

MAHARSHI DAYANAND UNIVERSITY ROHTAK
(‘A’ Grade accredited University by NAAC)

EXPRESSION OF INTEREST FOR EMPANELMENT OF ARCHITECTS

Sealed offers are invited on behalf of Registrar from reputed Architects for empanelment of Architectural Consultants for new /old/ addition/ alterations/renovation/development, etc. works in MDU Campus, Rohtak and University Institute of Law and Management Studies, Gugaon.

Application Form along with Instructions and General Information, giving detailed terms and conditions can be obtained free of cost from the office of the undersigned, by hand, on any working day. The same can also be obtained by downloading from the website www.mdurohtak.ac.in under the “Tender Notices” section.

Application Form duly filled in, along with complete information and requisite details should be submitted in the office of Registrar, MDU, Rohtak along with demand draft amounting to Rs. 25,000/- as earnest money in favour of Executive Engineer, MDU, Rohtak payable at Rohtak.

The schedule of date and time of submission and opening of Tender Forms is as under:-

	<u>Date</u>	<u>Time</u>	<u>Venue</u>
Closing Date & Time of receipt of Tender Forms	21.10 .2013	Up to 3.00 P.M.	Office of the Registrar, MDU, Rohtak
Opening of Tender Forms	21.10 .2013	4.00 PM	As above

NOTE :

1. Complete Application Form alongwith eligibility criteria/terms & conditions and changes if any can be seen in the office of undersigned on any working day during office hours (9:00 AM to 5:00 PM) or on University Website – www.mdurohtak.ac.in
2. The offerer will keep in touch with the University Web site for any change in the Application Form till the last date/revised last date of submission of offer and incorporate such changes in Application Form and the offer bids.
3. After opening of technical bids, the presentation will be given by the qualified Architects in presence of University Committee, who has the full power to accept or reject the application of the agency based on performance of the presentation.
4. The Committee may visit on the projects designed by the Architect and may ask the performance report from the client before opening of financial bids, if required.
5. In case offer receiving / opening day happens to be a holiday, the offers will be received / opened on next working day at the same time.
6. Validity of offers will be 120 days.

7. The University reserves the right to accept or reject or negotiate any of the offerer without assigning any reasons.
8. The engagement would be valid for a period of 2 years or till the completion of the job. But if any information furnished by party is found to be incorrect or misleading or deceptive or if there is a breach of any of the terms and conditions by competent authority, the engagement may be terminated by the University, without assigning any reason.
9. The engagement of empanelment may be further extended for one more year on the same rates, terms & conditions subjected to the satisfactory performance of the Architects within 02 years.
10. The empanelment will be done on lowest quoted/negotiated rates. In the empanelment one or more agencies may be engaged on lowest quoted/negotiated rates.

Executive Engineer

Endst. No. EE/ 2013 / 4850-4880

Dated: 24.09.2013

A copy of the above is forwarded to the following for information and necessary action:-

1. Superintending Engineer, PWD B&R Circles, Rohtak
2. Technical Advisor to VC, MDU, Rohtak
3. Executive Engineer(C-II), MDU, Rohtak
4. Executive Engineer, PWD B&R (Medical College), Rohtak / KUK / HAU. Hisar / GJU, Hisar / CDLU, Sirsa / BPS Women University, Khanpur/ DBSCRU, Murthal
5. Secretary to Vice-Chancellor (for kind information of the Vice-Chancellor), M. D. University, Rohtak
6. P.A. to Registrar (for kind information of Registrar), MDU, Rohtak
7. Divisional Accountant, Engg. Cell, MDU, Rohtak
8. SDE(C-I, II, III) / SDE (Elect) / SDE (PH) / SDE (Horti.-I, II), MDU, Rohtak
9. H.D.M., Engineering Cell, MDU, Rohtak
10. Notice Board
11. Contractor/Agency/Society: _____

Executive Engineer

EXPRESSION OF INTEREST FOR EMPANELMENT OF ARCHITECTS

1. Maharshi Dayanand University, Rohtak ('A' Grade accredited University by NAAC), a State University was established by Government of Haryana in the year 1976. The University has a sprawling green campus in more than 700 acres located at the entrance of the District Head Quarter, Rohtak only about 75 KMs from Delhi in the National Capital Region . It has state of art modern infrastructure.
2. Expression of Interest is invited from well established Architects registered with Council of Architecture, New Delhi, for empanelment with this University, for various projects (new projects, renovation, development, addition/alteration) in the Campus at Rohtak and Gurgaon
3. Architects having experience of more than 5 years and having executed at least three projects of similar nature should apply giving details of their Principals, detail of regular in-house staff along with list of work executed by them in the recent past to the Registrar, Maharshi Dayanand University, Rohtak-124001 by 21st October, 2013.
4. The offer should be in two different envelopes, first envelopes should contain the offer letter with all relevant details refer above and the 2nd envelopes should contain their financial bid for various works. The empanelment Architects shall be considered for allotment of different works as and when required on a pre-defined arch. Fees and other terms and conditions will be decided for the same. The University reserves the right to reject any or all offers without assigning any reason.

PREQUALIFICATION CRITERIA FOR ARCHITECTS

The Consultant shall be well acquainted with the latest Local Building Bye-Laws, National Building Codes, BIS Codes, environment rules and regulations etc. and shall meet the following prequalifying criteria to be eligible for the work

1. The Architect individual or engaged by Firm must have a Degree in Architecture from a recognized University / Institute. He should also be registered with the Council of Architecture, New Delhi.
2. Should be in the business of Architecture having experience of more than 5 year(list to be supplied with experience)
3. Should have valid Service Tax Number.
4. Should have sufficient manpower and resources to carry out such works (list to be supplied).
5. Should have a minimum annual average turnover of average Rs. 50.00 lac for the Consultancy Services rendered during the last three years. (Balance sheets including profit & loss statement for the last three years duly authenticated by a registered chartered Accountant shall be submitted).
6. Should have experience at least working on 3 projects in the Institutions/Universities of worth not less than Rs. 10 crore.
7. He should be familiar with cost effective designs and construction techniques.
8. All the tender forms that are opened will be scrutinized on the basis of documents and information's furnished by applicants with the Application Forms. The University may obtain clarification wherever required based upon the scrutiny. After scrutiny if it is found that any offerer do not qualify the terms & conditions/minimum qualifications, the sealed price bid envelop will be returned to the offerers unopened.
9. Demand Draft amounting to Rs. 25,000/- as earnest money in favour of Executive Engineer, Maharshi Dayanand University, Rohtak payable at Rohtak
10. In addition to the above, the applicant has to submit the following documents /information:-
 - i) Complete Name and mailing address of the applicant along with Telephone numbers, Mobile Numbers and E-mail address.
 - ii) Information regarding the Constitution of the applicant/firm e.g. Proprietorship, Partnership, Private etc. alongwith Certificate of Incorporate/Partnership deed etc.
 - iii) Details of projects completed and in hand supported by copies of completion certificates/agreement/LOI etc.
 - iv) Details of Key Personnel on roll and their qualification and experiences.
 - v) Details of Associate Consultants to be associated for this project.
 - vi) Copies of PAN/TAN card.
 - vii) Details of Litigations, if any.
 - viii) Other relevant details, if any.

The intending bidders shall submit all the aforesaid documents duly signed & stamped by the bidders. The experience certificates, empanelment certificate and Profit & Loss Statements shall be attested by Notary Public in addition to signature & stamp of the bidder. The bids of the consultants, who do not submit the prequalifying documents as stated above, shall be rejected.

11. The agency, who qualifies in the Technical bids, will be called for presentation in the presence of University Committee, who has the full power to accept or reject the application of the agency based on performance of the presentation.
12. The Committee may visit on the projects designed by the Architect and may ask the performance report from the client before opening of financial bids, if required.
13. The financial bids will be opened after that only.

The tender shall be submitted in two Envelopes as follows:

ENVELOPE-I

This envelope shall be super scribed as “Technical Bid” clearly written on top of the Envelope. This envelope shall contain the following documents:

- i) EMD shall be enclosed in a separate envelope as part of Envelope-1. The Bids without EMD shall be summarily rejected.
- ii) Undertaking of acceptance of terms & conditions (specified in these tender documents as Annexure-I), on the letter head of the company/or firm as the case may be duly signed and stamped by the authorized representative.
- iii) All the documents of prequalification and other terms and conditions mentioned in the Notice Inviting Offer.

Envelope-I shall be opened first on the date and time mentioned herein. The Price Bids shall be opened only of those consultants who qualify as per prequalifying criteria and have submitted the requisite EMD, and Undertaking as mentioned above in the Envelope-1 and who will qualify in the presentation in presence of University Committee. All the documents shall be duly signed and stamped and notarized where applicable.

ENVELOPE-II

This envelope shall be super scribed as “Financial Bid. The rates are to be quoted as per the Annexure-I. This document shall be duly signed and stamped by the authorized person of the firm.

Both these envelopes be sealed in another envelope and super scribed with “Tender for Engagement of Consultant Architect”.

Contd.....4.....

DECLARATION

I/We (Name)_____do hereby solemnly affirm and declare that the facts stated in the tender documents are correct and true to the best of my/our knowledge & belief and nothing has been concealed therein. In case of any concealment or misrepresentation detected at any stage, I/We will be liable to legal action under as the case may be. Nothing has been left without studying and I/we have filled up the rates accordingly.

(Signature of the quotee)

Name _____

Place; _____

Date: _____

GENERAL TERMS AND CONDITONS:

1. SCOPE OF WORK:

- 1.1 Taking University's instructions and preparation of design brief.
- 1.2 Site evaluation, analysis and impact of existing and / or proposed development on its immediate environs.
- 1.3 Design and site development.
- 1.4 Structural design.
- 1.5 Sanitary, plumbing, drainage, water supply and sewerage design.
- 1.6 Electrical, electronic, communication systems and design.
- 1.7 Heating, ventilation and air conditioning design (HVAC) and other mechanical systems.
- 1.8 Elevators, escalators, etc.
- 1.9 Fire detection, Fire protection and Security systems etc.
- 1.10 Periodic inspection and evaluation of Construction works.
- 1.11 Landscaping etc.
- 1.12 Sports construction activities etc.
- 1.13 Solar system works.
- 1.14 Any other work as desired by the University.

2. SCHEDULE OF SERVICES:

The Architect shall, after taking instructions from the University, render the following services:

STAGE 1:

- 2.01 Ascertain University's requirements, examine site constraints & potential; and prepare a design brief for University's approval.
- 2.02 Prepare report on site evaluation, state of existing buildings, if any; and analysis and impact of existing and/ or proposed development on its immediate environs.
- 2.03 Prepare drawings and documents to enable the University to get done the detailed survey and soil investigation at the site of the project.

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- 2.04 Furnish report on measures required to be taken to mitigate the adverse impact, if any, of the existing and / or proposed development on its immediate environs.
- 2.05 Prepare conceptual designs with reference to requirements given and prepare rough estimate of cost on area basis.

STAGE 2:

- 2.06 Modify the conceptual designs incorporating required changes and prepare the preliminary drawings, sketches, study model, etc., for the University's approval along with preliminary estimate of cost on area basis.

STAGE 3:

- 2.07 Prepare drawings necessary for University's/ statutory approvals and ensure compliance with codes, standards and legislation, as applicable and assist the University in obtaining the statutory approvals thereof, if required.

STAGE 4:

- 2.08 Prepare working drawings, specifications and schedule of quantities sufficient to prepare estimate of cost and tender documents including code of practice covering aspects like mode of measurement, method of payments, quality control procedures on materials & works and other conditions of contract.

STAGE 5:

- 2.09 Invite, receive and analyse tenders; advise University on appointment of contractors.

STAGE 6:

- 2.10 Prepare and issue working drawings and details for proper execution of works during construction.
- 2.11 Approve samples of various elements and components.
- 2.12 Check and approve shop drawings submitted by the contractor/ vendors.
- 2.13 Visit the site of work, at intervals mutually agreed upon, to inspect and evaluate the Construction Works and where necessary clarify any decision, offer interpretation of the drawings/specifications, attend conferences and meetings to ensure that the project proceeds generally in accordance with the conditions of contract and keep the University informed and render advice on actions, if required.
- 2.14 Issue Certificate of Virtual Completion of works.

STAGE 7:

- 2.16 Prepare and submit completion reports and drawings for the project as required and assist the University in obtaining "Completion/ Occupancy Certificate" from statutory authorities, wherever required.
- 2.17 Issue two sets of as built drawings including services and structures.

3. SCHEDULE OF PAYMENT:

The Architect shall be paid professional fee in the following stages consistent with the work done plus other charges and reimbursable expenses as agreed upon

<p>Stage 1 On submitting conceptual designs and rough estimate of cost.</p>	10% of the total fees payable.
<p>Stage 2 On submitting the required preliminary scheme for the University's approval along with the preliminary estimate of cost.</p>	20% of the total fees payable less payment already made at Stage 1.
<p>Stage 3</p> <p>a. On incorporating University's suggestions and submitting drawings for approval from the University/ statutory authorities, if required.</p> <p>b. Upon University's / statutory approval necessary for commencement of construction, wherever applicable.</p>	<p>30% of the total fees payable less payment already made at Stages 1 and 2.</p> <p>35% of the total fees payable less payment already made at Stages 1 to 3a.</p>
<p>Stage 4 Upon preparation of working drawings, specifications and schedule of quantities sufficient to prepare estimate of cost and preparation of tender documents.</p>	45% of the total fees payable less payment already made at Stages 1 to 3a
<p>Stage 5 On inviting, receiving and analyzing tenders; advising University on appointment of contractors</p>	55% of the total fees payable less payment already made at Stages 1 to 4.
<p>Stage 6</p> <p>a. On submitting working drawings and details required for commencement of work at site.</p> <p>b.</p> <p>i. On completion of 20% of the work</p> <p>ii. On completion of 40% of the work</p> <p>iii On completion of 60% of the work</p> <p>iv On completion of 80% of the work</p> <p>v On Virtual Completion</p>	<p>65% of the total fees payable less payment already made at Stages 1 to 5.</p> <p>70% of the total fees payable less payment already made at Stages 1 to 6a.</p> <p>75% of the total fees payable less payment already made at Stages 1 to 6b(i).</p> <p>80% of the total fees payable less payment already made at Stages 1 to 6b(ii).</p> <p>85% of the total fees payable less payment already made at Stages 1 to 6b(iii).</p> <p>90% of the total fees payable less payment already made at Stages 1 to 6b(iv).</p>
<p>Stage 7 On submitting Completion Report and drawings for issuance of completion/ occupancy certificate by statutory authorities, wherever required and on issue of as built drawings</p>	100% of the fees payable less payment already made at various stages and retainer.

4. EFFECTING PAYMENT TO THE ARCHITECT :

5.1 The fee payable to the Architect shall be computed on the actual cost of works on completion. The payment due to the Architect at different stages be computed on the following basis:

5.1.1 At Stage 1 : On rough estimate of cost.

- 5.1.2 At Stages 2 to 4 : On preliminary estimate of cost.
- 5.1.3 At Stages 5 to 6b : Accepted tender cost.
- 5.1.4 At Stage 7 : Actual total cost.
- 5.2 Progressive, on account, payments shall be made by the University to the Architect against any of the above stages based on the quantum of work done during that stage, as may be mutually agreed to between the University and the Architect.
- 5.3 No deductions shall be made from the fee of the Architect on account of penalty, liquidated damages, part rates or other sums withheld from payment or recovered from contractors/ suppliers.

5. UNIVERSITY'S ROLE AND RESPONSIBILITIES :

The University shall discharge all his obligations connected with the project and engagement of the Architect as follows:

- 8.01 To provide detailed requirements of the project.
- 8.02 To provide property lease/ ownership documents.
- 8.03 To provide a site plan, to a suitable scale, showing boundaries, contours at suitable intervals, existing physical features including any existing roads, paths, trees, existing structures, existing service and utility lines and such lines to which the proposed service can be connected. In case such information is not readily available, the University shall arrange for the survey/ collection of necessary information and pay for the same.
- 8.04 To furnish reports on soil conditions and test as required by the Architect or pay for the preparation of the same.
- 8.05 To furnish specific conditions/ Statutory stipulations/ Codes of Practice/Schedule of rates, etc., desired to be followed.
- 8.06 To pay all the fees, levies, security deposits and expenses in respect of statutory sanction.
- 8.07 To give effect to the professional advice of the Architect and cause no changes in the drawings and documents without the consent of the Architect.
- 8.08 To honour Architect's bills within one month of its submission.

6. EXECUTION OF THE ASSIGNMENT :

- 9.01 The Architect shall keep the University informed about the progress of work in his office.
- 9.02 The Architect shall appoint specialized consultants in consultation with the University, if necessary.
- 9.03 The Architect shall be responsible for the direction and integration of the consultants work. The consultants, however, shall be fully responsible for the calculations, the detailed design and periodic inspection and evaluation of the work entrusted to them. The Architect shall, if requested, make available the design calculations.

- 9.04 The Architect will advise the University on the Time Schedule (Bar Chart/PERT/ CPM Network) prepared by the contractors for the completion of work, if required.
- 9.05 The Architect shall supply to the University, free of cost, upto six sets of drawings at different stages.
- 9.06 The Architect shall not make any deviations, alterations or omissions from the approved drawings, involving financial implications without prior consent of the University.
- 9.07 Any professional services to be rendered by the Architect at the instance of the University after the agreed project completion period shall be compensated for on mutually agreed terms.
- 9.08 The Architect shall exercise all reasonable skill, care and diligence in the discharge of his duties and shall exercise such general superintendence and inspection as may be necessary to ensure that works are being executed in accordance with the Conditions of Contract.
- 9.09 No payment shall be for any revision in the drawings, tenders and documents, once approved and shall be required to be made by the Architect.
- 9.10 No change shall be made in the approved drawings and specifications at site without the consent of the Architect.
- 9.11 The Architect will made a visit at the site free of cost, as and when required.

7. TIME SCHEDULE :

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

8. INDEMNIFICATION :

In the event that a claim or suit is brought against the Architect or the Consultants by any third party for damages arising from personal injury or property damage caused wholly by the University, or anyone employed by the University, or anyone for whose acts the University may be held responsible, then the University shall indemnify the Architect and fully reimburse any loss, damage or expenses, including the attorney's fees, which the Architect may incur in connection therewith.

9. OWNERSHIP OF COPYRIGHT :

Architectural design is an intellectual property of the Architect. The drawings, specifications, documents and models as instruments of service are the property of the Architect whether the project, for which they are made, is executed or not. The University shall retain copies of the Architect's models, drawings, specifications and other documents for his information and use in connection with the project. These shall not be used for any other project by the University or the Architect or any other person, except for the repetition as stipulated in the Scale of Charges.

10. TERMINATION OF AGREEMENT :

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

13.2 In the event of Architect's firm closing its business or the University having terminated the agreement, the University shall have the right to employ another Architect to complete the work, after making payment to the previous architect's firm.

11. INTERPRETATION :

In case of any ambiguity or difficulty in the interpretation of the Conditions of Engagement and Scale of Charges, the interpretation of the Council of Architecture shall be final and binding on the Architect and the University.

12. ARBITRATION :

All disputes or differences which may arise between the University and the Architect under "Conditions of Engagement and Scale of Charges" with regard to the meaning or interpretation or matter or things done or to be done in pursuance hereof, such disputes and differences shall be referred for arbitration to the Council of Architecture. The arbitrator shall be appointed by the President, Council of Architecture. The arbitration shall be conducted as per the provisions of the Arbitration and Conciliation Act, 1996. The decision and award of the arbitrator shall be final and binding on the Architect and the University.

13. THIRD PARTY CHECKING:

If required, the proof checking of structural design and calculations will be got done by the University from some other reputed resource. Your Structural Engineer should associate in proof checking and after the proof checking the final structural as well as architectural drawings after incorporating the advice of the Proof checker, be prepared and supplied. The cost of proof checking will, however, be borne by the University. If variation in design calculations is found to be more than 10% the cost of proof checking will be borne by the Architect.

MAHARSHI DAYANAND UNIVERSITY ROHTAK
(‘A’ Grade accredited University by NAAC)

PROFORMA FOR FINANCIAL BID

(TO BE PLACED IN ENVELOPE-II DULY SEALED)

Name of Agency	
Authorized Signatory	
Address	
Telephone No.	
FAX	
E.mail	
Council of Architecture Registration no.	

I / we hereby quote the following rate for architectural work as given in the documents of the University

sr. no.	Name of works	Rate to be quoted by the agency (as % of estimated cost but to be finalized on actual cost)
1.	For new works	
2.	For addition/alteration / renovation works in old buildings	
3.	Furniture / furnishing works	
4.	For external development works	

Taxes if any (like Service Tax, etc.) : _____