Architect which constitutes corruption within the meaning of IPC Act, or if the Institute has substantive suspicion in this regard, the Institute will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

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

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

I. The Bidder/Architect undertake to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/architect shall be responsible for any violation(s) of the principle laid down in this Agreement/Pact by any of its Sub-contractors /sub- vendors.

II. The Institute will enter into Pacts on identical terms as this one with all Bidder/ Architect and Contractors.



III. The Institute will disqualify Bidder/s, who do not submit, the duly signed Pact between the Employer and the Bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6: Duration of the Pact

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

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

Article 7: Other Provisions

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

Article 8: LEGAL AND PRIOR RIGHTS

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

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

----- (For and on behalf of Institute)

(For and on behalf of Bidder/Architect) Witnesses:

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Jour Our



Tender document for selection of Architect cum Consultant for Phase-I construction

| I (SIGNATURE, NAME AND ADDRESS) | II) (SIGNATURE | , NAME AND ADDRESS) |
|------------------------------------|--------------------|---|
| Place: Dated | men of | W TORMATION TECHNICAL INFORMATION TECHNICAL |



ANNEXURE-J

AFFIDAVIT FOR SIMILAR WORK EXPERIENCE

To, Director IIIT Vadodara, Gandhinagar Campus.

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

Yours faithfully

(Duly authorized signatory of the Bidder)



ANNEXURE-K

Curriculum Vitae (CV) for each staff member

(To be deployed on this project)

| Proposed Position on the Name of Firm: | nis work: | | | _ | |
|---|--|----------------|--------------|-----------|-------|
| Name of staff: | | | | _ | |
| Nationality: | Profession: | | | | |
| | tasks Assigned: University and other spe/institution, year of pas | pecialized edu | | f staff r | nembe |
| Language: (Include proficiency i Degree of (Excellent/G | n speaking, reading a lood/Fair or Poor) | and writing | each lar | nguage I | оу а |
| Employment Record, | nature of experience & | Present Con | nmitment | ls: | |
| Certification: | | | | | |
| | ify that to the best of my qualification, my experie | _ | d belief, th | nis bioda | ta |
| Date: Day/ Month/ Year | : | | | | |
| | | | | | |

Note:

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



ANNEXURE-L

BID FORWARDING LETTER

To, The Director IIIT Vadodara, Gandhinagar Campus.

Dear Sir.

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

I/We hereby tender for Preparation of Master plan and Comprehensive Architectural Design of Permanent Campus of IIIT Vadodara, Dumad Campus (Phase-I works) at Dumad village, Vadodara within the specified time frame for various activities in all respects and as per terms and conditions of agreement.

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

We have visited the site.

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

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

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

| | a | te: | |
|--|---|-----|--|
|--|---|-----|--|

Signature of Architects





ANNEXURE-M

UNDERTAKING AGAINST BLACK LISTING/ DEBARRED

(To be provided on Letterhead of Architect)

I/we hereby certify that our firm has not been ever been blacklisted, debarred or restrained by any Central Govt. / State Govt. agency/ Autonomous body of the Central or State Govt./ PSU of India etc. in the last 5 years ending 31st March 2018 providing Architectural services. I/ We also certify that currently we are not blacklisted/ debarred/ restricted by central Govt/ State Govt agency/ Autonomous body of the Central or State Govt/ PSU of India etc for providing architectural services.

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

Date:

Place:

Authorized Signatory

Name:

Designation:

Contact No:

form of





ANNEXURE-N

PROFORMA FOR PERFORMANCE BANK GUARANTEE

| (Hereinal | ent by Institute |
|---|--|
| name | of the bank) undertake to pay to the Institute an amount not exceeding INR only on demand by the Institute . |
| amount any de is required demands the bar to an a second and a second | do hereby undertake to pay the state of the bank) and payable under this guarantee without the demure, merely on a demand from the Institute stating that the amount claimed sired to meet the recoveries due or likely to be due from the said Architect. Any such and made on the bank shall be conclusive as regards the amount due and payable by the under this guarantee. However, our liability under this guarantee shall be restricted amount not exceeding Rs(INR |
| We further remain of the Institute satisfie agreem | ther agree that the guarantee herein (indicate the name of the bank) contained shall in full force and effect during the period that would be taken for the performance said agreement and that it shall continue to be enforceable till all the dues of the e under or by virtue of the said agreement have been fully paid and its claims d or discharged or the Institute certified that the terms and conditions of the said nent have been fully and properly carried out by the said Architect(s) and accordingly rges this guarantee. |
| | (indicate the name of the bank)further agree with the Institute that |
| the Ins | titute shall have the fullest liberty without our consent and without effecting in any |
| mannei | r our obligations hereunder to vary any of the terms and conditions of the said |
| agreen | nent or to extend time of performance by the said Architect from time to time or to ne for any time or from time to time any of the powers exercisable by the Institute |
| against | the said Architect and to forbear or enforce any of the terms and conditions |
| relating | to the said agreement and we shall not be relieved from our liability by reason of any |
| such va | ariation, or extension being granted to the said contractor(s) or for any forbearance, act |
| of omis | sion on the part of the Institute or any indulgence by the Institute to the said Architect |

In consideration of the having offered to accept the terms and conditions of the proposed

or by any such matter or thing so reliving us.

| and the second s |
|--|
| |
| Tender document for selection of Architect cum Consultant for Phase-I construction 6. This guarantee will not be discharged due to the change in the constitution of the bank or the |
| Architect(s). |
| 7. We (indicate the name of the bank) lastly undertake not to revoke this Guarantee except with the previous consent of the Institute in writing. |
| 8. This guarantee shall be valid up tounless extended on demand by the |
| Institute. Notwithstanding anything mentioned above, our liability against the guarantee is |
| restricted to INR(Rupeesonly) 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. |
| |
| Dated the day for (indicate the name of bank) Dated: |
| |
| Signed for and behalf of the Architect/ Firm |
| |
| Witnesses: |
| |
| (Authorized Signature of the Firm) |
| (Viditionized digitature of the Firm) |
| ERO NO TOWNSE |
| 1 |
| (Name and Address) |
| (13.10 3.10 1.00) |
| |
| 2 |

(Name and Address)



ANNEXURE-O

FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF BID

| Know all men by these presents, We(Name of the Bidder |
|---|
| and address of their registered office) do hereby constitute, appoint and authorize Mr/ |
| Ms (name and residential address of Power of Attorney |
| holder) who is presently employed with us and holding the position of |
| as our attorney, to do in our name and on our behalf, all such |
| acts, deeds and things necessary in connection with or incidental to our bid for |
|), including signing and submission of all documents |
| and providing information / responses to Institute, representing us in all matters before |
| Institute, and generally dealing with Institute in all matters in connection with our Bid for |
| the said Project. |
| |
| We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney |
| pursuant to this Power of Attorney and that all acts, deeds and things done by our |
| aforesaid attorney shall and shall always be deemed to have been done by us. |
| |
| Dated this theDay of, 2018 |
| |
| |

This Power of Attorney should be provided on no judicial stamp paper of appropriate value and duly notarized.





ANNEXURE-P

FORM FOR BID SECURITY /EMD BANK GUAR ANTEE

| KNOW ALL MEN by these presents that we |
|---|
| WHEREAS(Name of Bidder) (hereinafter called "the Bidder") has submitted its Bid dated for |
| AND WHEREAS guarantee as hereinafter contained. |
| (Name of Bank) have, at the request of the Bidder, agreed to give this |

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



Indian Institute of Information Technology, Vadodara

ii. fails or refuses to enter into a Contract as period specified in the RFP conditions of the acceptance of his bid by the Institute.

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

| Signature of the witness |
|--------------------------|
| Name of the Witness |
| Address of the Witness |
| Signature of |
| Name of official |



ANNEXURE-R

Financial Capacity of the Bidder

| Financial Year | Financial Turnover from the Consultancy Services (Rs. in Crores) | Remarks |
|-------------------------|---|---------|
| FY 2011-12 | | |
| FY 2012-13 | | |
| FY 2013-14 | | |
| FY 2014-15 | | |
| FY 2015-16 | | |
| Average Annual Turnover | | |

| Financial Year | Net Profit after Tax (in Rs.) | Remarks |
|----------------|-------------------------------|-------------|
| FY 2011-12 | | |
| FY 2012-13 | | |
| FY 2013-14 | | |
| FY 2014-15 | | |
| FY 2015-16 | | 7/10 1393 H |

(Signature, name and designation of the authorised signatory)



ANNEXURE-S

SUBMISSION OF FINANCIAL BID

(On the bidder's letter head)

| IIIT Va | Pirector adodara, hinagar campus. | | | Date: | |
|-----------------------|--|-----------------|------------------------------|----------------------------------|-----------------|
| Sir I/We evalua | ct: Preparation of Master plan and Columbia of IIIT VADODARA (Phase -I Works) Architect is ation of our firm as Architect for above erence. | at Dumad, Va | adodara. ur financial bid | d as per foll | ows for the |
| SI. No. | | Qty. | Unit | Quoted Lump sum fee (in INR) | |
| | | | | (in figures) | (in words) |
| 1. | Preparation of Master plan and Comprehensive Architectural Design of Permanent Campus of IIIT Vadodara (Phase -I Works) at Dumad ,Vadodara, Gujarat as per terms and conditions stipulated in the RFP. (Limit of project construction cost Rs 100 crores). | Complete Job | Lump sum | | |
| 2. | Total: | | | | |
| Yours fa | | | | | |
| | ne: | | _ Designation | n: | |
| | :(O)(R) E- | mail: | _ | _ | |
| (Author | ized Representative of the Architect) Please refer Section-4, Fee for compre | hensive Archi | tectural servic | ces prior to | filling the fee |