

**Gurugram University, Gurugram**  
Website: [www.gurugramuniversity.ac.in](http://www.gurugramuniversity.ac.in)



**Engagement of Construction Management Consultant  
(CMC) for providing Construction Management  
Services for upcoming works of the New Campus of the  
Gurugram University, Sector 87, Gurugram, Haryana**

Tender No: TENDER/----- dated-----

## **Invitation of Bids**

### **Engagement of Construction Management Consultant (CMC) for providing Construction Management Services for upcoming works of the New Campus of the Gurugram University, Sector 87, Gurugram, Haryana**

#### **Time schedule of various tender related events:**

- Date of publishing: **25-09-2020**
- Last date of tender submission: **05-10-2020**
- Last date of submission of EMD/Tender Fees and other documents at Gurugram University, Gurugram: **05-10-2020 (3:00pm)**
- Date of opening of technical bid: **05-10-2020 after 03:00 PM.**
- Date of opening of financial bid: To be intimated as soon as the Technical bid will be scrutinized.

## **NOTICE INVITING TENDER**

**Gurugram University, Gurugram (GUG)** invites tenders in two bids system from Central Public Sector Undertakings (CPSUs) / State PSUs who are eligible for Providing Construction Management for Construction & Development of **New University Buildings at Sector-87, Gurugram, Haryana**. The CMC shall be Selected /Appointed on the basis of Lowest bids basis. The GUG desires to construct administrative block & Academic Block Buildings will also meet all the requirements of a green field university. The prospective bidders may request the University for visit of the proposed site.

1. Construction Management Consultant, hereinafter called as CMC will be appointed by Gurugram University, Gurugram (hereinafter called as GUG)
2. In order to establish the new campus, GUG shall appoint the CMC whose scope of work shall include construction management services ensuring quality and stability of structure etc.
3. It is proposed to engage a Construction Management Consultant (CMC) to act as an engineer on behalf of GUG for execution of development & construction works of the GUG campus. The engagement/ selection of CMC will be done on the basis of QCBS.
4. The bid document for the appointment of CMC for GUG can be downloaded from GUG's website [www.gurugramuniversity.ac.in](http://www.gurugramuniversity.ac.in). The bidder shall deposit the cost of bid document along with submission of the other requisite documents, failing which his bid shall not be considered. The cost of bid documents is **Rs. 5000/- Five thousand only**) which shall be Deposited offline through Demand Draft in favour of Finance Officer Gurugram University, Gurugram. The bidders are advised not to make any corrections, additions, alterations in the downloaded bid document. In case, any corrections, additions, alterations are made in the downloaded bid documents; such bid shall summarily be rejected.

- 5. Estimated Cost of project:** The projected cost of the 1<sup>st</sup> Phase of project shall be approx. Rs. 26 crs. However, the construction work shall be prioritised as per the need of the GUG.
- 6. Completion Time:** 15 Months or mutually decided during the allotment of the work.
- 7. EMD:** The Earnest Money shall be deposited through Demand Draft in favour of Finance Officer Gurugram University, Gurugram only. EMD for all the unsuccessful bidders shall be returned after the CMC has been appointed by GUG. No exemption from depositing the EMD shall be allowed to any participating bidder.

1.	GUG	:	Gurugram University, Gurugram (Haryana)
2.	Date of Publication of Notice for EOI	:	25-09-2020
3.	Estimated Cost of Project	:	<ul style="list-style-type: none"> <li>The projected cost of the 1<sup>st</sup> Phase of project shall be approx. Rs. 26 crs. However the construction work shall be prioritised as per the need of the GUG.</li> </ul>
4.	Completion Time	:	15 Months or mutually decided during the allotment of the work.
5.	Cost of Tender Document offline in shape of Demand Draft in Favour of Finance Officer Gurugram University, Gurugram.	:	Rs. 5000/- (Rs. Five Thousand only) Non Refundable
6.	EMD(in shape of Demand Draft)in Favour of Finance Officer Gurugram University, Gurugram.	:	Rs. 2 Lacs (Rs. Two Lacs only)

**8. GUG reserves the right to :**

- i) Postpone and/ or extend the date of receipt of or to withdraw the bidding notice without assigning any reason thereof, entirely at the discretion of the GUG. In such an event, consulting firms shall not be entitled to any compensation in any form, whatsoever.
  - ii) Cancel the bidding process and reject all or any of the proposals and will not be bound to accept lowest or any proposal or to give any reasons for the decision.
  - iii) accept or reject any or all tenders without assigning any reason thereof.
9. In case, the last date for submission & opening of tenders is declared as a public holiday, the next official working day shall be deemed as last date of submission and opening of proposals without any change in time indicated. No separate notice to this effect shall be issued.

**10. Jurisdiction for Settlement of Disputes:**

The decision of the GUG, Gurugram Committee shall be final & binding on participating firms. In the event of any dispute related to the judging procedure or the recommendation of the GUG, Gurugram committee the settlement will be done by sole arbitration of the Vice Chancellor, GUG, Gurugram or by the arbitrator appointed by him without recourse to the legal authorities.

**11. Award of Work :**

**The work shall be awarded on Quality cum Cost base selection procedure.**

**12. Termination of the bid:**

- a) Against all expectations entertained by GUG if none of the Bidder found eligible by the GUG's committee the bidding will be regarded as terminated.



# **BID DOCUMENT**

## **FOR**

**Engagement of Construction Management Consultant (CMC) for providing Construction Management Services for upcoming works of the New Campus of the Gurugram University, Sector 87, Gurugram, Haryana**



## **Information to Bidders (ITB)**

Gurugram University, Gurugram (Haryana) is willing to engage the services of Construction Management Consultant (CMC) from amongst Central Public Sector Undertakings (CPSUs), State PSU's for Construction & Development of **New University Buildings at Sector-87, Gurugram, Haryana**. The CMC shall be Selected /Appointed on the basis of Quality-cum-Cost Based Selection System (QCCBS) as defined in the tender documents.

The projected cost of the 1<sup>st</sup> Phase of project shall be Rs. 26 crs. However, the construction work shall be prioritised as per the need of the GUG.

### **Definitions**

Unless context or consistency demands otherwise the following terms shall have the meaning assigned to them as under:

- a. **'GUG'** shall mean Gurugram University, Gurugram (Haryana) and shall include their legal representative, successor and permitted assigns.
- b. **'Architect'** means Agency for providing Architectural and Engineering services. to be arranged by GUG
  - i. **'CMC'** shall mean the Construction Management Consultant engaged by the GUG.
- c. **'Contract'** means the Contract signed by the parties and all the attached documents listed in the General conditions of the Contract (GCC), the Project Specific Conditions (SC), and the appendices.
- d. **'Day'** means calendar day.
- e. **'Government'** means Govt. of Haryana
- f. **'Assignment/ Job'** means the work to be performed by selected Bidder pursuant to the contract.
- g. **'PSU'** means A Central or Haryana State PSU which is eligible to bid for the Assignment/Job.
- h. **'Authorized Representative'** shall mean the representative of Construction

Management Consultant.

- i. **'Projects'** shall mean construction of “New Upcoming buildings of Administrative Block and Academic Block Works for the Gurugram University, Gurugram (Haryana).
- j. **'Services'** shall mean the providing Construction Management services to be rendered by the CMC.
- k. **'Contractor'** means the contractor or contractors or suppliers or agencies employed for the work or any connected work.
- l. **“Completion”** means when the Building(s) Structures(s) are complete in all respects along with associated services i.e ready to occupy and are actually handed over to the GUG.
- m. **“CTE”** means Chief Technical Examiner.
- n. **“CVC”** means Central Vigilance Commission, Government of India.
- o. **“CAG”** means Controller Auditor General, Government of India.
- p. **“QCBS”**Quality-cum-Cost Based Selection System.

**Clause 1.Eligibility Criteria:-**

As per clause 5.0 of this document.

**Clause 2. Scope of works:** The detailed scope of the work to be rendered by the CMC is as follows:-

- 2.1 The GUG's had carried out detailed topographical survey of the campus and have approved the Matser Plan along with the Architecture and Engineering design and Estimation from the appointed architect as per the green building Norms for minimum 3 star rating.
- 2.2 The Estimate covers all Civil Engineering Works, Electrical and Mechanical Engineering Works, and Special installation like lifts, generators and the other Equipments, along with the detailed specifications.
- 2.3 The CMC shall prepare the tender schedule & tender documents and call e- tenders for composite Civil, Electrical, other Engineering and Specialized works on the Bill of Quantities, based on the Detailed Estimates as prepared by GUG.
- 2.4 Prequalification of Tenderers and selection of Bidder shall be done by floating the tender on the basis of Haryana PWD manual.
- 2.5 Finalise the Tender adopting CMC' procedure, after determining the reasonable cost of works based on market rate analysis of major items, duly associating a representative of the GUG as a member of the Tender Committee. Take the approval of the GUG for engagement of the selected Contractor. Take Revised Sanction for Expenditure from the

GUG if the Contract Value exceeds and the administrative approval is required.

2.6 Execute the Agreement with the Contractor for and on behalf of the GUG as an Engineer.

2.7 CMC will be responsible for supervision and execution of the proposed Works by deployment of adequate technical and supporting staff at various sites of works.

- 2.8 Liaise with Local Bodies and obtain their approvals for shifting/ relocating existing utilities as necessary. The GUG will provide all possible assistance in this regard.
- 2.9 Submit Monthly Progress Reports in the approved or as required by the GUG.
- 2.10 Verifying the Bills of the contractor and releasing the payments to the contractors.
- 2.11 Coordinating with main and sub-contractors and rendering technical advice; Holding periodic Progress Meetings and sorting out problems.
- 2.12 Providing adequate supervising personnel in the field to coordinate, control, supervise, inspect, liaise and report on the works at site;
- 2.13 Keeping a close watch on Deviations by way of Extra items, Substituted items and Deviations in Quantities of Schedule items. GUGs' Revised Expenditure Sanction to be taken by the CMC whenever found necessary if the Cost of the work with its Deviation and Price Escalation and the amount for which Expenditure Sanction has been obtained from the GUG.
- 2.14 Ensuring that the construction is being carried out in accordance with the approved working designs, drawings and specifications and as per programme laid down in the Works Contract Agreement.
- 2.15 Ensure quality control of the Work including materials and workmanship, certify measurement of work executed, and make progressive payments based on physical realization / completion of works, as per approved procedure and schedule of payments to Contractors. A Monitoring Committee constituted by GUG will do the routine inspection at site on random basis but the overall responsibility is of CMC.
- 2.16 Sanction of Extension of Time to the Contractor for completion of Works, with or without Liquidated Damages, subject to keeping the GUG advised of the same with full justification including the effect on completion Cost of works, if any.
- 2.17 Finalisation of accounts and closing Works Contracts and furnishing the Accounts along with 4 copies of "As Built" drawings on reproducible papers and soft copy (AutoCAD and PDF format) to the GUG. Standard Measurement Book should be given to GUG after completion of work.

2.18 CMC will be responsible for the Complete administration and management of Contract with the Works Contractor till expiry of the maintenance period and payment of final dues to the Contractor.

2.19 Collect and deliver to the GUG, Guarantee Bonds executed by the Contractor for Specialized items of Works such as Waterproofing of structures, Termite Proofing of Structures etc which involve maintenance period extending well beyond the normal maintenance period of structures. Collect and deliver to the GUG, Insurance Policies, if any, of Works still current at the time of handing over of works.

2.20 CMC will attend to the inspection, if any, carried out by Government Agencies such as Central Vigilance Commission, Chief Technical Examiner, Controller Auditor General etc. comply with their Statutory requirement and effectively arrange for replying to their observations.

2.21 Getting defects, if any, CMC shall be responsible for the rectification during the 'Defect Liability Period' which will be 36 months.

2.22 National Building Code should be followed.

Four sets of each drawing shall be submitted by GUG architect to CMC before the execution.

2.23 Planning for Environment friendly and green building concept has been adopted as per the latest norms of Government of India/ Haryana

2.24 The structural and other approved drawings shall be provided by the architect.

### **Clause 3. Bid Conditions**

3.1 The projected cost of the 1<sup>st</sup> Phase of project shall be approx. Rs. 26 crs. However, the construction work shall be prioritised as per the need of the GUG .GUG may execute additional works from CMC at the same quoted price.

3.2 The Bidders shall provide their services as CMC till the completion of allotted works and finalization of Accounts, whichever is later.

3.3 GUG reserves to itself the authority to reject any or all of the bids received and changes the scope of the work without assigning any reason. The GUG also reserves the right to itself to terminate the bidding process at any stage without assigning any reason. The offer, in which any of the prescribed conditions is not fulfilled or where the

bidder puts any condition including that of conditional rebate, shall be liable to be summarily rejected.

3.4 Canvassing whether directly or indirectly, in connection with the bid is strictly prohibited and the bid submitted by the bidder who resorts to canvassing in any form would be liable to rejection.

3.5 The offer shall remain open for acceptance for a period of 180 days from the date of opening of 'Bids'.

3.6 Bidder must ensure before submitting the bid that each and every page of the bid documents is signed by the authorized officer of the organization. The bid document shall form a part of the contract agreement. The successful bidder on acceptance of his bid by the Accepting Authority, and issue of letter of intent/award shall, within 15 days, sign the contract agreement. To obtain first-hand information on the assignment and on the local conditions, bidders are advised to visit the site. Bidders are expected to be informed themselves of local conditions and take these into account while preparing their bids.

#### **Clause 4.Submission of Bid:**

4.1 Financial Bid, Completed in all respects to be submitted on the date mentioned above.

4.2 The Agency charges inclusive of all taxes for Providing Construction Management services (CMC) shall be quoted in terms of percentage of construction cost both in figure & in words duly signed by the Authorized Signatory to be indicated in the prescribed format provided. However, GST shall be paid extra.

4.3 GUG shall reimburse/ pay all expenditure related to obtaining statutory clearances of the project as per actual including registration charges (if any) with concerned authority.

#### **Clause 5. Evaluation Criteria:**

The Financial bids will be opened only of those bidders who qualify the technical Evaluation Criteria.

##### 5.1 Minimum Eligibility Criteria:

1. Should have experience in the field of construction for at least 10 years, as on 25/08/2020.
2. Experience of having successfully completed/ongoing construction of the works during last three years, ending 25/08/2020.
  - (a) Shall have experience/ongoing work for construction of Educational Institute in state of Haryana.

- (b) One similar work consisting not less than Rs. 250 crores or
- (c) Two similar works costing not less than Rs. 100 crores each.
- 3. The agency should have executed similar RCC framed building structures with finishing including public health engg, electrical, HVAC, firefighting, interior, landscaping and associated works.
- 4. Annual turnover as per ITCC or profit & loss statement for the last 5 financial years should be atleast Rs. 500 cr, each year, ending 25/08/2020.
- 5. Latest bank solvency certificate issued from any nationalized bank for Rs 10 cr.

## Clause 6. Opening and Evaluation of Financial Bid

The Financial Bids will be opened only of those bidders who qualify the technical criteria. The cost indicated in the Financial Bid shall be deemed as final and reflecting the total cost of services and should be stated in % only. The financial bid **is inclusive of all taxes**. Financial bid must be quoted up to two decimal places only.

### 6.1 Evaluation Criteria

The PSU whosoever qualify in pre-qualification, their Technical Bids shall be evaluated as follows:

Technical Proposal-sub Criteria for evaluation.

Sr.no	Sub Criteria	Marks
<b>A.</b>	<b>Organization Strength</b>	<b>20 marks</b>
	Presence of in House Professionally qualified staff in your organization in following indicative categories.	
	1.Civil Engineer/Structural Engineers	>500      20 marks
	2. Electrical Engineer	400 to 500      10 marks
	3. Architects	300 to 400      5 marks
	4. Mechanical Engineer	
	5.Instrumentation/Automation/Engineer/Electronics/Computer Engineer	
<b>B.</b>	<b>MoU Rating</b>	<b>10 marks</b>
	MoU Rating The PSU should have a minimum MoU rating as Good during last any consecutive 5years (from FY 2012-13 to FY 2019-20)	Excellent      10 marks Very Good      5 marks Good      3 marks
<b>C.</b>	<b>Financial Capability</b>	<b>30 marks</b>
i.	Net worth in last financial year Net worth in last financial year should be at least Rs 100cr. and agency should not have occurred any loss in last 5years i.e profit after tax in last five years should be positive.	>200 crores      10 marks 150 to 200 crores      5 marks 100 to 150 crores      3 marks
ii.	Average annual business turnover in the last five years should be at least 500 cr	>1000 crores      10 marks 750 to 1000 crores      5 marks 500 to 750 crores      3 marks
iii.	Solvency Certificate	>/= 100 crores      5 marks
iv.	No. of projects executed during the last seven years:	>/= 200 crores (2 projects): 5 marks



	No. of projects executed during the last seven years. Out of that should have executed at least 2 projects of more than 50Cr. in last seven years.	50-200 Crores: 3 marks
<b>D.</b>	<b>Relevant Experience</b>	<b>10 marks</b>
	Cummulative Value of below listed Criteria projects( exceeding Rs. 500 crores) in last ten years	>1000 crores 10 marks 750 to 1000 crores 5 marks 500 to 750 crores 3 marks
<b>E.</b>	<b>Approach and methodology to carry out the assignment</b>	<b>15 marks</b>
<b>F.</b>	<b>Presentation</b>	<b>15 marks</b>
<b>G.</b>	<b>Financial Bidding Score (FBS)</b> <b>Total 100 Marks (20% weightage)</b> L1 Bidding : 100 marks L2 : 100*(L1/L2) marks L3 : 100*(L1/L3) marks L4 : 100*(L1/L4) marks L5 : 100*(L1/L5) marks  Criteria for technical score evaluation: Overall minimum of 70 marks in Technical Bid (out of 100 marks) to qualify for opening of Financial Bid PSU bidding Technical weightage 80% and Financial 20%. <b>Total Score: 0.8xTBS+ 0.2xFBS</b>	

#### **Clause 7. Award of contract:**

The Financial bids will be opened only of those bidders who qualify the technical Evaluation Criteria. Work will be allotted on the basis of Quality-cum-Cost basis.

#### **7.1 TERMS & CONDITIONS OF ENGAGEMENT:**

##### **RESPONSIBILITIES OF THE CMC**

- a. Subsequent to signing of the agreement, the CMC shall take possession of site from the GUG and shall nominate a responsible Engineer for execution of the project under intimation to the GUG.
- b. Master plan is ready with the GUG.
- c. CMC shall execute the works at sanctioned cost inclusive of agency charges for construction management services.
- d. CMC shall prepare the tender documents comprising the technical specification BOQ,

General Terms and Conditions, Special Conditions etc. for inviting tenders and appointing contractors. Based on approved item of HSR by Govt. of Haryana and Haryana PWD code / specifications.

- e. The CMC shall invite the e-tenders on behalf of GUG in a transparent manner as per the Haryana PWD code for execution of the projects.

**Clause 8. RESPONSIBILITIES OF THE GUG**

- 8.1 GUG shall be responsible for handing over of the site on as in where in basis.
- 8.2 GUG or any person authorized by them may inspect and check the 'Construction Work' from time to time to see that the project / various buildings are being constructed as per drawings & specifications as provided in the approved Estimate. If during the inspection, any defects or variation without the written request of the GUG are found shall be rectified by the Execution agency at their own cost.

8.3 GUG shall release the funds/payments promptly to ensure that the progress of work should not hamper due to non-availability of fund.

8.4 GUG shall make all the statutory payments to the local Government or any other statutory body or bodies relating to the project.

## **Clause 9. PAYMENT TERMS**

9.1 CMC shall work on Deposit Work Basis for this project on behalf of GUG and shall be paid the actual cost of work plus quoted fees.

9.2 A revolving fund will be created of 20% of the project cost for this work and same will be reimbursed on monthly basis.

9.3 The expression 'actual cost of works' shall include the following:

- a) All the final payments made to the contractor(s), supplier(s), agency as agreed upon in the tender for the construction of all the buildings, services, related facilities etc.
- b) All costs of materials acquired for the project and used on the work, either directly or through the contractor(s) including storage charges, carriage and any other incidental charges connected with such materials but excluding the material not incorporated or not handed over to the GUG.
- c) Actual cost of site survey, soil testing charges, laboratory charges for testing of any material, manufactured or built items including the cost of cartage of samples to and from the laboratory.
- d) All liabilities of the CMC payable to the contractors/ Sub-Contractor, suppliers and other agencies to the extent these falls within the definition of actual cost as may be left outstanding at the time of payment of final bill provided they have been accepted by the CMC as balance payment against final bill of these agencies.
- e) No Taxes will paid extra.
- f) All liabilities arising out of any court decree or arbitration award and /or any additional costs transpiring due to the direction of any Court/tribunal /statutory body and/or any other legal costs including but not limited to the cost of hiring advocates, getting legal opinions, filing of pleadings etc. for the purpose of initiating on behalf of, or defending, itself or the GUG in any suit or arbitration, in respect of any dispute arising out of the Project works done or to be done and/or freeing the site of all encumbrances and/or charges.

9.4 This Sub-Clause only addresses disputes/arbitrations/suits with any or all of the Contractors or any other person(s) body/authority. Nothing in this Sub-Clause shall be construed to cover any disputes/arbitrations/suits

between the GUG and the CMC, in which case, each party shall bear its own costs.

9.5 The parties hereto understand and agree that although these costs will come under actual costs and therefore be borne by the GUG, the same shall not be taken into account for the purpose of calculating the Agency charges except for such costs which as a result of an order/judgment/decrees have resulted in some form of addition or variation in the Project work.

9.6 The actual final cost of work shall not include:

a) Cost of land.

b) Cost paid by the GUG to local Government or any other statutory body or bodies for getting approvals for the project etc.

9.7 The payments by the GUG shall be made by transfer of funds in a bank account of CMC or RTGS/ NEFT.

9.8 The CMC will submit the final accounts of each project duly audited by the statutory auditors appointed by Comptroller and Auditor General of India as per requirement of Govt. of India. Accordingly, the final payment will be released after the final accounts audited by the Finance Department of the GUG.

9.9 Bank interest accrued on the deposits/advance shall be pass on to the GUG as per Central/State Government rules.

9.10 The CMC shall give their monthly reimbursement bill along with their expenditure claim (including agency charges) duly certified by the CMC on the project, for reimbursement of expenditure incurred. On completion of work, the accounts of the works shall be closed and a final statement shall be submitted for settlement along with refund of excess deposit received, if any, audited by GUG.

<sup>10.6</sup>  
**Clause 10. COMPLETION OF THE PROJECT**

10.1 Completion of Project: The completion period for each building/ work shall be mutually agreed by both the parties (CMC & GUG) before the commencement of the work. Such agreed time shall be deemed to form part of this Agreement.

10.2 GUG is appointing CMC for a period of completion of the buildings in this contract. After award of the work, GUG will execute the Agreement (MOU) with the successful bidder (CMC) based on terms of the submitted bid, operational requirements and other applicable standards. MoU can be extended after completion of the project on mutual agreement subjected to the satisfactory performance of the CMC and without increase of CMC Charges.

10.3 The above mutually agreed time schedule shall be subject to extension of time due to any reasons beyond control of GUG or CMC. GUG will give the priority of the buildings and as per the availability of funds

10.4 Defect liability period will be 12 months after completion and handing over of the building.

10.5 Any other points raised during the execution of MoU, the same may be decided mutually by both parties.

**Clause 11.0 LIQUIDATED DAMAGES**

11.1 In case CMC fails to complete the work within the contract period (extended period as mutually decided) due to any reason liquidated damages @ 0.50 % (Zero point Five zero percent) on awarded contract value for each week of delay subject to a maximum of 10% (ten percent) of the awarded contract value shall be levied to CMC and the benefit shall be passed on to the GUG.

11.2 The CMC shall be fully responsible to defend any suits or arbitration cases arising out of project in connection with the work between the CMC and its Contractor(s).

11.3 Any compensation levied by the CMC due to non-fulfilment of any clause of the contract by the contractor or any such recovery from the contractor for bad work or any other reasons whatsoever shall be passed on to the GUG.

#### 11.4 FORCE MAJEURE

neither the consultant nor the client shall be considered as defaulting in the performance of their contractual obligations under this agreement, as long as such performance is prevented or delayed, for reasons, beyond the reasonable control of the party claiming the existences of force majeure such as acts of god, severe earthquake, cyclone, floods, lighting, landslides, fire or explosions, plague or epidemics, strikes, lockouts (lasting more than 14 consecutive calendar days), sabotage, blockade, war, riots, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military usurped power or confiscation or trade embargoes or destruction or requisition by order of any Government or any Public Authority. The party claiming the existence of Force Majeure shall within ten days or within shortest possible period without delay, as the case may be, notify the other party about the occurrence of the Force Majeure event and provide the other details of arising and ceasing of the impediment. At the end of the impediment, the party claiming the existence of Force majeure shall provide necessary documental proof of cessation.

As soon as the cause of Force majeure has got removed, the party whose ability to perform its obligations has been affected shall notify the other of such cessation and of the actual delay incurred in such affected activity, adducing necessary evidence in support thereof. From the date of occurrence of a case of Force Majeure, obligations of the party affected shall be suspended during the continuance of Force Majeure Conditions and any liability so caused until the cause itself and the inability so caused resulting there from have been removed and the agreed time of completion of the respective obligations under this contract shall stand extended by a period equal to the period of delay occasioned by such events.

Should one or both the parties be prevented from fulfilling he contractual obligations by state of Force Majeure lasting continuously for a period of six months, the parties shall consult each other regarding the future implementation of the Project.

#### **Clause 12.0 ARBITRATION**

As per Arbitration and Reconciliation Act 1996 regarding arbitration of contracts and further amendment time to time.

#### **Clause 13.0 JURISDICTION**

This award of work /agreement is subjected to the Jurisdiction of Gurugram,Haryana only.

**Financial Bid Performa:**

**Name of work** Engagement of Construction Management Consultant (CMC) for providing Construction Management Services for upcoming works of the New Campus of the Gurugram University, Sector 87, Gurugram, Haryana

Sr.no	Name of Work	Fees Quoted in % of actual cost of work(in letters)	Fees Quoted in % of actual cost of work(in words)
1.	Consultancy fees for Construction Management Consultant (CMC) for providing Construction Management Services for upcoming works of the New Campus of the Gurugram University, Sector 87, Gurugram, Haryana		

**Note: The above fees shall be inclusive of all applicable taxes. Nothing extra on behalf of taxes will be paid.**