**INVITATION OF EXPRESSION OF INTEREST**

**FROM**

**CONSULTANCY FIRMS FOR PROVIDING**

**CONSULTANCY WORK**

**FOR CONSTRUCTION & RENOVATION OF VARIOUS WORKS**

**AT BIT JAIPUR CAMPUS**

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The last date of submission of bids is 27.06.2024

**OFFICE OF THE REGISTRAR**

Birla Institute of Technology

Mesra, Ranchi, (Jharkhand)- 835 215

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Ref No.: EOI/DOIP/JPR/24-25/04 Date: 18.06.2024

**INVITATION OF EXPRESSION OF INTEREST FROM CONSULTANCY FIRMS FOR PROVIDING CONSULTANCY WORK FOR VARIOUS CONSTRUCTION WORK AT JAIPUR CAMPUS**

BIT Mesra, established in 1955, is a premier Technical Institute and deemed University u/s 3 of UGC Act, 1956, with its registered office located at Mesra, Ranchi-835215 (Jharkhand). More details about the Institute may be seen at our website “www.bitmesra.ac.in”

1. **PRESENT REQUIREMENT**

BIT Mesra, Ranchi is planning for some Construction works at its campus at Jaipur situated at following address:

*Birla Institute of Technology, Mesra*

*(A Deemed to be University )*

*Off-Campus Jaipur,*

*27, Malviya  Industrial Area,*

*Jaipur-302017, Rajasthan*

**The list of works is as follows**:

1. Preparation of master Plan for next 20 years and as per latest guidelines of the RIICO.
2. Construction & Expansion works:
3. Vertical expansion of Block B of Academic building including additional staircase – Area approx. 20,000 Sft.
4. Construction of Hostel Blocks ( Boys’ & Girls’) - Area approx. 53,650 Sft.
5. Construction of Main Gate
6. Expansion of Existing Canteen
7. Renovation works (renovation of some utilities facilities) :
8. Shed over existing badminton court
9. Store room for electrical maintenance
10. Utility room over Tank
11. Stage roofing and flooring
12. Renovation of boundary wall etc.

**This project will cover the Design Consultancy Services for the above mentioned works.**

*The Bidder, at the Bidder’s own responsibility and risk 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 an agreement. The costs of visiting the Site shall be at the Bidder’s own expense. The contact person at the campus will be the Director of BIT Jaipur campus (Mob. 9868375962).*

1. **Role as a Consultant, is to provide comprehensive Architectural and Engineering Design Consultancy, and all necessary detailing & documents for all requirements, including but not limited to the following:**
2. Preparation of Master Plan for next 20 years and detailed survey report of the campus as per latest guidelines and with the coordination of the RIICO.
3. To obtain building completion plan from Local Authority, if necessary.
4. Soil testing of the campus including bearing capacity and Preparation of soil testing report and submit to the client
5. To provide Technical report on feasibility of vertical expansion/ renovation.
6. Preparation & providing conceptual design drawings & views for Approval from BIT Authority
7. Post receipt of approval from BIT Authority, preparation and providing design basis document.
8. Architectural design drawings detailing and finishes, including 3d views.
9. Structural design and detailing including providing all load calculations, design calculations of all structural members & analysis model file (STAAD/ETABS/any other).
10. Service(Internal as well as their external connection) Design, Drawings & Details, as applicable for the type of building:
	* 1. PHE detailed design including design of integration with existing system (includes design for Rainwater harvesting systems etc.)
		2. Electrical (both internal and external) design
		3. Heat load calculations.
		4. Comprehensive design for IT/AV/ICT – LV design.
		5. Comprehensive Infrastructure planning for IT enabled services, automation, network, and intercom etc.
		6. Any other drawings as per Site requirement.
11. Working Drawings & Details including general arrangement drawings, Reinforcement detail drawings, bar bending schedule etc.
12. Before the start of execution, provide Good for Construction (GFCs) drawings duly stamped and signed by the Architect/Engineer. (Hardcopy -6 sets in legible scale) and Soft Copy in AutoCADD.
13. Interior design including detailed layouts, material specification and 3d views.
14. **Preparation of Submission drawing & document and liasoning with Local authority for Statutory Approval including fire authority in Jaipur.**
15. Preparation of documents for GRIHA rating. For GRIHA, if required, the Consultant shall ensure that their drawings are compliant in all respect, so as to get GRIHA (Star rating).
16. Preparation of item-wise details of the specification, schedule of quantities, and estimate of cost.
17. Preparation of Detailed tender drawings and draft tender document with Bill of Quantities.
18. Immediate Site Development drawing and detail.
19. Immediate Landscape design, including surface treatments, detailed design inputs, hardscape, and softscape.
20. Approve samples of various elements and components.
21. Check and approve shop drawings submitted by the contractor/ vendors.
22. Periodic Supervision of works by competent Architect and/or Engineer as per requirement for smooth execution of the project, revision of design & drawing, if any.
23. Submission of completion report along with as-built drawing to BIT Mesra with Cad file of the as-built plan in six sets of hard copies and soft copy in Autocad. The consultant shall ensure the completeness of the work in all respects.

**Note: The ARCHITECT shall not make any deviations, alterations or omissions from the approved drawings without prior consent of the Client.**

1. **CODES & LANGUAGES TO BE USED**

The design works shall follow the latest Indian Standard code of Practices and NBC 2016 and other regulations, health and safety guidelines as well as Local building Guidelines as applicable including all the instructions and procedures as mentioned in there. Language of documents/drawing/communication will be English.

1. **PROFESSIONAL FEES:**

The said professional fees shall be Lump Sum in Rupees (not in percentage) plus GST for:

* 1. **Consultancy work : ………………………..+ GST**

 **(Please mention fee for services as Lump sum amount)**

It will be revised proportionally in case of area increase when there is a deviation of more than ± 10% in terms of area.

* 1. The fees will be paid an approved lump sum fees as per the agreement. The fee for the above project shall remain unchanged for the present scope of work even if total cost of the project increase/ decrease subsequently except variation (more than 10%) in total built up area.
	2. Any expenses related to travel to Ranchi/ Jaipur for the project requirements after due approval from BIT Mesra will be reimbursed as per mutually agreed terms limited to 5% of the consultancy fee.

Apart from travel expenses, no out-of-pocket expenses will be reimbursed separately.

* 1. Taxes : After making any statutory tax deduction at source, payment shall be released by the owner within Thirty Days from the date of submission of the invoice by the Service Provider.
	2. Price Escalation: No price escalation shall be paid under this Agreement, except for the variation in the area mentioned as above.
1. **PERIODIC SUPERVISION**

Visit the site of work, at intervals mutually agreed upon monthly visit & as per site requirement during the initial phase of implementation, to inspect and evaluate the works andwhere 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 drawings and keep the Client informed and submission of Audit report containing advice on actions, if required.

1. **Schedule of Payment for Consultancy work:**

The Architect shall be paid a professional fee (Total Fees Payable - ………………. + GST) in the following stages consistent with the work done plus other charges and reimbursable expenses as agreed upon:

| **Stages of Payment** | **Particulars** |
| --- | --- |
| * + - 1. Retainer

On appointment/ Signing of Agreement/ acceptance of offer. | 5% of the total fees payable |
| * + - 1. Submission of detailed survey report and soil investigation report. On preparation of Master plan and approval from the client.
 | 10% of the total fees payable. |
| * + - 1. Completion of Preliminary Scheme & Prelim Estimates, Submission of Drawings for Approval by Client,
 | 10% of the total fees payable  |
| * + - 1. On Approval of Submitted Drawings by Client and after obtaining the approval from the local authority.
 | 10% of the total fees payable |
| * + - 1. Upon preparation of working drawings, specifications and BOQ sufficient to prepare estimate of cost and preparation of draft tender documents
 | 10% of the total fees payable  |
| * + - 1. On inviting, receiving and analyzing tenders; advising Client on the appointment of contractors. On submitting working drawings and details required for commencement of work at site.
 | 5% of the total fees payable  |
| * + - 1. During Construction

(Completion of Physical work will be equivalent to the bill of the Contractor) | 40% of the total fees payable  |
| * + - 1. On submitting Completion Report and drawings for issuance of completion/ occupancy certificate by statutory authorities, wherever required, and on the issue of as-built drawings
 | 5% of the total fees payable plus retention Money of 5% of Total Order Value, after adjustment, if any. |
| * + - 1. After defect liability period of 12 months from the date of completion of work
 | 5% of the total fees payable, Plus retention Money deducted |

**NOTE:**

* **All the relevant documents and drawings must be submitted in hard copy as well as in soft copy in PDF and AutoCAD. As built Drawing must be submitted in AutoCAD.**
* **The variation in BOQ should not be more than ±5%.**
1. **Other Terms and Conditions:**
2. It shall execute the Services strictly in accordance with the terms and conditions of this Agreement, and in so doing shall exercise all reasonable skill care and diligence as may be expected of a properly qualified and competent Consultant experienced in providing services equivalent to the Services as per present market conditions;
3. It shall perform the Services in accordance with all relevant statutory requirements in force at the date at which the Services are performed;
4. The Consultant shall conduct themselves in accordance with Owners high ethical standards and in compliance with all applicable laws including without limitation local and international laws prohibiting bribery and other forms of corruption. The Consultant undertakes that they (including their respective officers, directors, employees and agents) will not directly or indirect through any third party or person pay, offer, promise, or authorize payment of, any monies or anything of value to any official with the intent or the purpose of inducing the official to use his or her influence to affect a government action or decision in order to obtain, retain, or direct any business or obtain any other improper advantage (including in connection with the Services).
5. In case of the termination of the work, payment only up to the submitted drawings/stage will be applicable and work done.
6. TDS will be deducted as per the applicable rate from each payment & certificate will be issued.
7. **REIMBURSABLE EXPENSES:**

In addition to the amounts reimbursable against site visits by the Architect/ Consultant, the Client will reimburse the Architect the following expenses incurred by him for the discharge of his obligations:

* Actual cost of travel (to & fro), boarding & lodging and local transport for any visit made by his staff to the site or such other place as may be necessary in connection with the execution of work and in connection with the performance of duties referred to in this agreement subject to capping limit of 5% of total professional fees.
1. **INDEPENDENT CONSULTANT**

The Consultant shall not be deemed to be either expressly or impliedly an employee of the Owner. The Consultant shall be responsible for the due payment of all taxes, social security payments, duties, levies or other imposition of whatever nature levied nit by any governmental or other authorities and shall also be responsible for the payment of taxes, levies or other imposition payable in relation to any payment made to it here under at any time in accordance with the terms and conditions contained herein.

1. **INDEMNITY**

The Consultant shall indemnify the Owner against each and every liability the Owner might incur to any person whatsoever and against all claims, damages, costs or expenses (including claims by third parties) howsoever arising that result from any act error, omission or breach of this Agreement by the Consultant in carrying out the Services.

1. **CLIENT'S ROLE AND RESPONSIBILITIES:**

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

1. To provide property lease/ ownership documents.
2. To pay all the fees, levies, security deposits and expenses in respect of statutory sanction.
3. 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.
4. **INTELLECTUAL PROPERTY**

All information of whatever nature created or developed by Consultant in the course of providing services shall be of Consultant and used by Owner for only the portion that they have paid for. The Consultant shall not use any such information other than for the proper purpose of performing the Services & Owner shall not use unless they have paid for the services for same.

1. **CONFIDENTIALITY**

The Consultant shall not during the performance of the Services (other than for the proper purposes) there of or at any time after expiry or termination of this Agreement, divulge to any person or otherwise make use of any confidential information relating to this Agreement, and the business or affairs of the Owner.

All the information received by the Consultant during performance of the service shall be deemed to be proprietary and confidential (unless specified otherwise) and the party receiving such information shall keep the information confidential. Any disclosure made to any third party (including any specialist) shall be on a “need to know basis only” and such recipient should be suitably bound by similar confidentiality provisions.

1. **COMMUNICATIONS**

All notices and other communications required or permitted under this Agreement shall be in writing and may be served by delivering or sending it by facsimile, prepaid recorded delivery as registered post or hand delivery, addressed as follows (or to such other address as shall have been duly notified in accordance with this Clause):-

If owner

* Kind Attention: Dean (IP)
* Address: Birla Institute of Technology, Mesra, Ranchi
* Email: doip@bitmesra.ac.in

If consultant:

* Kind Attention:
* Address:
* Email:
* Mobile No.:

All notices given in accordance with the provisions herein above shall be deemed to have been served as follows:-

a. If delivered by hand, at the time of delivery against a valid acknowledgement ;

b. Under Register Post (Indian Postal Services) and/or by Speed Post.

1. **Bank Guarantee:** BG of any scheduled banks, a sum equivalent to 5% of the accepted contract value (against retainer advance) in favour of BIT Mesra, payable at Ranchi.
2. **Retention Money** of 5% of Total Order Value will be deducted from Bills, which will be released after the defect liability period of **One year post completion of Work.**
3. **Tenure of Bank Guarantee:** The bank guarantee tenure should be of 18 months.
4. **SUBCONTRACTING AND ASSIGNMENT**

The Consultant shall not sub- contract or assign this Agreement (in whole or in part) without the prior written consent of the Owner.

Owner reserves the right to assign or novate this Agreement (in whole or in part) at any time to any other company in Owner’s group of companies, and or to any other company upon providing prior written notice of its intention to do so to the Consultant. The Consultant may engage sub-consultants for specific services.

1. **ENTIRE AGREEMENT**

This Agreement represents the entire agreement between Owner and the Consultant and supersedes any and all previous communications and agreements that may have been made between the parties.

1. **SETTLEMENT OF DISPUTES**

In the event of a dispute arising out of or relating to this Agreement, including any question regarding its existence, validity or termination, the parties shall first seek settlement of that dispute by referring the dispute to a panel comprised of one senior representative of Owner and one senior representative of the Consultant for amicable resolution.

If the dispute is not amicably resolved within 30 days by the panel, or such further period as the parties shall agree in writing, the dispute shall be referred to and finally resolved by arbitration under The (Indian) Arbitration and Conciliation Act. 1996 (including any modification thereto) and the Rules made thereunder.

The appointing authority shall be in accordance with The (Indian) Arbitration and Conciliation Act, 1996. The language to be used in the arbitration shall be English.

The governing law of the Agreement shall be the substantive law of India and the High Court at Ranchi shall have sole jurisdiction.

In any arbitration commenced pursuant to this clause,

(a) the number of arbitrators shall be one; and

(b) the seat, or legal place, of arbitration, shall be Ranchi, India.

The parties agree that the decision or award resulting from arbitration shall be final and binding upon the parties and shall been forceable in accordance with the provisions of the Indian Arbitration and Conciliation ACT. 1996 and amendments thereto.

If any of the provisions contained in this Letter of Acceptance are in conflict with the provisions of Bidding documents, then the provisions of this Letter will supersede and prevail. Similarly, on the signing of the contract, the provisions of the contract shall supersede and prevail over the provisions of this Letter.

Please return two originals (duly signed and stamped) by an authorized signatory as a token of acknowledgment and acceptance of this Extension Letter.

1. **TERMINATION OF AGREEMENT:**
	1. Agreement between the Consultant and the Client may be terminated by either one, giving the other a written notice of not less than 30 (thirty) days, should either fail substantially to perform his part of responsibilities/duties, so long as the failure is not caused by the one initiating the termination.
	2. When termination of this Agreement is not related or attributable, directly or indirectly to any act, omission, neglect, or default on the part of the Consultant, the Consultant shall be entitled to professional fees as stipulated under Clause (F).
	3. In the event of the consultant's firm closing its business, or the Client has terminated the agreement, the Client shall have the right to employ another Consultant/ Architect to complete the work, after terminating this agreement and after clearing the eligible payments for the stage of work submitted by the Consultant.
	4. In case of the termination of the work, payment shall be only upto submitted drawings.
2. **Penalty**
	* In case of Non-Adherence of Timelines & Milestones, a penalty deduction of 0.25% of the total fee shall be applicable every week from the date of expiry of the Milestone, provided same is due to Consultant only, up to a maximum of 2.5%.
3. **Foreclosure**
	1. BIT MESRA at any point of time can abandon/reduce the scope of work by issuing a notice to the Consultant and the Consultant shall act accordingly. The Consultant has no claim for payment of compensation for the stages completed & work done. other than the ones mentioned above.

\*\*\*END\*\*\*