

झारखण्ड केन्द्रीय विश्वविद्यालय



OFFICE OF OSD PROJECT

"City Centre", Kanke Road, Ranchi-834008

invites

REQUEST FOR PROPOSAL (GLOBAL)

FROM

**PROJECT MANAGEMENT CONSULTANTS
FOR PROVIDING
PROJECT MANAGEMENT CONSULTANCY SERVICES
FOR DEVELOPING STATE-OF-THE-ART
ACADEMIC-CUM-RESIDENTIAL CAMPUS OF**

**CENTRAL UNIVERSITY OF JHARKHAND
AT RANCHI**

REQUEST FOR PROPOSAL

FOR PROVIDING PROJECT MANAGEMENT CONSULTANCY SERVICES FOR DEVELOPING STATE-OF-THE-ART ACADEMIC-CUM-RESIDENTIAL CAMPUS AT RANCHI

I N D E X

CHAPTER	DESCRIPTION	PAGE NO.
Section –I	1. Press Notice	3
	2. Preamble, Zones Present Requirement, Aims & Objectives, Role of Project Management Consultancy Firm	4-7
Section –II	3. Information & Instructions for Applicants	8-11
Section –III	4. Letter of Transmittal	12
	5. Form-A Particulars/Details of Project Management Consultancy Firms	13
	6. Form-B Curriculum Vitae of Professionals	14
	7. Form-C Details of Project Management Consultancy Services completed in the last five years/ongoing.	15
	8. Form-D Infrastructure Details and Organizational Structure	16
Section –IV	9. Special terms and Conditions	17-21
Section –V	10. Evaluation	22-23
Section –VI	11. Bid Process Management and other Conditions	24-25
Section –VII	12. General conditions of Contract	26-30
Section –VIII	Additional Conditions of Agreement	31-33
Section –IX	Form for Performance Bank Guarantee	34
Section –X	Form for Bank Guarantee for Advance Payment.	35

SECTION – I

PRESS NOTICE

CENTRAL UNIVERSITY OF JHARKHAND

“City Centre”, Kanke Road, Ranchi-834008

INVITES REQUEST FOR PROPOSAL FOR PROVIDING PROJECT MANAGEMENT CONSULTANCY SERVICES

FOR DEVELOPING STATE-OF-THE-ART ACADEMIC-CUM-RESIDENTIAL CAMPUS AT RANCHI

The Central University of Jharkhand established by Central Universities Act, 2009 of Indian Parliament. The Central Government of Jharkhand has transferred is 319.28 acres for establishment of the University at State Capital Ranchi at the proposed site at Mauja-Cherri/Manatu, Block- Kanke, Ranchi, Jharkhand which is situated near the Ring Road. Probable location 23°26'906N/85°15'276E at elevation of 2420 ft above MSL. The terrain is undulating with floating boulders and rock pockets. The total area proposed to be transferred is 500 acres in which all the infrastructure activities of the University are to be accommodated.

Central University of Jharkhand proposes to construct, its state-of-the-art academic-cum-residential campus on 319.28 acres of land (Phase-I) at Mauja-Cherri/Manatu. In this context, Request for Proposal (RFP) is invited from Project Management Consultants for providing Project Management Consultancy Services.

The scope of work with all applicable terms and conditions, related information and specified Proforma, to be filled in by the intending applicants shall be available on the university website <http://www.cuj.ac.in>.

The proposal shall be submitted as follows:

- (i.) Non-refundable Processing Fee of Rs.10,000.00 (Rupees Ten Thousand only),
- (ii.) Refundable EMD of Rs.10,00,000.00 (Rupees Ten Lakhs only),

Both, (i) & (ii) in the form of Demand Draft should be drawn in favour of Central University of Jharkhand payable at Ranchi.

- (iii.) Technical proposal [in duplicate (two) copies] must contain all information as sought in the above mentioned Central University of Jharkhand documents and proforma.
- (iv.) The Financial Proposal

The documents numbering (i),(ii)&(iii) in one sealed cover super scribing “Technical Bid” and number (iv) in another sealed cover super scribing “Financial Bid”. Both, comprising the Proposal, should be submitted in one sealed cover, super scribing “Proposal for Selection of Project Management Consultant”, shall reach the undersigned on or before 31/05/2012 up to 2:30pm. Proposals received after due period will be summarily rejected.

Any clarification may be sought from the Office of the OSD (Project), Central University of Jharkhand at above address. Central University of Jharkhand reserves the right to accept or reject any or all RFP’s and close the invitation at any stage without assigning any reason.

**Executive Engineer
Central University of Jharkhand**

PREAMBLE:

Central University of Jharkhand established by Central Universities Act, 2009 of Indian Parliament., intends to set up a state-of-the art Academic-cum-Residential Campus. the Central Government of Jharkhand has transferred is 319.28 acres for establishment of the University at State Capital Ranchi at the proposed site at Mauja-Cherri/Manatu, Block-Kanke, Ranchi, Jharkhand which is situated near the Ring Road. Probable location 23°26'906 N / 85°15'276 E at elevation of 2420ft. above MSL. The terrain is undulating with floating boulders and rock pockets. The total area proposed to be transferred is 500 acres in which all the infrastructure activities of the University are to be accommodated. The proposed campus should be a modern state-of-the-art campus commensurate with Central University's National status. Details regarding space requirements and proposed campus features may be considered as per UGC, MHRD, MNRE(TERI/GRIHA) guidelines for developing such campus. The actual construction shall be based on present immediate needs.

The residential campus will have Academic Building comprising Faculty Rooms, Student Labs, Class Rooms, Lecture Theatres, Cafeteria, Conference Halls, Videoconferencing Studio, Student Corners etc. Besides this Campus will have Administrative Offices, Library, Dispensary, Residential Units, Halls of Residences, Guest House, Auditorium, Swimming Pool, Sports Complex Cum Gymnasium and Student Activity Centre.

In addition to above, the proposed complex will have the allied community facilities that are essential for such type of complex such as Community Centre and Club/ Gymnasium, Market Complex, Utilities and Infrastructure facilities like Internal Roads, Street Lighting, Campus Wide Power Backup System, Speedy & Secure Wireless Network Facility, Smart Card based Security System, Water Treatment and Supply Plant, Internal Sewerage Line with Treatment Plant, networked with Inland, Waterways, Fossil-free Transportation System, etc.

*Site Planning and building design will meet best practice standards in ecologically sustainable design resulting in more efficient use of energy, water and other natural resources and make the campus friendly to **physically challenged** persons.*

ZONES:

The campus will mainly primarily comprise of these five zones:

- a) **Academic:** comprising Academic Buildings, Administrative Offices, Library, Auditorium etc.
- b) **Residential:** comprising Residential Units for staff and faculty, Halls of Residences etc.
- c) **Support Zone:** housing Swimming Pool, Guest House, Dispensary, Community Centre, Club,, Sports Complex cum Gymnasium, Student Activity Centre, Market Complex, Food Court etc
- d) **Services:** comprising Utilities like Water Treatment Plant, Sewerage Treatment Plant, Power Back up System, HVAC System, Infrastructure facilities, etc.
- e) **Natures:** comprising Gardens, Private Forest areas, Jogger's Path on the Patrol Road along the entire boundary wall with Avenue trees on both sides, etc.

It is anticipated that the construction commences by July 2012 and the complete project should be over by June 2013.

PRESENT REQUIREMENT:

Central University of Jharkhand is on the lookout for reputed Project Management Consultancy firm comprising of Engineers/Consultants for providing complete & comprehensive Project Management Consultancy Services for part of the requirements of the Project. They should be willing to establish or have stationed necessary offices at Ranchi.

AIMS & OBJECTIVES

The aim is to select suitable & reputed Project Management Consultancy firms for the proposed Permanent Campus of Central University of Jharkhand.

The final selection shall be based on the capability and proven track record of the consultancy firm to handle such similar projects in terms of nature and cost. Central University of Jharkhand may also visit their ongoing/completed projects to physically verify the works.

ROLE OF PROJECT MANAGEMENT CONSULTANCY FIRM:

The role of the selected Project Management Consultant is to provide a complete and comprehensive Project Management Consultancy Services for part of this requirements of the project for the proposed Campus of Central University of Jharkhand but not limited to the following:

1. Assist Central University of Jharkhand in selection of Contractors.
2. Coordinate with the Architect and his team of Consultants on behalf of Central University of Jharkhand during planning and designing stage.
3. Coordinate with the Architect to ensure that all necessary sanctions/permissions are timely obtained.
4. Provide necessary technical help to the Architects in finalization of materials and specifications.
5. Prepare budgetary cost estimates, detailed cost estimates with Bill of Quantities and tender documents based on the data/drawings/quantities furnished by the Architect and his team of consultants.
6. Render assistance to client in deciding the modality of tendering and pre-qualifying the contractors for various works.
7. Render assistance to client in evaluation of tenders (including justifications of rates, vis-à-vis market rate analysis)/selection of contractor/vendors.
8. Issue all necessary letter of intents, work orders etc. to various contractors after obtaining approval of the Central University of Jharkhand authority.
9. Provide day to day comprehensive construction supervision by deputing a site team of engineering and support staff commensurate with the requirements of work.
10. Provide necessary control on all tools to ensure quality construction, timely completion and minimum variation in costs. Test results and certificate from the

recognized laboratories should be submitted at regular intervals to Central University of Jharkhand.

11. Preparation of a Quality Plan for the project. Providing supervision of quality as per approved Quality Plan, of all works as per stipulated standards and best practices including testing of samples of materials from approved laboratories.
12. Providing fortnightly (or at any frequency that may be specified by Central University of Jharkhand) reports on project for each package indicating budgeted costs and expected costs with detailed reasons for variations, if any, for items in which variations are expected/have taken place.
13. Provide a master network diagram(s) for completion of the project in sufficient detail for monitoring purposes. Each building/service should have a separate network diagram.
14. Provide fortnightly (or at any frequency that may be specified by Central University of Jharkhand) reports on scheduled and target dates for activities for start and completion of activities as per relevant network diagram, indicating measures to control delay if any. The network diagram should include all pre-construction activities.
15. Organize review meetings from time to time at site with all contractors/vendors and Architects to appraise Central University of Jharkhand of the progress, difficulties etc.
16. Ensure close co-ordination between Central University of Jharkhand, Architects and all contractors/vendors.
17. Certification of measurements and bills of all contractors/vendors.
18. Assist Central University of Jharkhand in resolving all disputes and claims with all contractors /vendors.
19. Obtain all as-built drawings and all warrantees/guarantees from concerned agencies.
20. Provide periodic inspection of works during defects liability period and get defects if any, rectified through concerned agencies under intimation to Central University of Jharkhand Authority.
21. The Central University of Jharkhand reserves the right of collecting samples, checking the quality and suggesting the remedies which will be binding on the contractors.
22. The consultant has to submit the schedule of work program and get it approved by Central University of Jharkhand.
23. To coordinate with statutory organization for speedy execution including achieving GRIHA-4 rating.

QUALIFYING REQUIREMENTS

- i.) *Initial criteria of eligibility:* Project management Consultant shall be of repute with a demonstrable track record of rendering Project Management services for a large project of similar nature and magnitude.
- ii.) *Experience of Similar Works:* The Consultants should have experience of having successfully completed similar consultancy job for a single work of value not less

than Rs. 200 crores or two works of value not less than Rs.150 crore each during last 5 (five) years ending March 2012.

“Similar” - means complete consultancy job (Project Management Consultancy services for the Project Management Consultant) for large, modern educational campus/township with other allied facilities

- iii.) *Organizational Structure:* The Project Management/Construction supervision services required for completing and making the educational complex functional. The in-house capability should be brought out clearly. The Project Management Consultants must have complete in house capability and no joint venture or association with outside agencies shall be permitted.
- iv.) Central University of Jharkhand reserves the right to reject any or all applications received without assigning any reason or incurring any liability thereof.

SECTION - II

INFORMATION & INSTRUCTIONS FOR APPLICANTS

1. GENERAL:

1.01 Letter of transmittal and forms 'A' to 'D' seeking information/documents are given in Section -III.

1.02 All information called for in the enclosed forms should be furnished against the relevant columns in the forms. If for any reason, information is furnished on a separate sheet, this fact should be mentioned against the relevant column. Even if no information is to be provided in a column, a 'nil' or 'no such case' entry should be made in that column.

If any particulars/query is not applicable in case of the applicant, it should be stated as 'not applicable'. The applicants are cautioned that not giving complete information called for in the application forms or not giving it in clear terms or making any change in the prescribed forms or deliberately suppressing the information shall result in the applicant being summarily disqualified. Applications made by telegram/fax/e-mail and those received late will not be entertained.

The applicants will be required to submit the necessary details with authenticated documents/ drawings/ credentials in support of Qualifying Requirements.

1.03 The application should be typewritten. The applicant should sign on each page of the application.

1.04 The applicant may furnish any additional information, which is deemed necessary to establish capability to successfully complete the envisaged project. Superfluous information need not be furnished and no information shall be entertained after submission of Request for Proposal (RFP) document unless specifically called for.

1.05 Any information furnished by the applicant found to be incorrect either immediately or at a later date, would render him liable to be debarred from taking up the project.

1.06 Prospective applicants may download this Request for Proposal (RFP) details & Proforma from the University website <http://www.cuj.ac.in>.

1.07 The Request for Proposal (RFP) document in prescribed form duly completed and signed should be submitted in a sealed cover. The sealed documents should accompany,

- (i.) Non-refundable processing fee of Rs.10,000.00 (Rupees Ten Thousand only), in the form of Demand Draft in favour of Central University of Jharkhand payable at Ranchi.
- (ii.) Technical proposal [in duplicate (two) copies] must contain all information as sought in the above mentioned Central University of Jharkhand documents and proforma.
- (iii.) Refundable EMD of Rs.10,00,000.00 (Rupees Ten Lakhs only), in the form of Demand Draft in favour of Central University of Jharkhand payable at Ranchi.
- (iv.) The Financial Proposal

The documents numbering (i),(ii)&(iii) in one sealed cover superscribing “**Technical Bid**” and number (iv) in another sealed cover superscribing “**Financial Bid**”.

Both, comprising the Proposal, should be submitted in one sealed cover, superscribing “**PROPOSAL FOR SELECTION OF PROJECT MANAGEMENT CONSULTANT**” shall reach the undersigned *up to 4:30pm on 31/05/2012*.

**OFFICE OF THE OSD (PROJECT),
CENTRAL UNIVERSITY OF JHARKHAND,
“CITY CENTRE”, KANKE ROAD,
OPP.CMPDI GATE, RANCHI,
JHARKHAND, INDIA -834008**

1.08 The tenders received without Processing Fees/EMD shall not be considered. There shall be *no exemption* from payment of the Processing Fees on any account.

1.09 Prospective Applicants may seek any clarification in this regard from the OSD (Project)/Executive Engineer, Central University of Jharkhand, at the address mentioned above, *Phone +91-9470590759, +91-8969303867; Email: osd_proj@cuja.ac.in*

1.10 Central University of Jharkhand, Ranchi, reserves its right not to respond to any question raised or provide clarification sought in its sole discretion.

1.11 All disputes arising shall be subject to the jurisdiction of the appropriate court at Ranchi, India and be governed by laws of India.

1.12 The discretion and decision of Central University of Jharkhand, Ranchi in respect of the RFP shall be final and shall not be open to be challenged in any Court of Law.

2. FINAL DECISION MAKING AUTHORITY:

The Central University of Jharkhand, reserves the right to accept or reject any application and/or to annul the selection process and reject all applications at any time without assigning any reason or incurring any liability to the applicants.

3. PARTICULARS:

The particulars of the Project given in this document are indicative only and subject to change and may be considered only as advance information to assist the prospective applicants.

5. INFORMATION TO BE GIVEN IN THE REQUIRED FORMATS:

Applicant shall furnish the following:

5.01 Organization information

Applicant is required to submit the information in respect of his organization in **(Form- A)**.

- 1) Name & Postal Address, Telephone & Fax Number etc.
- 2) Year of establishment and commencement of practice.
- 3) Copies of original documents defining the legal status, place of registration and principal places of business.
- 4) Name & Title of Directors and Officers to be concerned with the Project, with designation of individuals authorized to act for the organization.
- 5) Information on any litigation in which the applicant was involved during the last five years including any current litigation.
- 6) Authorization to seek detailed references.
- 7) Brochures and annual reports of last five years (Financial Years 2007-2012).
- 8) Number of professionals indicating their deployment and role in the proposed work.
- 9) Curriculum vitae of key professionals **(Form B)**.
- 10) Infrastructure details of the firm **(Form D)**.

5.02 List of Projects

List of similar assignments/projects successfully completed/ongoing during the last five years **(Form C)**.

6. LETTER OF TRANSMITTAL

The applicant should submit the letter of transmittal attached in Section III.

7. DISCLAIMER

The information in this document has been prepared to assist the Project Management Consultant in preparing the non-binding RFP and it is clarified that:

- i.) It does not constitute an invitation to offer or an offer in relation to the transaction.
- ii.) This document does not constitute any contract or agreement of any kind whatsoever.
- iii.) This document does not, and does not purport to contain all the information that interested Consultant firm(s) and their advisors/associates would desire or require in reaching decisions as to the requirement. Interested Consultants should form their own view as to what information is relevant to such decisions and make their own independent investigations in relation to any additional information.
- iv.) Neither the information in this document nor any other written or oral information in relation to the requirement or otherwise is intended to form the basis of or the inducement for any investment activity or any decision to enter into any contract or arrangement in relation to the transaction and should not be relied on as such. Neither Central University of Jharkhand nor their employees or advisors shall be liable to any interested party or any Entity under any law including the law of

contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expenses or damage which may arise, or be incurred, or suffered, in connection with this document, or any matter that may be deemed to form part of this document, or any other information supplied by or on behalf of Central University of Jharkhand or their employees or advisors or otherwise arising in any way from the selection process mentioned herein.

- v.) Central University of Jharkhand is not bound to accept any or all the RFPs. Central University of Jharkhand reserves the right to reject any or all RFPs without assigning any reasons. No applicant shall have any cause of action or claim against Central University of Jharkhand and its officers (Vice Chancellor, Registrar, Finance Officer, OSD's, Evaluation Committee Members, Advisors, Successors or Assignees for rejection of this RFP.
- vi.) Failure to provide information that is essential to evaluate the applicant's qualifications or substantiation of the information supplied, shall result in disqualification of the applicant.
- vii.) It shall not be assumed that there shall be no deviation or change in any of the herein mentioned information. While this document has been prepared in good faith, neither Central University of Jharkhand nor any of their officers or employees or advisors make any representation or shall have any responsibility or liability whatsoever in respect of any statements or omissions here from. Any liability is accordingly expressly disclaimed by Central University of Jharkhand or any of their respective officers, employees, advisors, whether negligent or otherwise.

SECTION - III

LETTER OF TRANSMITTAL

From: _____

To:

OSD (Project)

Central University of Jharkhand,
City Centre, Kanke Road, Opp.CMPDI Gate,
Ranchi-834008, Jharkhand, INDIA

**SUBJECT: REQUEST FOR PROPOSAL FOR PROVIDING PROJECT MANAGEMENT
CONSULTANCY SERVICES FOR DEVELOPING STATE-OF-THE-ART
ACADEMIC-CUM-RESIDENTIAL CAMPUS AT RANCHI**

Sir,

Having examined the details given in RFP Notice and RFP details & Proforma for the above Project, I/we hereby submit the relevant information.

1. I/We hereby certify that all the statements made and information supplied in the enclosed forms A to D and accompanying statements are true and correct.
2. I/We have furnished all information and details necessary for RFP and have no further pertinent information to supply.
3. I/We also agree that Central University of Jharkhand, Ranchi, or their authorized representatives can approach individuals, employers and firms to verify our competence and general reputation.
4. I/We submit the following certificates in support of our suitability, technical know-how and capability for having successfully completed the following projects along with prescribed format.

Name of Project
from

Certificate

- 1.
- 2.
- 3.

Signature(s) of Applicant(s)

Enclosures:

Seal of Applicant

Date of Submission

SECTION - III (FORM-A)**ORGANISATIONAL STRUCTURE**

Particulars to be furnished for pre-qualification of PMC (if required attach separate sheet)

Name & Address of the applicant with Contact Details.	
Address of Stationed Ranchi Office, if any. Contact Details	
Year of Establishment & Number of Years of practice and experience of similar job.	
Legal status of the applicant(attach copy of original document defining the legal status) a) A proprietary firm b)A firm in partnership c) A limited company of corporation	
Names of Directors and other key officers and executives with designation along with contact details	
Total No. of Professional Staff	
Name and Address of Bankers associated	
Details of Registration for Statutory Tax	
Furnish copies of Audited Balance Sheet and Profit and Loss A/c (audited) for the last three years	
Whether you are registered in the panel of other Govt. Organizations / statutory bodies such as CPWD, PWD, MES, PSU, Autonomous bodies, Banks/FI etc. (If so please furnish their names & date of registration) along with copies of documents as evidence)	
What are your fields of activities?	
Detailed description and value of works done a) Single work of value not less than Rs.200 crores. Each during last 5 (five) year ending March 2012. b) Two works value not less than 150 crores Each during last 5 (five) year ending March 2012.	
Details of Organizational Structure	
Instruments, equipment, software, reference books, journal and manuals to be used referred in project	
Furnish the names of three responsible persons along with their designation, address and contact details for whose organization, you have completed the above mentioned jobs and who will be in a position to certify about the performance of your organization.	
Whether any civil suit/litigation arisen in Contracts executed / being executed during the last 10 years. If yes, please furnish the name of project, employer, nature of work, contract value, work order and brief details of litigation.	
Information relating to whether any litigation is pending before any Arbitrator for application of any litigation or else any litigation was disposed of during the last 10 years by any arbitrator. If so, the details of such litigation are required to be submitted.	

Signature(s) of Applicant(s)

SECTION - IV:**SPECIAL TERMS & CONDITIONS****1. PROJECT PERIOD:**

The consultancy services shall span over two phases, time period for each of the phases is as below:-

Phase	Activity	Time
Phase-IA	Preliminary work	15 days
Phase-IB	Scrutiny and review of working drawings, bill of quantities, detailed specification and estimate of cost, scrutiny and review of tender document, preparation of working schedule.	Within 30 days from submission of the documents by the Consultant.
Phase-II	Bid process management	One month from the date of approval of tender document or till the award of contracts whichever is earlier.
Phase-III	On site Project Management	Continuous Project Management Supervision during entire project document and submission of the report within one month of each item in the

2. PREPARATION OF THE PROPOSAL

- i.) Each Bidder shall submit a maximum of one (1) Proposal for the Assignment, in response to this RFP document. Any Bidder who submits more than one Proposal for the Assignment shall be disqualified.
- ii.) The proposal shall remain valid for a period of 120 days from the last date of submission of the bid. This validity can be further extended with mutual consent. The overall offer including the key personnel proposed for the assignment and quoted prices shall remain unchanged during the period of validity.
- iii.) The proposal submitted by the consultants shall consist of two submission :

Part I-Submission (Technical Proposal) – The technical proposal shall contain the Covering letter, Details of the Bidder, Experience of the bidder, Qualifications and competence of the key personnel staff, Power of Attorney, Non-refundable Processing fee and Earnest Money Deposit.

FORMAT OF COVER LETTER TO TECHNICAL PROPOSAL

From: _____

To:
OSD (Project)
Central University of Jharkhand,
City Centre, Kanke Road, Opp. CMPDI Gate,
Ranchi-834008, Jharkhand, INDIA

Subject:Project Management Consultant Engagement (PMC)

REGARDING TECHNICAL PROPOSAL

1. I/We _____, the undersigned, offers to provide the consulting services as **Project Management Consultant (PMC) for the part of its State-of-the Art Academic Complex for Central University of Jharkhand** . I/We am/are hereby submitting my/our proposal, which includes this technical proposal with Processing Fee **(non-refundable) & EMD (refundable), in the form of Demand Drafts)**, and a Financial Proposal sealed under separate envelopes. Both envelopes, comprising the Proposal, is submitted in one sealed cover, super scribing **“PROPOSAL FOR SELECTION OF PROJECT MANAGEMENT CONSULTANT”** and will reach the undersigned within stipulated time
2. If negotiations are held during the period of validity of the proposal, i.e. before [Date], I/We undertake to negotiate on the basis of the proposed staff. My/Our proposal is binding upon me/us and subject to modifications resulting from contract negotiations.
3. I/We understand that you are not bound to accept any proposal you receive.

Yours faithfully,

Encls:

Signature
Full Name.....
Designation.....
Address.....
.....
.....
.....

(Authorized Representative)

Part II Submission (Financial Proposal) - The Financial Proposal shall be quoted as a percentage of estimated cost or tender cost, whichever is lower and that will remain same throughout the entire project duration. It shall be inclusive of all taxes, travel, documentation and communication except Service Tax, Cess, Surcharge levied on consultancy fees, which shall be payable to the consultant by Central University of Jharkhand at the then prevailing rate. Income tax as applicable shall be deducted at source from every department towards fees. The Project Management Consultant shall also submit the schedule of payment.

FORMAT OF COVER LETTER TO FINANCIAL PROPOSAL

From: _____

To:
OSD (Project)
Central University of Jharkhand,
City Centre, Kanke Road, Opp. CMPDI Gate,
Ranchi-834008, Jharkhand, INDIA

Subject: Project Management Consultant (PMC)

REGARDING FINANCIAL PROPOSAL

1. I/We the undersigned, offer to provide consulting services **for Project Management Consultant (PMC) for the part of its State-of-the Art Academic Complex for Central University of Jharkhand.** My/Our attached financial proposal outlines the rate of charges including the schedule of payment. This amount is inclusive of all taxes and levies.
2. My/Our financial proposal shall be binding upon me/us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the proposal.
3. I/We certify that I/we have not engaged any Agents, nor I/we have paid any fee to any Agent for procuring this consulting service.
4. I/We understand that you are not bound to accept any proposal you receive.

Encls:

Yours faithfully,

Signature
Full Name.....
Designation.....
Address.....
.....
.....
.....

(Authorized Representative)

3. NEGOTIATIONS

Negotiations will be held at the address indicated in the Data Sheet. Normally, such negotiations commence not less than seven days after issuance of the Agency invitation to attend the negotiations. The invited Consultants will, as a pre-requisite for attendance at the negotiations, confirm availability of all nominated experts and satisfy such other pre-negotiation requirements as the Agency's may specify. Failure in satisfaction of such requirements may result in the Agency's proceeding to negotiate with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate technical, financial, and other terms and conclude a legally binding agreement.

The technical negotiations cover the Consultant's Technical Proposal, including the proposed technical approach and methodology, work plan, staffing schedule, organizational arrangements, and any suggestions made by the Consultant or the Agency to improve the implementation of the assignment. Negotiations will not result in substantial modifications to either the Consultant's Technical Proposal.

The financial negotiations will generally fine-tune duration of expert's inputs and quantities of out-of-pocket expenditure items may be increased or decreased from the relevant amounts shown or agreed otherwise, in the Financial Proposal. Unless exceptional circumstances exist, the details of experts' remuneration and specified unit rates for out-of-pocket expenditures will not be subject to negotiations.

The consultant shall confirm the modifications made in his proposals in writing within three days of conclusion of negotiations.

If contract negotiations are unable to be concluded for any reason, the Agency will at its discretion, commence negotiations with the next ranked consultant.

4. EARNEST MONEY DEPOSIT (EMD)

Proposal should necessarily be accompanied by Earnest Money Deposit for an amount of Rs.10,00,000/- (Rupees Ten Lakhs only) in the form of Demand Draft in favour of Central University of Jharkhand payable at Ranchi. EMD shall be returned to the unsuccessful Bidders within a period of two (2) weeks from the date of signing of Consultancy Agreement between Central University of Jharkhand and the successful Bidder. EMD submitted by the successful Bidder shall be released upon completion of the Consultancy Services. EMD shall be forfeited in the following cases:

- (a.) if any information or document furnished by the Bidder turns out to be misleading or untrue in any material respect; and
- (b.) if the successful Bidder fails to execute the Consultancy Agreement within the stipulated time or any extension thereof provided by CUJ.

5. CRITERIA INFORMATION

The schedule for opening & closure of Request For Proposal as follows : 31/05/2012 up to 2:30pm

Availability of RFP document on website- www.cuj.ac.in .	Since 05/05/2012
Last date & time for receipt of RFP bid	2.30 pm on 31/05/2012
Opening of the bids	3.30 pm on 31/05/2012

Note: The late date and time of receipt & opening thereof happens to be holiday, the offer will be received and opened on the next working day at the same time.

6. AMENDMENT TO “RFP”

At any time prior to the last date for receipt of bids, the Authority, may for any reason, whether at its own initiative or in response to a clarification requested by a prospective Consultant, modify the RFP document by an amendment. In order to provide prospective Consultants reasonable time in which to take the amendment into account in preparing their bids, the Authority may, at its discretion, extend the last date for the receipt of bids and/or make other changes in the requirements set out in the invitation to RFP.

7. FORMAT AND SIGNING OF PROPOSAL

The Bidder is required to provide all the information as per this RFP document. Central University of Jharkhand shall evaluate only those Proposals that are received within the time and in the required format and are complete in all respects. Each Proposal shall comprise the following:

Part-I Submission: One original hard copy and a soft copy in CD.

- (a.) Covering letter in the format.
- (b.) Details of the Bidder in the format.
- (c.) Experience of the bidder in the format.
- (d.) Qualifications & competence of the key professional staff who would be deployed in the preparation under this project.
- (e.) Power of Attorney authorizing the signatory of the Proposal to submit the proposal.
- (f.) Processing fee (non-refundable)
- (g.) Earnest Money Deposit (refundable)
- (h.) Proposed working methodology.
- (i.) Write-up

Part-II Submission:

- (a.) Financial proposal in the format given as above.

The Part I & II contents as above should be submitted in two separate envelopes. Both envelopes, comprising the Proposal, is to be submitted in one sealed cover

8. PARTICIPATION OF GOVERNMENT EMPLOYEES: -

Consultants cannot include current Government employees of Central & Central Government as their resource personnel /experts. When Consultants nominate any Government employee retired within last two years as experts in their Technical Proposal, such expert(s) must have written approval from their Government.

SECTION – V:

EVALUATION

1. As part of the evaluation, the Part-I Submission shall be checked for responsiveness with the requirements of the RFP and only those Proposals which are found to be responsive would be further evaluated in accordance with the criteria set out in this RFP document.
 - 1.1. The Part-I Submission would be considered to be responsive if it meets the following conditions:
 - (a.) It is received by Central University of Jharkhand on or before the Proposal due date including any extension thereof;
 - (b.) It is signed, sealed and marked as stipulated in the RFP document.
 - (c.) It contains all the information and documents including Processing Fee & EMD as requested in the RFP.
 - (d.) It contains information in formats specified in this RFP.
 - (e.) It provides information in reasonable detail.

("Reasonable Detail" means that, but for minor deviations, the information can be reviewed and evaluated by Central University of Jharkhand without communication with the Bidder). Central University of Jharkhand reserves the right to determine whether the information has been provided in reasonable detail.
 - (f.) There are no inconsistencies between the Proposal and the supporting documents.
 - 1.2 A Proposal that is substantially responsive is one that conforms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one :
 - (a.) which affects in any substantial way, the scope, quality, or performance of the Assignment, or
 - (b.) which limits in any substantial way, the proposal Central University of Jharkhand's rights or the Bidder's obligations under the Agreement, or
 - (c.) which would affect unfairly the competitive position of other Bidders presenting substantially responsive Proposals.
 - 1.3 The responsive Proposals shall be evaluated and scores shall be given based on the scoring methodology set out by Central University of Jharkhand
 - 1.4 Central University of Jharkhand reserves the right to reject the Proposal of Bidder(s) without opening the Part-II Submission if, in its opinion, the contents of Part-I Submission are not substantially responsive with the requirements of this RFP.
 - 1.5 The total maximum score for evaluation of Technical Proposal as specified below, is 100 marks. The evaluation of the proposal will be done based on
 - (a.) Write up – 10 marks;
 - (b.) Technical Proposal – 60 marks
 - (c.) Financial proposal – 30 marks.

The write up should also clarify the methodology to be followed for:

- (i.) Selection of Contractor
- (ii.) Quality control at site
- (iii.) Adherence to the Project Schedule
- (iv.) Qualified Personnel to be attached to this particular project
- (v.) Cost control

1.6 The selected PMC will adhere to the proposed manpower deployment for Central University of Jharkhand Project. Any change of manpower will require approval of Competent Authority.

2. The evaluation of the Part-II Submission would be taken up only after the contents of the Technical Proposal are found to meet the requirements of this RFP and if the bidder obtains more than score of 60 percentage marks in aggregate in the evaluation of Part-I submission. Part-II Submission of those bidder(s) who do not obtain more than 60 percent marks in aggregate of the evaluation of Part-I submission and presentation, shall not be opened.
3. Final score will be calculated based on
 - (a.) Write up – 10 marks;
 - (b.) Technical Proposal – 60 marks
 - (c.) Financial proposal – 30 marks.
4. The selected Bidder shall execute the Consultancy Agreement. The draft of the General Condition of Contract is set out in Appendix-I within one week of the issue of Letter of Acceptance (LoA) or within such further time as Central University of Jharkhand may agree to, in its sole discretion. Failure of the selected Bidder to comply with the requirement shall constitute sufficient grounds for the annulment of the LoA and forfeiture of the EMD. In such an event, Central University of Jharkhand reserves the right to :
 - (a) Either invite the next best Bidder for negotiations; or
 - (b) Take any such measures as may be deemed fit in the sole discretion of Central University of Jharkhand, including annulment of the bidding process.
5. Central University of Jharkhand reserves the right to reject any Proposal, if at any time, a material misrepresentation is made or discovered; or the Bidder does not respond promptly and diligently to requests for supplemental information required for the evaluation of the Proposal.
6. Notwithstanding anything contained in this RFP, Central University of Jharkhand reserves the right to accept or reject any Proposal or to annul the bidding process or reject all Proposals, at any time without any liability or any obligation for such rejection or annulment.

SECTION - VI:

BID PROCESS MANAGEMENT

1. A.

- (i) The consultant shall organize pre-bid meeting at Ranchi compile pre-bid queries, and prepare draft response to the queries in consultation with Central University of Jharkhand
- (ii) The consultant shall carry out preliminary evaluation of the technical and financial proposals received under the tenders and advise Central University of Jharkhand on appointment of contractors.
- (iii) The consultant shall prepare the contract document for the successful bidder and assist Central University of Jharkhand for timely execution of contract.

B. FACILITIES:

The Consultant will have to make his own arrangements for office, utilities, accommodation and transport and should include cost of all these elements in his Financial Offer.

C. ONSITE PROJECT MANAGEMENT -

- (i) The consultant, within one month of award of the consultancy services, shall open an office at site or any other location approved by the Central University of Jharkhand and deploy a team of fulltime personnel – Civil Engineer/Quantity Surveyor; The consultant shall provide the logistics and other supporting staff and facilities as required. The entire expenditure on the office and the team will be borne by the consultant.
- (ii) The team shall act as representative of the consultant for the purpose of coordination and communication and assist the consultant for onsite project management.
- (iii) The Consultant, under the scope of onsite project management, shall be responsible for timely completion of the Project with desired quality achieved through constant monitoring and scientific quality control measures. He shall also make endeavor to economize the cost by reducing wastages, time over runs, optimizing, utilization of resources and manpower. The consultant shall act as Engineer – In – Charge of the work and supervise the work, check and certify measurements, bills submitted by the contractor and recommend for their payment. He shall keep Central University of Jharkhand informed through a well designed Management information System on the physical & financial progress of the Project at regular intervals of 15 days or as directed by the Central University of Jharkhand .
- (iv) The consultant shall -
 - (a) check and after taking written approval of Central University of Jharkhand issue all working drawings including modification, alteration, addition if any and other details for proper execution of works during construction.
 - (b) Check and recommend samples of various elements and components for approval of Central University of Jharkhand.
 - (c) Check and recommend shop drawings submitted by the contractor for approval of CUJ.

- (v) The team leader of the consultant shall visit the site of work including the fabrication workshops at least once a month during the progress of work till its completion to inspect and evaluate the progress and quality of works. The consultant shall also clarify and offer interpretation wherever necessary on the drawings and specifications.

He shall also attend coordination meetings and conferences to ensure that the project proceeds in accordance with the conditions of contract and keep the Central University of Jharkhand informed with advice of actions, if required.

- (vi) The consultant shall -
- (a) Issue Certificate of Completion of works after the completion of work
 - (b) Prepare and submit completion reports and drawings for the project as required and assist the Central University of Jharkhand in obtaining "Completion/Occupancy Certificate" from statutory authorities, wherever required.
 - (c) Issue four sets of as built drawings including services and structures in hard copies and two copies in electronic soft version.

D. CO-ORDINATION MEETINGS :

The consultant shall convene Co-ordination meetings minimum once in a month, as required, with the building contractor, and those of interior works, architects of the building and Central University of Jharkhand Officers and prepare minutes of meeting. The consultant will review and comment on the contractors work programme and ensure proper implementation including all activities which interface with other contractors.

E. DIARY/DAILY LOGS/CHECK LIST/QUALITY ASSURANCE SYSTEM

- (i) The consultant shall maintain a Site Diary / Daily logs on the construction contract. This will facilitate in compiling the weekly and monthly activities report.
- (ii) The consultant shall devise various forms and checklists for material inventory, site instructions, payment certificates, variation orders etc. Daily contact will be maintained between the consultant and contractors representative on site, dealing with all problem which may arise in business-like manner in the interest of the works adhering to a good working relationship among all parties.
- (iii) The consultant shall perform all duties of Quality Assurance of works, in line with state of the art technology and procedures to ensure full compliance with the design and specifications. The consultant shall evolve a Quality Assurance System (QAS) outlining the quality assurance procedure and quality control tests to be conducted as well as the frequency of their application.

F. SERVICE DURING DEFECT LIABILITY PERIOD & FINAL BILL

The consultant shall make a final inspection, at the expiry of the defect liability period under the contract and list defects to be rectified prior to issue of final completion certificate and recommend to CUJ for final payment of the contractor after adjusting any liquidated damages and security Deposits.

SECTION – VII

(APPENDIX-1)

GENERAL CONDITIONS OF CONTRACT

1.0 GENERAL PROVISIONS:

1.1 Definitions:

Unless the context otherwise requires the following terms whenever used in this Contract have the following meanings.

- (a.) “Applicable law” means the law and any other instruments having the force of law in India, as they may be issued and in force from time to time to effectuate the Contract;
- (b.) “CUJ” means Central University of Jharkhand formed by an act of Parliament.
- (c.) “Contract” means the document signed by the parties, to which these General Conditions are attached, together with all the related documents of such signed Contract including appended schedules.
- (d.) “The Consultants” means the consultant who are appointed by the Central University of Jharkhand as a result of the selection process described in the RFP document.
- (e.) “Effective Date” means the date on which this Contract comes into force and effect.
- (f.) “GC” means the General Conditions of Contract.
- (g.) “Government” means the Government of India.
- (h.) “Personnel” means persons employed with the or by the Consultant or Authorized person assigned for the performance of the services or any part thereof.
- (i.) “Party” means the CUJ or the Consultant as the case may be and parties mean both of them.
- (j.) “Project” means the project as defined in the Terms of Reference, which forms integral part of the Contract signed between Central University of Jharkhand and Consultant.
- (k.) “Central Government” means the Government of India.
- (l.) “Services” means the work to be performed by the Consultant pursuant to this Contract for the purposes of the Project.
- (m.) “Terms of Reference” means Terms of Reference which forms integral part of the contract signed between Central University of Jharkhand and Project Consultant.
- (n.) “Third Party” means any perform or entity other than the Central Government, the Central University of Jharkhand, the Consultant or sub-consultant.
- (o.) “Local Currency” means the currency in Indian Rupees.

1.2 Relations between the parties:

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Central University of Jharkhand and the Consultant. The Consultant, subject to this Contract, has complete charge of Personnel Performing the services and **shall be fully responsible for the services performed by them or on its behalf hereunder.**

1.3 Law of land:

This Contract, it's meaning, interpretation and the relation between the Parties shall be governed by **the Applicable Law.**

1.4 Language:

This Contract has been executed in English, which shall be the binding for all matters relating to the meanings or interpretation of this Contract.

1.5 Headings:

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

1.6 Notices:

- (i.) Any notice, request or consent required or permitted to be given or made pursuant to this contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent by registered mail, speed post or through courier services, telegram or facsimile to such party at the address specified below :-

The address is :

**OFFICE OF THE OSD (PROJECT), CENTRAL UNIVERSITY OF JHARKHAND,
"CITY CENTRE", KANKE ROAD, OPP.CMPDI GATE, RANCHI, JHARKHAND, INDIA -834008
Contact Person:- OSD Project: Phone +91-9470590759, Email: osd_proj@cuja.ac.in**

For the Consultant:

- (ii) Notice will be deemed to be served as specified below:
- (a) In the case of personal delivery or by registered mail, speed post through courier services on delivery.
 - (b) In the case of telegrams, 24 hours following confirmed transmission;
 - (c) In the case of facsimiles, 24 hours following confirmed transmission;
- (iii) Provided that in case of (b) and (c) above it shall be confirmed by a letter sent by registered post, speed post or through courier service.
- (iv) A party may change its address for notice here-under by giving the other party notice of such change.

1.7 Location:

The Services shall be performed at such locations as approved by the Central University of Jharkhand.

1.8 Authorized Representatives:

The Authorized representatives for Central University of Jharkhand

OSD (Project)

The Authorized representatives for the Consultant

1.9 Taxes and Duties :

The Consultant shall pay all such taxes, duties, fees and other impositions as may be levied under the Applicable Law for time being in force except the Service Tax. However, the Service Tax, Cess, Surcharge levied on consultancy fees shall be reimbursed by Central University of Jharkhand at then prevailing rate on every payment made to the consultant.

Income tax as applicable shall be deducted at source from every payment towards fees.

1.10 Termination

The Central University of Jharkhand may, by not less than fifteen (15) days' written notice of termination to the Consultants for which there shall be a written notice of not less than Thirty (30) days, such notice to be given after the concurrence of any of the events to terminate this Contract mentioned as follows :

- (i) if the Consultants fail to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension, within thirty (30) days of receipt of such notice of suspension or within such further period as the Central University of Jharkhand may have subsequently approved in writing;
- (ii) if the Consultant becomes insolvent or bankrupt or enter into any Contracts with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (iii) If the Consultants fail to comply with any final decision reached as a result of arbitration proceedings under this contract.
- (iv) if the Consultants submit to the Central University of Jharkhand a statement which has a material effect on the rights, obligations or interests of the Central University of Jharkhand and which the Consultants know to be false;
- (v) if, as a result of Force Major, the Consultants are unable to perform a material portion of the Services for a period of not less than Thirty (30) days; or
- (vi) if the CUJ, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (vii) if the Consultant, in the judgment of the Central University of Jharkhand has engaged in corrupt or fraudulent practices in executing the Contract.
- (viii) In case the contract is terminated, the balance amount of advance fee if any, paid earlier shall be paid back by the Consultant to Central University of Jharkhand within thirty days of the termination letter, failing which the same shall be recovered by en-cashing the performance security.

1.11 Obligations of the Consultant :

- (a.) Standard of Performance: The Consultant shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices and shall observe sound management practices and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful Advisor to the Central University of Jharkhand and shall at all times support and safeguard the Central University of Jharkhand's legitimate interests in any dealings with third parties.
- (b.) The Consultant shall perform the services in accordance with the applicable law and shall take all practical steps to ensure that personal of the consultant comply with the applicable law consultant shall, respect local customs

2.0 CONFLICT OF INTERESTS:

2.1 Consultant not to benefit from Commissions, Discounts etc.

The remuneration of cost set out in the contract shall constitute the sole amount payable to the Consultant in connection with this Contract or the Services. The Consultant or its personnel shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of its obligations hereunder.

2.2 Consultants and Affiliates not to engage in certain Activities

The Consultants agree that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultants, as well as any sub-consultant and any entity affiliated with such sub-consultant, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

2.4 Insurance to be taken out by the Consultants

The Consultant shall take out and maintain, and shall cause any sub-consultants to take out and maintain, at their (or the sub-consultants', as the case may be) own cost insurance against the risks, and for the coverage.

2.5 Confidentiality:

The Consultant and its Personnel and sub-consultant shall not, either during the term or after the expiration of this Contract, disclose any proprietary or confidential information relating to the project, the Services, this Contract or the Central University of Jharkhand's business or operations without the prior written consent of the Central University of Jharkhand. The Consultant jointly or severally shall be liable to make good any loss suffered by the CUJ due to breach of confidentiality by them, their sub-Consultants or personnel.

2.6 Indemnity of CUJ

The Central University of Jharkhand undertakes no responsibility in respect of life, accident, travel or any other insurance coverage for the Personnel or for the dependents of any such Personnel of the Consultant.

The Central University of Jharkhand and the Central Government shall stand automatically indemnified against all claims, proceedings, demands, costs and expenses of whatsoever nature that may arise or accrue by any reasons or reason of infringement or alleged infringement by the Consultants of any patent or other protected right during or in connection with the Services.

The Consultant shall be liable to indemnify the Central University of Jharkhand for any direct

loss or damage accrued or likely to accrue due to deficiency of service rendered by him.

2.7 Assignment and Sub-Contracting

The Consultant shall not assign this Contract or Subcontract any portion of without the prior consent Central University of Jharkhand in writing. However the Consultant, after the award of the contract, may engage sub-consultants, considered suitable for the part of services which may require specific expertise at his own cost with prior approval of Vice Chancellor, Central University of Jharkhand subject to the condition that the overall responsibility of performance under the contract shall always lie with the consultant only.

2.8 Settlement of Disputes :

In the event of any dispute or difference arises between the parties relating to the services, meaning or effect of this Contract or any other clause or in respect of the rights and liabilities of the parties or other matters specified therein or with reference to anything arising out of or incidental to this Contract or otherwise in relation to the terms, whether during the continuance of this Contract or thereafter, such disputes or differences shall be endeavored to be solved by mutual negotiations.

If however such negotiations are infructuous, the dispute or difference shall be referred to the Arbitrator appointed by the parties under provisions of the Arbitration and Conciliation Act, 1996. The Vice Chancellor, Central University of Jharkhand will be the arbitrator and his decision will be final and binding on both the parties.

Any reference to arbitration shall not relieve either Party from the due performance of its obligations under this Contract. However, if the nature of disputed matter under arbitration so necessitates, either party may suspend further performance till the arbitration award is declared. The period of non-performance under these circumstances will be added to the already agreed period of completion, without payment of compensation for such delay.

The Arbitration proceedings shall be held at Ranchi

Any court case arises by any dispute shall be subject to the Ranchi Court jurisdiction.

3.0 FORECLOSURE :

3.1 The Central University of Jharkhand may, by not less than thirty (30) days written notice of foreclosure (the expiry of the notice period whereof being the date of termination) to the Consultant, without assigning any reason whatsoever at any stage of the Contract, foreclose the Contract.

3.3 Upon foreclosure of this Contract, the Consultant shall take necessary steps to bring the work to a close in a prompt orderly manner and shall hand over all the documents/reports prepared by the Consultant upto and including the date of foreclosure to the Central University of Jharkhand.

3.4 The Consultant shall be duly paid for the works carried out and services rendered till the date of foreclosure. The Consultant shall also be reimbursed for reasonable demobilization expenses, if the Contract is foreclosed.

SECTION - VIII

ADDITIONAL CONDITIONS OF AGREEMENT

1. Expiration of Agreement:

Unless terminated earlier pursuant of General Conditions (GC) Clause 1.2 hereof, the Agreement shall expire when services have been completed and all payments have been made at the end of defect liability period.

2. Liability of Parties:

This agreement contains all covenants, stipulations and provisions agreed by the parties. No agent or representative of either Party has authority to make, and the Parties shall not bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

3. Modification:

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

4. Force Majeure

4.1 Definition:

- (a) For the purposes of this agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, war, riot, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action which are not within the power of the Party invoking force Majeure to prevent, confiscation or any other action by Government Agencies.
- (b) Force Majeure shall not include any event, which is caused by the negligence or intentional action of a Party or such Party's Sub-Consultant or agent or employees or,
- (c) Force Majeure shall not include any event, which a diligent Party could reasonably have been expected to:
 - (i) Take into account at the time of the conclusion of this Agreement and/or;
 - (ii) Avoid or overcome in the carrying out of its obligations hereunder.
- (d) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

4.2 No Breach of Agreement

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

- a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.
- b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event and shall similarly give notice of the restoration of normal conditions as soon as possible.
- c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

4.3 Consultation:

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

4.4 Extension of Time:

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

4.5 Payments:

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants shall be entitled to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of services and in reactivating the Services after the end of such period.

5. Accounting, Inspection and Auditing:

The Consultants shall:

- (i) Keep accurate and systematic accounts and records in respect of the Services, hereunder, in accordance with accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the bases thereof; and
- (ii) Permit Central University of Jharkhand or its designated representative periodically, and up-to one year from the expiration or termination of this agreement, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Central University of Jharkhand .

6. Consultant's Actions requiring Employer's prior Approval:

The Consultants shall obtain the Central University of Jharkhand's prior approval in writing before taking any of the following actions:

- (a) Appointing such members of the Personnel as are listed in Form-B of RFP merely by title but not by name;
- (b) Entering into a subcontract for the performance of any part of the Services, it being understood that:
 - (i) The selection of the Sub-Consultant and the terms of conditions of the Sub-Contract shall have been approved in writing by Central University of Jharkhand prior to the execution of the Sub-Contract; and

- (ii) That the Consultants shall remain fully liable for the performance of the Services by the Sub-Consultant and its personnel pursuant to this agreement;

7. Documents Prepared by the Consultants to be Property of the Employer:

All plans, drawings specifications, designs, reports, other documents and software prepared by the Consultants for Central University of Jharkhand under this agreement shall become and remain the property of Central University of Jharkhand. The Consultants shall, not later than upon termination or expiration of this Agreement, deliver all such documents etc. to Central University of Jharkhand, together with a detailed inventory thereof.

8. Approval of Personnel:

The Key Personnel listed by the title as by the name are hereby approved by Central University of Jharkhand. In respect of other personnel, which the Consultants propose to use in the carrying out of the Services, the Consultants shall submit to Central University of Jharkhand for review and approval of a copy of their biographical data. If Central University of Jharkhand does not object in writing (stating the reasons for the objection) within thirty (30) calendar days from the date of receipt of such biographical data, such Key Personnel shall be deemed to have approved by Central University of Jharkhand.

9. Removal and / or Replacement of Personnel:

- a) Except as Central University of Jharkhand may otherwise agree, no changes shall be made in the Key Personnel. If for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Personnel, the Consultants shall forthwith provide as a replacement a person of equivalent or better qualifications acceptable to the Employer, such replaced person shall be inducted only after approval by Central University of Jharkhand.
- b) If Central University of Jharkhand; (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the personnel, then the Consultants shall, at Central University of Jharkhand written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to Central University of Jharkhand.

10. Recovery:

Any sum falling due or any loss caused due to this agreement shall be recoverable by Central University of Jharkhand from the Consultant.

11. Miscellaneous:

In any arbitration proceeding hereunder:

- (a) Proceedings shall, unless otherwise agreed by the Parties, be held in the State Capital, Ranchi.
- (b) English shall be the language for the purpose of communication in respect of this agreement.
- (c) The decision of the arbitrator shall be final and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

SECTION-IX

(APPENDIX: II)

FORM OF PERFORMANCE BANK GUARANTEE

TO: _____ [name of Employer]

_____ [name of Employer]

Dear Sir(s)

WHEREAS _____ [name and address of Consultant] (hereinafter called "the Consultant") has undertaken, in pursuance of Contract No. _____ dated _____ to provide Consultancy services for the Project _____ [Project ID No and brief description of Works] (hereinafter called "the Contract")

AND WHEREAS it has been stipulated by you in the said Contract shall furnish you with a Bank Guarantee by Scheduled or Institutional Bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Consultant such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Consultant, up to a total of Rs. _____ [amount of guarantee] (*) _____ [in words], and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [amount of guarantee] (*) as aforesaid, without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said amount from the Consultant before presenting us with the demand.

We further agree that no change or additional to or other modification of the terms of the Contract or of the Consultancy Services to be performed there under or of any of the Contract documents which may be made between you and the Consultant, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until (i.e.) 6 months from the date of completion of consultancy services.

Signature and Seal _____

Name of Bank/Financial Institution _____

Address _____

Date _____

The Guarantor shall insert an amount representing the percentage of the Contract Price specified in the contract.

Note 1: The stamp papers of appropriate value shall be purchased in the name of bank that issues the "Bank Guarantee".

Note 2: The bank guarantee shall be form a Scheduled or Institutional Bank.

* An amount shall be inserted by the bank representing the amount of the Advance Payment.

SECTION-X

(APPENDIX: III)

FORM OF BANK GUARANTEE FOR ADVANCE PAYMENT

To: _____ [name of Employer]
_____ [name of Employer]

Dear Sir(s)

In accordance with the provisions of the Conditions of Contract, sub clause 6.4(a) (“Advance Payment”) of the above mentioned Contract, _____ [name and address of Consultant] (hereinafter called “the Consultant”) shall deposit with _____ [name of Employer] a bank guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of _____ [amount of guarantee]* _____ [in words].

We, the _____ [bank], as instructed by the Consultant, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to _____ [name of Employer] on his first demand without whatsoever right of objection on our part and without his first claim to the Consultant, in the amount not exceeding _____ [amount of guarantee]* _____ [in words].

We further agree that no change or addition to or other modification of the terms of the Contract or of Works to be performed there under or of any of the Contract documents which may be made between _____ [name of Employer] and the Consultant, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

The guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until _____ [name of Employer] receives full repayment of the same amount from the Consultant

Signature and Seal _____

Name of Bank/Financial Institution _____

Address _____

Date _____

Note 1: The stamp papers of appropriate value shall be purchased in the name of bank that issues the “Bank Guarantee”.

Note 2: The bank guarantee shall be form a Scheduled or Institutional Bank.

* An amount shall be inserted by the bank representing the amount of the Advance Payment.