

TENDER

GOVERNMENT COLLEGE OF ENGINEERING, KARAD

FOR

APPOINTMENT OF ARCHITECT CUM INTERIOR DESIGNER FOR VARIOUS
WORKS AT GOVERNMENT COLLEGE OF ENGINEERING KARAD, TAL.KARAD,
DIST.SATARA.

Ref: GCEK/BWC/APPOINTMENT/2023/4993

- 9 NOV 2023

ANNEXURE - A : TECHNICAL BID

Government College of Engineering, Karad
[An Autonomous Institute of Govt. of Maharashtra]

NAME OF WORK: APPOINTMENT OF ARCHITECT CUM INTERIOR DESIGNER FOR
VARIOUS WORKS AT GOVERNMENT COLLEGE OF ENGINEERING
KARAD, TAL.KARAD, DIST.SATARA.

E-tender Time Table	
PERIOD OF ONLINE SALE OF BIDDING DOCUMENT	FROM : 09 th November 2023 TO : 22 nd November 2023
LAST DATE AND TIME FOR ONLINE RECEIPTS OF BIDS	22 nd November 2023
COST OF TENDER	Rs. 5,000.00 Non-refundable

Date : 09/11/2023


Principal,
Government College of Engineering, Karad

TENDER NOTICE
GOVERNMENT COLLEGE OF ENGINEERING, KARAD
[An Autonomous Institute of Govt. of Maharashtra]
Vidyanagar, Karad-415 124
Ph: (02164) 272414, 8275706613
email: bwcgcekarad@gmail.com

Title: Appointment of Architect cum Interior Designer for Various Works at Government College of Engineering, Karad, Tal.Karad, Dist.Satara.

Ref: GCEK/BWC/APPOINTMENT/2023/4993

Government College of Engineering, Karad (GCEK) invites tenders for following Appointment of Architect cum Interior Designer for Various Works at Government College of Engineering, Karad, Tal.Karad, Dist.Satara on **percentage basis** from reputed qualified bidders. The interested bidders can apply to <https://mahatenders.gov.in> to purchase blank tender forms along with necessary cost from 09th November 2023 to 22nd November 2023. The last date of submission is 22nd November 2023 upto 5:00 pm as stated in the bid documents. The right to accept or reject any or all offers is reserved by the authority.

Sr. No.	Name of Work	EMD (Rs)	Cost of Bid Document (Rs) [Non Refundable]	Period of Completion in Days
1	Appointment of Architect cum Interior Designer for Various Works at Government College of Engineering, Karad, Tal.Karad, Dist.Satara	2,00,000=00	5,000=00	2 Years Contract

In case of any queries please contact BWC Office hereer [Prof. S. V. Joshi : 8275661104]
The bidders can download the tender documents from website <https://mahatenders.gov.in> and in such cases, while submitting the bid document, the cost of blank tender in the form of DD/Online Payment receipt shall be submitted.

Date : 09/11/2023

Principal
Government College of Engineering, Karad.



INVITATION FOR TENDERS:

Appointment of Architect cum Interior Designer for Various Works at Government College of Engineering, Karad, Tal.Karad, Dist.Satara.

To

Dear Sir,

Sub:- Appointment of Architect cum Interior Designer for Various Works at Government College of Engineering, Karad, Tal.Karad, Dist.Satara.

- 1) You are invited to submit your most competitive tender along with qualification documents for the following works:-

Brief Description of works	EMD	Period of completion
Appointment of Architect cum Interior Designer for Various Works at Government College of Engineering Karad, Tal.Karad, Dist.Satara	Rs 2,00,000	2 Years Contract. Completion period will be mentioned on various work orders under this contract.

- 2) To assist you in the preparation of your tender, we are enclosing the following
- Detailed Bill of Quantities
 - Instructions to Bidders
 - Draft Contact Agreement format, which will be used for finalizing the agreement for this contract.
- 3) You are requested to provide your offer by the date & time indicated in the notice & the tender.
- 4) Please note that bids to be submitted online. Information regarding technical qualification will be published online.
- 5) We look forward to receiving your tenders and thank you for your interest in this project.

Yours Sincerely,

 Sd/
Principal

Govt. College of Engineering,
Karad-415124. Phone (02164) 272414

General Information and Instructions for Bidders

The instruction given herein will be strictly binding on the tenderers. Deviation, if any will make the tender or tenders liable to be considered invalid. Conditional tenders are liable for rejection.

Bids shall be submitted online only at website: <https://mahatenders.gov.in> Manual bids shall not be accepted.

Blank Tender Fee payment:

- Demand Draft of Nationalized /Scheduled Bank only is accepted as Blank Tender fees.
- In the case of blank tender fees is to be paid in NEFT form then name of the Vendor and purpose of transaction (e.g. “XYZ Computers”. payment towards AutoCAD tender) to be clearly mentioned while making NEFT transaction.

Bank details for NEFT:

- Bank Name: HDFC BANK LTD. KARAD (2)
- A/C Name: PRINCIPAL GOVT. COLLEGE OF ENGINEERING KARAD
- A/C no.: 50200001347634
- IFSC Code: HDFC0002692
- Branch Name: BUDHWAR PETH, KARAD

The tenderers shall fill up the Prescribed Format for submission of Technical Bid as per “Annexure-A” format duly signed by the authorized signatory. The person signing the tender document should be authorized for submitting the online e-tender.

The instruction given in “Annexure-B” for “INSTRUCTIONS FOR PARTICIPATING IN e-TENDERS” should be strictly followed during submission of the Bid.

Rejection of Bids: Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection. Conditional tenders will be rejected. Non-compliance of applicable General Information and Instruction will disqualify the Bid.

The tenderers should have Digital Signature Certificate (DSC) for filling up the Bids. The person signing the tender documents should be authorized for submitting the online e-tender.

The Financial Bid shall be filled in and signed by the authorized signatory online as per Proforma “Annexure-F” available at Mahatender’s Portal <https://mahatenders.gov.in>

Offline Financial Bid shall not be accepted.

Tender must be uploaded online by the bidder in two separate covers marked Cover-I and Cover-II. The contents of Cover - I and Cover-II will be as follows:

Cover - I

- I. Technical Bid as per “Annexure - A” format duly filled in and signed by the authorized signatory with official stamp. ii. Copy of certificate of valid registration of Company/Firm duly self-attested with official stamp.
- II. Scanned Copy of the current and valid GST Registration Certificate / PAN card indicating GST Number/ PAN No. duly self-attested with official stamp.
- III. The ‘UNDERTAKING’ of the bidder (as detailed in Annexure-C) duly signed by the authorized signatory with official stamp.
- IV. The ‘Technical Specification’ as detailed in Annexure-D (as a token of acceptance for delivery of materials in accordance to the Corporation’s Specification) duly self-attested with official stamp.
- V. Scanned Copy of General Terms & Conditions as detailed in Annexure-A duly self-attested with official stamp as a token of acceptance.
- VI. Scanned copy of credentials of past experience in such business for last 3 years. ix. Scanned copy of Demand Draft of Rs. 5000/- (Inclusive of GST) toward cost of blank tender copy.

In case the bidder fails to submit any of the documents as stated above, the other part of their tender i.e., ‘Cover- II’ shall not be considered for further download and shall be rejected straightway without any further reference. The Technical Bids and other documents i.e. ‘Cover- I’ will be downloaded and evaluated at the first stage to select the technically capable and competent bidders. At the second stage, Financial/Price Bids i.e. ‘Cover - II’ of only the technically acceptable offers will be downloaded and evaluated for further ranking before awarding the contract. After opening of ‘Cover -I’, if all the bids are found technically unacceptable, the Financial (Price Bid) Bids i.e., ‘Cover - II’ submitted by the bidders against this Tender shall not be opened/downloaded for obvious reasons.

Cover-2

The Financial Bid (as per Annexure-F format) i.e., Schedule of Price Bid in the form of attached BOQ Proforma duly filled in and digitally signed.

The authorities of Government College of Engineering, Karad, who does not bind themselves to accept the lowest tender, reserves the right to reject or accept any or all tenders wholly or partially without assigning and reason whatsoever.

ANNEXURE - B

INSTRUCTIONS FOR PARTICIPATING IN e-TENDERS

Tenderers shall have valid Digital Signature Certificate (DSC) obtained from any Certifying Authorities. In case of requirement of DSC, interested Bidders shall logon to <https://mahatenders.gov.in> and follow the procedure mentioned in the document.

‘Procedure for application of Digital Certificate’.

For any assistance on the use of Electronic Tendering System, the Users may call the following numbers:

Helpdesk No. - 0120-4001 002, 0120-4001 005, 0120-6277 787, 0120-4200 462

e-Tender Portal: - <https://mahatenders.gov.in>

Tenderers shall install the Mandatory Components available on the Home Page of <https://mahatenders.gov.in> and make the necessary Browser Settings provided under section ‘Internet Explorer Settings’

A. Pre-requisites to participate in the Tenders processed by Client:

Registration of bidders on Electronic Tendering System on <https://mahatenders.gov.in>.

The Tenderer interested in participating in the Tenders of Client processed using the Electronic Tendering System shall be required to enroll on the Electronic Tendering System to obtain User ID and password on the <https://mahatenders.gov.in>. Once the ID is generated the Bidder can login into the Tendering portal of Government of Maharashtra. The process of Enrolment is explained in Step.

Registration of New Bidders/Vendor.:

Registration link: <https://mahatenders.gov.in> (or click on “online bidder enrolment” Link at Right side panel)

After submission of application for enrolment on the System, the application information shall be verified by the Authorized Representative of the Service Provider. If the information is found to be complete, the enrolment submitted by the Vendor shall be approved.

The Tenderers may obtain the necessary information on the process of enrolment either from Helpdesk Support Team: may visit the site <https://mahatenders.gov.in>

B. Instructions to the Bidders for the e-submission of the bids online through this tender site: <https://mahatenders.gov.in>

1. Tenderer shall register themselves on <https://mahatenders.gov.in> portal by clicking “Online Bidder Enrolment” and then map Digital Signature certificate.
2. Tenderer shall then login to the site giving user id/ password chosen during registration.

3. The e-token registered shall be used by the Tenderer only and shall not use by any other person.
4. The Tenderers can update well in advance, the documents such as certificates, purchase order details etc., under “My Documents” option and these can be selected as per tender requirements and then attached along with bid documents during bid submission.
5. After downloading/ getting the tender schedules, the Tenderer should go through them carefully and then submit the documents as asked, otherwise, the bid will be rejected.
6. If there are any clarifications, these shall be obtained online through the tender site, or through the contact details. Tenderer shall consider the corrigendum’s published before submitting the bid online.
7. Tenderer, in advance, shall complete the bid documents to be submitted as indicated in the tender schedule and the same shall be in PDF/XLS/RAR/DWF formats. If there is more than one document, they can be clubbed together.
8. The Tenderer shall read the terms and conditions and shall accept the same to proceed further to submit the bids.
9. Tenderer shall read the “Announcements” and “Downloads” section of <https://mahatenders.gov.in> before submitting the Bid.
10. The Tenderer shall submit the tender document online well in advance before the prescribed time to avoid any delay or problem during the submission process.
11. After the bid submission, the acknowledgement number, generated by the e- tendering system shall be printed by the Tenderer and kept as a record of evidence for online submission of bid for that particular tender.
12. The Tender Inviting Authority (TIA) shall not be responsible for any sort of delay or the difficulties faced during online submission of the bid by the Tenderer.
13. The Tenderer shall submit the bid documents online through the site (<https://mahatenders.gov.in>) as indicated in the tender.
14. The tendering system will give a successful bid uploaded message after uploading all the bid documents and then a bid summary will be shown with the bid no, date and time of submission of the bid with all other relevant details. The documents submitted by the Tenderers will be digitally signed using the e-token of the Tenderer. The bid summary shall be printed and kept as an acknowledgement of submission of the bid.
15. The bid summary will be a proof of bid submission for a tender floated and shall also be an entry permit to participate in the bid opening date.
16. Bidder shall log in to the site well in advance for bid submission so that he can submit the bid in time i.e. on or before the bid submission end time. For any delay, due to any issue, bidder alone shall be responsible.
17. The bidder shall ensure that the bid documents submitted are free from virus. If the documents uploaded by the Bidder could not be opened, due to virus, during tender opening. The bid shall be treated as invalid.
18. The time settings fixed in the server and displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders shall follow these time settings during bid submission.
19. The bidder shall logout of the tendering system using the normal logout option available at the top right-hand corner and not by selecting the (X) option in the browser.

20. The bidder shall upload the Technical document in .RAR format single
21. File to upload in Technical Bid and then Price Bid in .XLS format, single file, to upload in "Finance Bid".
22. For any other queries, the bidders can contact e-tender Helpdesk support team: - 0120-4001 002, 0120-4001 005, 0120-6277 787, 0120-4200 462.

PREPARATION OF BID/ TENDERING PROCEDURE

Blank Tender Forms:

Blank tender forms can be downloaded online from the e-Tendering portal i.e. <https://mahatenders.gov.in/> as per the schedule defined in the tender notice.

Language of Bid:

The language of bid shall be English unless otherwise specified.

Cost of Bidding:

The bidder shall bear all costs associated with the preparation and submission of his Bid, and he shall in no case be responsible and liable for those costs regardless of the conduct or outcome of their Bidding Process.

Instructions to Bidders

SECTION –A

1) Scope of works

The Principal, Government College of Engineering, [An Autonomous Institute Govt. of Maharashtra] Vidyanagar, Karad-415 124, (Employer) invites the tenders for Appointment of Architect cum Interior Designer for Various Works at Government College of Engineering, Karad as detailed in the table given below.

Brief Description of works	Period of completion
Appointment of Architect cum Interior Designer for Various Works at Government College of Engineering, Karad, Tal.Karad, Dist.Satara.	2 years from the date of Works Order.

The successful bidder will required to complete the work by the intended completion period specified above.

2) Qualification of the bidder: - The bidder shall provide qualification information which shall include :-

- Works executed as well as under execution, for each year of the last 3 years for works preferably similar in nature of the present work.
- Bidder should be register bidder, registered under Government/ Semi- government organization/ Public undertakings. Reputed Contractors who does not have a formal registration with any government body but having excellent proven work experience in this field can also be eligible.
- Copy of Income tax return for previous 3 years.
- Details of any litigation, current or during the last 3 years in which the bidder is involved, the parties concerned and disputed amount in each case.
- A DD of EMD specified amount, drawn on any nationalized or scheduled Bank, against EMD in the name of “The Principal, Government College of Engineering, Karad” should be deposited with the Technical bid.

3) To qualify for award of the contract the bidder: -

- The BIDDER should be an established Architectural and Interior design consultancy and should possess experience of having successfully completed consultancy works in building Sector as given below during last 5 years.
- Bidder should have Valid Registration with Council of Architecture. Copy of the Registration Certificate valid as on date should be enclosed.
- Institutional or commercial building with minimum size of 50m x 30m in Plan and 15m in height.
- The BIDDER shall have successfully completed in last Five (5) Years similar works of:
- One work of value INR 7 Crores OR

- f) Two works of value INR 4 Crores each
- g) Average annual financial turnover of not less than rupees 45 Lakhs (Consultancy Services only). Bidder to mention turnover of architectural or interior design consultancy only. Turnover of Turnkey projects will not be considered for qualifications.
- h) Profit making entity for at least 3 years in the last 5 years, certified by a registered Chartered Accountant along with balance sheets.
- i) Joint venture / consortia of firms / companies and foreign bidders are not eligible to quote for the tenders.
- j) The bidders are required to upload a page of summarized Balance Sheet (Audited) and also page of summarized Profit & Loss Account (Audited) for immediate last three years.
- k) Financial Soundness Certificate: The BIDDER shall submit solvency certificate, from a Nationalized or scheduled Bank for a value not less than INR 1 Crore, issued on or after the date of publishing of tender.
- l) Completion certificate from the Client certifying completed value, satisfactory completion, commissioning, and successful guarantee tests towards the work order of such project submitted above as proof.
- m) Preference will be given to bidders who are native from the State of Maharashtra.
- n) Even though the bidders are pre-qualified, they are subject to be disqualified if they have: -
 - made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
 - record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or
 - Participated in the previous bidding for the same work and had quoted unreasonably high bid prices and could not furnish rational justification to the employer.
- o) The tenders will be evaluated on techno-commercial basis by giving 30% weight to experience & technical expertise of the contractor & 70% weight to bid price. The formula & evaluation procedure is given in Annexure 2.
- p) Note for Micro & Small Enterprises and Startups: Prequalification criteria specified above shall also be applicable for Micro & Small Enterprises and Startups without any relaxation.

4) Bid price

- a) The contract shall be for the complete work as described in the bill of quantities, drawing and technical specifications.
- b) Corrections, if any, shall be made by crossing out, with signature.
- c) All duties, taxes and other levies involved under the contract shall be included in the total price except Service tax & Octroi. Service tax if any should be quoted separately. Employer will give Octroi exemption certificate(s) to the bidders if required.
- d) The rates quoted by the bidder shall be fixed for the duration of the contract and shall not be subject to adjustment on any account.

- e) The rates should be quoted in Indian Rupees.
- f) The bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible & liable for those costs.
- g) The Bidder, at the Bidder's own responsibility and risk & cost, is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the Works.

5) Submission of Tenders

Tenders are accepted by E-tendering procedure as per Government of Maharashtra at <https://mahatenders.gov.in>

Tender Forms can be purchased from the E-tendering Portal of Government of Maharashtra i.e. <https://mahatenders.gov.in> after paying Tender Fees.

Each bidder shall submit only one tender. Submission of more than one tender by the same bidder shall automatically lead to disqualification of the bidder.

The tender submitted by the bidder shall comprise the following in two different Online envelopes: -

- Part 1: Technical Bid: Qualification documents along with EMD
- Part 2: Commercial bid.

6) Validity of Tenders

Tender shall remain valid not less than 45 days after the deadline date specified for submission.

7) Opening of Tenders

Tenders will be opened by Authorized Personnel of Government College of Engineering, Karad.

Information relating the evaluation of tenders & recommendations for the award of contract shall not be disclosed to bidders or any other persons not officially concerned with the process until the award to the successful bidder is announced.

8) Evaluation of Tenders

The owner will evaluate & compare the tender determined to be substantially responsive i.e. which

- a) Meet the technical qualification & evaluation criteria specified.
- b) Are properly signed

- c) Conform to the terms and conditions, specification & drawing without material deviations.
- d) Government College of Engineering, Karad has right to disqualify all or particular bidder during bidding process and disqualified bidder will not be provided with any justification.

9) Award of contract

The Employer will award contract to the bidder whose tender has been determined to be substantially responsive and who meets the specified qualification criteria and has scored the maximum points in evaluation system.

Notwithstanding the above, the Employer reserves the right to accept or reject any tenders & to cancel the bidding process and reject all tenders at any time prior to the award of contract, without giving any reason thereof.

10) Performance Security

Within 15 days of receiving letter of acceptance, the successful bidder shall deliver to the Principal, Government College of Engineering, [An Autonomous Institute of Govt. of Maharashtra], Vidyanagar, Karad - 415124, the performance security (Either a bank guarantee or a bank draft in favour of the employer) for an amount equivalent of 5% of the contract price. The performance security shall be valid till the expiry of the period of maintenance of the work.

11) Special Conditions

1. For Technical data / detail & specifications if in doubt/ unclear/ mismatch, the same are to be clarified with the Principal, Government College of Engineering, Karad.
2. Principal GCEK/ employer reserves the right to call explanations from any bidder regarding the calculations/ clarifications on any details. They may also visit the office of the bidder/ various works carried out by him. The necessary Cooperation in this regard is envisaged from the bidder.
3. The bidder is responsible for the due & proper execution of all the works as per terms & conditions stipulated under this Contract. The responsibility of performance will be with the Bidder.
4. The Principal GCEK/ their representatives shall have access to the office/ working facilities of the bidder so as to assure themselves of the quality of the works.
5. The successful Bidder shall submit a detailed bar chart within 7 days of award of work.
6. The Principal GCEK/ employer reserves the right to split the items and scope of work without assigning any reason thereof.
7. In case of any controversy, the decision of the Principal GCEK/ employer shall be final & binding on bidder.
8. Verbal instructions given by the Principal GCEK, if any, will be confirmed in writing by the bidder within 7 days & before execution thereof.
9. At least one engineer of the bidder, capable of understanding all the technical points & act accordingly, should be available on site as and when requested.
10. The bidder along with his technical staff should be present at site at the time of site- visit

& whenever needed.

11. In case of conflict in specifications or terms, between tender, drawings, general engineering practice, national & international codes, more stringent among all will be applicable.

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ANNEXURE - C

Notarized Affidavit (On Rs.100/- Stamp Paper)

NAME OF WORK : APPOINTMENT OF ARCHITECT CUM INTERIOR DESIGNER FOR VARIOUS WORKS AT GOVERNMENT COLLEGE OF ENGINEERING KARAD, TAL.KARAD, DIST.SATARA.

I age

address..... (Authorized signatory to sign the contract), hereby submit, vide this affidavit in truth, that I am the owner of the contracting firm..... / authorized signatory and I am submitting the documents in envelope no.1 for the purpose of scrutiny of the contract. I hereby agree to the conditions mentioned below:-

1. I am liable for action under Indian Penal Code for submission of any false / fraudulent paper / information submitted in envelope no.1.
2. I am liable for action under Indian Penal Code if during contract period and defect liability period, any false information, false bill of purchases supporting proof of purchase, proof of testing submitted by my staff, subletting company or by myself, I will be liable for action under Indian Penal Code.
3. I am liable for action under Indian Penal Code if any papers are found false/ fraudulent during contract period and even after the completion of contract (finalization of final bill).

(Signature of bidder)

(Seal of company)

(To be supplied by the bidder along with bid document)

1.1) Principal place of business :- _____

Power of attorney of signatory of Tender.
(***Attach attested Xerox copy***)

1.2)	Total value of Works Executed in the last Three years (in Rs. Lac)	2020-2021	_____
		2021-2022	_____
		2022-2023	_____

1.3) Work performed as prime contractor (in the same name) on works of a similar nature over the last three years.

Project Name	Name of Employer	Description of work	Contract no.	Value of contract (Rs. Lac)	Date of issue of work Order	Stipulated period of completion	Actual date of completion	Remarks explaining reasons or delay & work completed
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Information about Existing commitments and on - going works:-

Description of work (1)	Place & state (2)	Contract No. & date (3)	Value of contract (Rs. Lac) (4)	Stipulated period of completion (5)	Value of works * Remaining to be completed (Rs. Lac) (6)	Anticipated date of completion (7)
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* Enclose a certificate from respective Owner / Architect / Consultant

Use the separate sheet if required.

In case of subcontractors for any of the work, submit the above information for all the subcontractors in separate sheets.

1.4) Proposed subcontracts & firms involved in the present work.

Sections of the works	Value of sub-contract	sub- contractor (name & address)	Experience in similar work
*	*	*	*
	*	*	
*	*	*	*
	*	*	
*	*	*	*
	*	*	

1.5) Evidence of access to financial resources to meet the requirements of working capital: cash in hand, lines of credit, etc. List them below & attach copies of support documents.

1.6) Name, address, & telephone, telex, & fax. No. of the bidder's bankers who may provide references if contacted by the Employer.

1.7) Information on litigation history in which the bidder is involved.

Other Part(ies)	Employer	Cause of dispute	Amount involved	Remarks showing present status

Government College of Engineering,

[An Autonomous Institute of Govt. Of Maharashtra]

Vidyanagar, Karad – 415 124

Ph: (02164) 272414, 8275706613

Dated : _____

To : _____ (Name and address of the Bidder)

Dear Sirs,

This is to notify you that your Tender dated _____ for execution of the _____ for the contract price of Rupees _____ (Amount in words & figures), is hereby accepted by us.

You are hereby requested to furnish performance security for an amount of Rs. _____ (Equivalent to 5% of the contract price) within 15 days of the receipt of the letter. The performance security in the form of Bank guarantee or a Bank draft in favour of Principal, Government College of Engineering, Karad, shall be valid till the expiry of the period of maintenance i.e. upto _____. Failure to furnish the performance security will entail cancellation of the award of contract.

You are also requested to sign the agreement from & proceed with the work not later than _____ under the instruction of the engineer, _____ & ensure its completion within the contract period.

With the issuance of this acceptance letter & not furnishing the performance security, within specified time frame, contract for the above said work stands cancelled.

Yours faithfully,

Principal,
Government College of Engineering,
Karad

ARTICLES OF AGREEMENT

- 1) This deed of agreement is made in the form of agreement on _____ day _____ month _____ 20_____, between _____ (the referred to as the **first party**) and _____ (Name of the Bidder), S/O _____ resident of _____ (hereinafter referred to as the **second party**), to execute the work of _____ (hereinafter referred to as works) on the following terms & conditions.

2) Cost of contract

This is a **Percentage Rate Contract**. Percentage rates quoted by BIDDER shall be applicable for period of Two Years from the date of agreement of this contract. The contract can be terminated at any time at the discretion of the Government College of Engineering, Karad with one month's notice without assigning any reason during the contract period.

3) Payments under its contract:

Payments to the second party for the construction work will be released by the First party in the following manner: -

On delivery of all the equipment's & materials, mobilization of manpower at site, 40 % of total amount, on pro-rata basis. Min bill amount should not be less than Rs 2,00,000.00	:	As per the certified bill of the bidder based on the measurements along with certification of completion to the satisfaction by the First Party
On completion of the work & submission of the completion report approved by the client (i.e. final Bill)	:	As per the certified bill of the bidder based on the measurements along with certification of completion to the satisfaction by the First Party

4) Payment will be made by the first party:

- On the second party submitting an invoice for an equivalent amount along which the certified copy of the bill of quantities & measurements.
- On certification of the invoice by the engineer nominated by the first party with respect to quality of works in the format Annexure - 1; and

5) Notice by bidder to Engineer

The second party, on the works reaching each stage of construction, issue a notice to the first party or the Engineer nominated by the first party (who is responsible for supervising the contractor, administering the contract, certifying the payment due to the contractor, issuing & valuing variations to the contract, awarding extensions of time etc.) to visit the site for certification of the stage completion. Within 15 days of the receipt of such notice,

the first party or the bidder nominated by it, will ensure issue of stage completion certificate after due verification.

6) Completion time

This **percentage rate contract** is for two years from the date of this Agreement. Completion time of works shall be as defined in various work orders under this contract. In exceptional circumstances, the time period stated in this clause may be extended in writing by mutual consent of both parties.

7) If any of the compensation events mentioned below would prevent the work being completed by the intended completion date, the first party will decide on the intended completion date being extended by a suitable period :

- a. The first party does not give access to the site or a part thereof by the agreed period.
- b. The first party orders a delay or does not issue completed drawing, specifications or instructions for execution of the work on time.
- c. Ground conditions are substantially more adverse than could reasonably have been assumed before issue of letter of from information provided to second party or from visual inspection of the site.
- d. Payments due to the second party are delayed without reason.
- e. Certification for stage completion of the work is delayed unreasonably.

8) Any willful delay on the part of the second party in completing the construction within the stipulated period will render him liable to pay liquidated damages. @ 0.5 % of the total work value per week, which will be deducted from payment due to him. The first party may cancel the contract and take recourse to such other action as deemed appropriate once the total amount of liquidated damages exceeds 5% of the contract amount.

9) Duties & responsibilities of the first party

a) The first party shall be responsible for providing regular & frequent supervision & guidance to the second party for carrying out the works as per specifications. This will include written guidelines & regular site visit of the authorized personal of the first party.

b) The Second party shall submit 4 sets of drawing, specifications & guidelines to the first party for the proposed work.

c) Possession of the necessary documents, sketches etc will be handed over to the second party within 10 days of signing of the agreement.

d) The engineer or such other person as may be authorized by the first party shall should

meeting once in a week where a second party or his representative will submit the last information including progress report & difficulties if any, in the execution of the work. The whole team may jointly inspect the work on a particular day to take stock of activities.

10) Duties & Responsibility of the second party.

The second party shall:

- a) Take up the works & arrange for its completion within the time period stipulated in clause 5;
- b) Employ suitable skilled persons to carry out the works;
- c) Regularly supervise & monitor the progress of work;
- d) Abide by the technical suggestions / direction of supervisory personal including engineers etc. regarding building construction;
- e) Be responsible for bringing any discrepancy to the notice of the representative of the first party & seek necessary clarification;
- f) Ensure that work is carried out in accordance with specifications, drawing & within the total of the contract amount without any cost escalation;
- g) Keep the first party informed about the progress of work;
- h) Maintain necessary insurance against loss of material/ cash etc. or workman disability compensation claims of the personal deployed on the works as well as third party claims.
- i) Pay all duties, taxes and other levies payable by subcontracted agencies as per law under the contract (First party will effect deduction from bill in respect of such taxes as may be imposed as may be under the law)

11) Securities

The Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a bank or surety acceptable to the Employer, and denominated in Indian Rupees. The Performance Security shall be valid until a date 28 days from the date of expiry of Defects Liability Period [1 Year] and the additional security for unbalanced bids shall be valid until a date 28 days from the date of issue of the certificate of completion.

12) Termination

- 12.1) The Employer may terminate the contract if the other party causes a fundamental breach of the contract.
- 12.2) Fundamental breaches of contract include, but shall not be limited to the following

- (a) The bidder has stopped the work for 15 days & stoppage has not been authorized by the engineer.
- (b) The bidder has become bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (c) The engineer gives notice that failure to correct a particular defect is a fundamental branch of contract & the contractor fails to correct it within a reasonable period of time determined by the engineer.
- (d) The bidder does not maintain a security which is required;

12.3) Notwithstanding the above, the Employer may term the contract for convenience.

12.4) If the contract is terminated the contractor shall stop work immediately, make the site safe & secure & leave the site as soon as reasonably possible.

13) Payment upon Termination

13.1) If the bidder is terminated because of a fundamental branch of contract by the bidder, the engineer shall issue a certificate for the value of the work done less advance payment received up to the date of the issue of the certificate, less than other recoveries due in terms of the contract, less taxes due to deducted at sources as per applicable law.

13.2) If the contract is terminated at the Employer's convenience, the engineer shall issue a certificate for the value of the work done, the responsible cost of removal of equipment, repatriation of the contractor's personal employed solely on the works & the contractor's costs of protecting & securing the work & less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract & less taxes due to be deducted at source as per applicable law.

14) Dispute settlement

If over the works, any dispute arises between the two parties, relating to any aspects of this Agreement, the parties shall first attempt to settle the dispute through mutual & amicable construction.

In the event of agreement not being reached, the matter will be referred for arbitration by a sole Arbitrator not below the level of retired Superintending Engineer, PWD to be appointed by the first party. The Arbitration will be conducted in accordance with the Arbitration & Conciliation Act 1996. The decision of the Arbitrator shall be final & binding on both the parties.

Annexure 1

Format of certificate

Certificated that all the works as given in the bill for payment in respect of construction of _____ at _____ have been executed in accordance with the approved drawing & technical specifications & directives from the Engineer-in-charge.

Signature
Name & designation
(Official address)

Place:
Date:

Office seal

Annexure 2

A. Selection Process:

The selection process will be Quality & Cost-Based Selection (QCBS) and will encompass a two-part evaluation viz., (a) Technical and (b) Financial by the Evaluation Committee specifically constituted for the purpose. Evaluation by QCBS will be based on weighted average of the scores of Technical (30 %) and Financial Bids (70 %).

B. Technical Evaluation:

(1) Technical Bid will be evaluated by the Committee based on the point system on the following parameters:

	<i>Maximum Points</i>
i. General background and overall credit / Profile of the Bidder <i>(Threshold: Minimum 10 years: 4 points and 1 addl. point for every addl. year, limited to max. 6 points)</i>	10
ii. Average turnover from execution of work by the agency during the last 3 years <i>(Threshold: Rs. 1 Cr.: 4 points and 2 addl. points for every addl. Cr. of turnover, limited to max. 16 points)</i>	20
iii. Relevant Experience in execution of projects of Auditorium in the past three years for Complete & under construction projects <i>(Threshold: 1 project of Minimum 500 capacity: 10 points and, 2 addl. points for Every 150 additional seating Capacity, limited to max. 30 points).</i>	40
iv. Manpower commitment, dedicated team and team leader comprising experts. Standards, credential and Certification, prize , awards, etc. The team comprises like , project engineer, design consultant, quantity surveyor, electrical, fabrication, etc. <i>(Threshold: Min. 4 : 16 points and 3 addl. points for every addl. Expert/ credential, limited to max. 14 points)</i>	30
Total Points	<u>100</u>

The Evaluation Committee will award points for each of the above parameters. A minimum score of 70 in the Technical Bid will be required to qualify for opening of Financial Bid. The decision of the Evaluation Committee on short listing the bidders, who qualify technically, will be final & binding on all bidders.

C. Financial Bid Evaluation:

The financial bids of only those bidders, who qualify technically, will be opened and evaluated by the Evaluation Committee. Financial evaluation will be based on maximum 100 points. Lowest Financial Bid will be awarded 100 points. Points for higher bids will

be reduced on pro-rata basis with reference to the lowest bid. An illustration of financial score is given below:

Details	Max. points	Bidders		
		1	2	3
Bid amount	-	40	50	60
Maximum points	100			
Points		100	80	67

Note: The decision of the Evaluation Committee will be final and binding on all the Bidders.

D. Final Selection:

The final selection of the successful bidder will be Quality and Cost Based Selection. For this, both the scores in the technical bid as well as financial bid will be combined to form the basis for final selection. The combined score will consider 30 % weightage for technical competency and 70 % for financial bid. An illustration of the combined score is given below:

Details	Weightage	Bidders		
		1	2	3
Technical score	30 %	65	70	75
Financial score	70%	100	80	67
Combined score (weighted average)		89.5	77	69.4

The top combined score will be the basis for selection of the successful contractor.

E. Post Selection

- (i) The decision of the Evaluation Committee on the technical / financial evaluation will be final. Financial bids of the unsuccessful bidders will be returned unopened.
- (ii) The selected Bidder will be required to enter into a suitable agreement with the Government College of Engineering, Karad.

ANNEXURE - E
SCOPE OF WORK

Subject: Appointment of Architect cum Interior Designer for Various Works at Government College of Engineering, Karad.

As per above mentioned subject, you are requested to submit your proposal offer to render the Architectural, interior designing and Engineering Services as mentioned below.

Scope is divided in main sections as below -

1. Architectural and structural designing
2. Interior Design
3. MEP design consultancy

PART 1.

ARCHITECTURAL & STRUCTURAL DESIGN SERVICES:

As certain client's requirement, both technical & nontechnical, examine the site contours / constraint & study the project as a whole.

- **Stage 1-**
 1. Master planning of complete plot area to be done & considerations for various planning phases.
 2. Prepare planning for this phase considering future expansion if any.
 3. After general approval to the Layout planning, Prepare building plan of structures, schematic key elevations / sections,
 4. Conceptual proposals considering requirements, detailed program, alternatives till satisfactory approval for discussions, block estimates along with 3D views, will be prepared followed by joint discussion to finalize the design.
- **Stage 2-**

After the basic architectural design is approved by the client,

 1. Prepare preliminary architectural drawings for approval from client.
 2. Preparation and submission of Authority submission drawings for plan sanctions from respective govt. department.
 3. Statutory approvals such as local government, fire NOC, Airport authority NOC if any required shall be in bidder scope of work.
- **Stage 3-**
 1. General specifications and or Sample approvals from client, sufficient to prepare the estimate / BOQ Tender.

2. Prepare RFQ for PEB vendors, if it's a steel structure.
3. Preparing and executing procedure Prequalification of contractors.
4. Prepare the tender documents in discussion with client.
5. Assist client in technical evaluation of the contractor and technical negotiations.
6. Assist client to issue W.O. and P.O. for contractors and vendor/suppliers.

- **Stage 4-**

1. Preparation of general working drawings - civil and structural, to start the construction.
2. Since we are going for RCC building prepare detail RCC structural drawings and calculations.
3. If client wishes to go with PEB, Approve GA drawings submitted by PEB vendor
4. After getting final GA drawings and reactions from PEB vendor prepare foundation drawings. (Stability certificate for PEB shall be produced and submitted from the PEB party)

- **Stage 5- During Execution**

1. Prepare detail working drawings and finishes drawings.
2. Prepare all detailed working drawings such as Door-Window details, raining, Toilet Detail, Drainage, plumbing detail layouts etc.
3. Approve cladding and glazing GA drawings submitted by vendor.
4. Design & prepare working drawings for other civil works such as Underground water tank, STP, WTP, ETP details etc.
5. Review shop drawings submitted by contractor before execution.
6. If required, review BBS (bar bending schedule) submitted by contractor.
7. Design and prepare drawings for various machine foundations if required.

- **Stage 6-**

1. For documentation submit a set of all record drawings (with details received from contractor).

PART 2 INTERIOR DESIGN SERVICES

As certain client's requirement, after site visit prepare layout plans for interior, renovations, repairs of any civil or furniture work.

- **Stage 1-**

1. Preparation conceptual lay-out plans in alternatives for interior, furniture, modification of existing internal work ,block estimates till satisfactory acceptance from client along with 3D views considering needs, requirements and budget of particular project.
2. After general approval to the Layout planning, Prepare interior detailed working drawings for civil changes, furniture and interior work.

- **Stage 2-**
 1. General specifications and or Sample approvals from client, sufficient to prepare the estimate / BOQ Tender.
 2. Prepare shop drawings for submitting factory for modular furniture production.
 3. Preparing and executing procedure Prequalification of contractors.
 4. Floating the tender documents on behalf of client.
 5. Assist client in technical evaluation of the contractor and technical negotiations.
 6. Assist client to issue W.O. and P.O. for contractors and vendor/suppliers.
- **Stage 4-**
 1. Preparation of detailed working drawings - civil and furniture with electrical, false ceiling etc., to start the project.
- **Stage 5- During Execution**
 1. Prepare detail working drawings and finishes drawings.
 2. Prepare all detailed working drawings including all required services for that particular project.
 3. Approve cladding and glazing, drawings submitted by vendor.
 4. Review shop drawings submitted by contractor before execution.
- **Stage 6-**
 1. For documentation submit set of all record drawings (with details received from contractor).

PART 3. MEP DESIGN SERVICES:

A. Electrical works:

Based on machinery layout and loading requirements given, prepare -

1. Load calculation and single line and control wiring diagram.
2. Power, earthing and lightening protection layout.
3. Cable schedule and layouts, cable trays/trenches layout.
4. Lighting layout for the whole Building including lighting for yard structures, street lighting. No Office lighting considered in this cope.
5. Specs of LT, equipments, distributions panels, lighting fixtures, etc.
6. Emergency power supply and distribution system including internal provision in main switchgear to switch over to emergency power.
7. Detailed design drawing and specifications.
8. Data networking, CCTV, Access Control, IT & BMS design is not considered in this scope.

B. Air-Conditioning and Dust Control :

1. Preparation of standards for the project as per the requirement.
2. Calculate ventilation and atmospheric control requirements of various areas including air change, humidity and temperature requirement.
3. Heat load calculations.

4. Working out the AC system details for office or other specific areas. Take approval from client on the same after making modifications as desired by the client.
5. Selection of equipment of right size.
6. Prepare detailed drawings and designs for ducting/equipment/piping, etc. to finalize bill of materials, specifications, etc.
7. MTO of ducting, piping and ventilation/humidification/air conditioning equipment.

C. Fire Protection, Rain Water Drain & Water Supply :

Fire Fighting Systems / surface water drain systems along with RWH.

1. Work out interdependency of the various system & relation to the civil structure and statutory requirements.
2. Based on the basic requirements of firefighting system and statutory requirements, an optimized scheme to be worked out. External fire hydrant design and internal sprinkler system are considered in this offer.
3. Prepare pipe layout for fire, Drainage and storm water.
4. Prepare BOQ/estimate for piping work
5. Prepare vendor list appropriate for the job.
6. Prepare structural and civil load data, drawings for inserts, cut outs etc.

SITE VISITS DURING EXECUTION STAGE: -

1. During execution, Project Architect / Project engineer will visit the site fortnightly or as per site requirement to ensure that the work is being carried out as per the drawings and specifications or as demanded by client.
2. Co-ordinate with all consultants and contractors appointed by client.
3. Issue quality control instructions until virtual completion of works.
4. Site visit charges, as per call basis, are included in the scope of work. There will not be any additional travelling charges paid to Architects or their agencies.

FINANCIAL TERMS: -

1. Fees and mode of payment for architectural and engineering consultancy is as per **Annexure - 'I'**
2. Fees to be calculated on percentage (%) basis on total project expenses excluding GST.
3. #Actual Project Expenses for Arch. and Engineering works: - This cost includes cost of Labour, materials OR the cost of the final bill of the contractor exclusive of taxes such as GST etc. plus the cost of the material supplied by the owner if any, plus the cost of the works done by the owner if any.
4. No deduction shall be made from the fees of the Architect on account of penalty, liquidated damages, part rates or other sums withheld from the Contractors.
5. Fees shall be paid as Annexure I after deduction of applicable taxes.
6. We anticipate completing this project max. within **24 Months'** time from appointment of Architect. However if the project is extended beyond the said period, we shall be paid an increment in fees at 10% on the outstanding amount per annum.

7. Secondly if there are any major changes in the concept design after finalization of detail drawings/sanction plans etc. charges for such changes will be considered up to the last billed stage. If the agreement is discontinued at certain point, charges shall be paid up to that stage which is completed.
8. Payment to be made within one month from the date on the bill.

SUBMISSION: -

- Four exterior 3D views of building.
- Submit FOUR sets of submission drawings in larger format.
- Submit FOUR sets of working drawings during construction, in larger format.
- As built drawing for all services- hardcopy of glazing works and MEP services will be submitted by contractor which will be approved by bidder before handing over to client. (One in hard copy and soft copy of all.)

EXCLUSIONS:

1. Contour survey / Soil Investigation survey, water table survey etc.
2. Any other services if required but not covered in above.

ANNEXURE - 'I'

• PROFESSIONAL FEES FOR PART 1&2- ARCHITECTURAL & ENGINEERING SERVICES -

1. Your professional fees for the above-mentioned services would be @ % of the “actual Project Expenses for Architectural, Structural and MEP works” of the works involved (such as civil, structural, site development, Electrical, firefighting, HVAC, compressed air and other utilities in bidder scope exclusive of taxes)
2. The GST would be charged extra as applicable as per govt. rules.

Owner

Architect

Sr. No.	Stages of payment	Percentage Fees
0	Advance along with PO / acceptance of bidder offer, It shall be deducted from stage 8 on pro-rata basis.	Nil
1	Approval of Architecture drawings	10%+ GST
2	Preparation of submission drawings for statutory bodies	10%+ GST
3	Against BOQ/ Tender for site development work	10%+ GST
4	Against preparation of BOQ/ Tender for Civil works	10%+ GST
5	Against preparation of BOQ/ Tender for MEP works	7.50%+ GST
6	Issue of civil working drawings to start of construction	10%+ GST
7	Issue of MEP working drawings to start execution	7.50%+ GST
8	During construction. To be paid in 3 equal stages of 10% each. a) Up to plinth level b) Superstructure with cladding roofing c) After MEP services	30%+ GST
9	After completion of the project & As built Drgs.	5%+ GST

Endorsed

Date