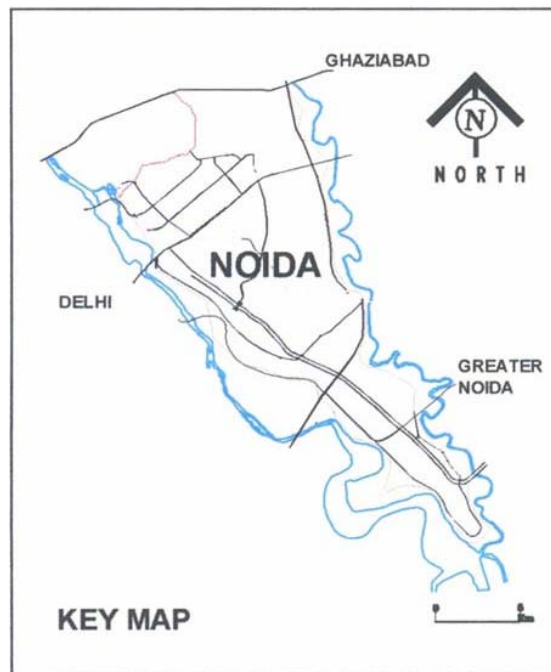


**Architectural Consultancy Services for an Office Building of New Okhla Industrial
Development Authority in Sector 44, Noida**

Terms of Reference

**Architectural Consultancy Services for an Office Building of New Okhla Industrial
Development Authority in Sector 44, Noida**

May 2010



Issued by:
New Okhla Industrial Development Authority
Main Administrative Building
Sector-6, Noida
District Gautam Budh Nagar - 201301
Uttar Pradesh, India

Bid Advertisement, Dated 29/04/2010

**Architectural Consultancy Services for an Office Building of New Okhla Industrial
Development Authority in Sector 44, Noida**

Disclaimer

This Terms of Reference (TOR Document) for “Architectural Consultancy Services for an Office Building of New Okhla Industrial Development Authority in Sector 44, Noida” (‘the Project’) contains brief information about the Project and selection process for the Successful Bidder (or ‘Consultant’). The purpose of the Document is to provide the Bidders with information to assist the formulation of their bid application (“the Application”).

While all efforts have been made to ensure the accuracy of information contained in this TOR Document, this Document does not purport to contain all the information required by the Bidders. The Bidder should conduct their own independent assessment, investigations and analysis and should check the reliability, accuracy and completeness of the information at their end and obtain independent advice from relevant sources as required before submission of their bid application. New Okhla Industrial Development Authority (“NOIDA” or “the Authority”) or any of its employees or advisors shall incur no liability under any law, statute, rules or regulations as to the accuracy or completeness of the TOR Document.

NOIDA reserves the right to change any or all conditions/ information set in this TOR Document by way of revision, deletion, updating or annulment through issuance of appropriate addendum as NOIDA may deem fit without assigning any reason thereof.

NOIDA reserves the right to accept or reject any or all applications without giving any reasons thereof. NOIDA will not entertain or be liable for any claim for costs and expenses in relation to the preparation of the bid applications to be submitted in terms of this TOR Document.

**Architectural Consultancy Services for an Office Building of New Okhla Industrial
Development Authority in Sector 44, Noida**

Index

Bid Advertisement, Dated.....	1
Disclaimer.....	2
Index.....	3
Section I: General Information.....	4
Section II: Terms of Reference.....	6
Section III: Instructions to Bidders.....	8
A. General Conditions.....	8
B. Preparation and Submission of Proposals.....	9
C. Bid opening.....	11
Section IV: Technical Evaluation Criteria.....	16
Section V: Proforma for Submission.....	17
Form – T1.....	18
Form – T2.....	19
Form – T3.....	20
Form – T4.....	21
Form – T5.....	22
Form – T6.....	23
Form – T7.....	25
Form – T8.....	26
Form – T9.....	27
Form – F1.....	29
Standard Conditions (SC).....	30

Architectural Consultancy Services for an Office Building of New Okhla Industrial Development Authority in Sector 44, Noida

Section I: General Information

I.I. Background

New Okhla Industrial Development Authority (hereinafter referred to as “NOIDA” or “the Authority”), intends to get the Architectural Consultancy Services for planning & designing of an Office Building in Sector-44, Noida through two-bid system from interested consultants / consultancy firms. In this regard, the Authority invited interested bidders through advertisement dated 4/05/2010. The Authority now invites the interested bidders to submit their technical and financial proposals as per provisions of this Terms of Reference Document. (TOR Document).

The Proposals would be evaluated in order to identify the Successful Bidder for the Project. The Successful Bidder would then have to enter into a service contract with NOIDA, and discharge all obligations of the Contract.

The duration of the Project for planning & designing would be for **6 (six) months** from the date of award of the Project. The Successful Bidder shall provide the services as mentioned in the Terms of Reference (Section – II).

I.II. Introduction to the Project

NOIDA intends to construct office building including site development/landscape works. The objective is to provide a energy efficient building with latest provisions related to safety, security and functionality, and optimum utilization of resources for a “Green Building”.

I.II. Salient Information

NOIDA invites technical and financial proposals from interested companies (“Bidders”) in accordance with the TOR Document in order to select a suitable firm to provide architectural consultancy Services for an Office Building of New Okhla Industrial Development Authority in Sector 44, Noida.

Key stages in the bid process for the Project are as below:

Table 1

Issuance of TOR Document	From NOIDA Main Administrative Office, Sector 6, Noida on all the working days from May 4, 2010 during office hours and from website of the Authority
Last date of submission of bids (Bid due date)	May 18, 2010 up to 1500 hours
Technical bid opening	May 18, 2010 at 1600 hours
Presentation of concept(s) by Bidders.	Date to be communicated later
Financial bid opening	Date to be communicated later

**Architectural Consultancy Services for an Office Building of New Okhla Industrial
Development Authority in Sector 44, Noida**

I.III. Content of the TOR Document

The TOR Document comprises of the contents as listed below:

Section I General Information	I.I Background I.II. Introduction to the Project I.III. Salient Information I.IV. Content of the TOR Document
Section II Terms of Reference	II.I Scope of Work II.II Timeline
Section III Instructions to Bidders	A. General Conditions B. Preparation and Submission of bids C. Bid Opening
Section IV Technical Evaluation	Technical Evaluation Criteria
Section V Pro-forma	Pro-forma for Submission of Bids - Technical Submission Form - Financial Submission Form
Section VI	Standard Conditions

The TOR Document may be obtained from the following address:

Chief Architect Planner
New Okhla Industrial Development Authority
Main Administrative Building, Sector – VI, Noida
District: Gautam Budh Nagar 201301, Uttar Pradesh, India
Ph: (0120) 2422444
Email: noida@noidaauthorityonline.com

**Architectural Consultancy Services for an Office Building of New Okhla Industrial
Development Authority in Sector 44, Noida**

Section II: Terms of Reference

II.I. Scope of Work

The bidders shall submit design concepts along with necessary Technical data. The design requirements are as below:

1. Plot Area : 17,000 Sq.m.(Approximately)
2. Maximum Permissible Ground Coverage : 25%
3. Max Permissible FAR : 4.00.
4. Maximum height of the building : No limit
5. NOIDA Building Bye-Laws shall be followed.
6. Norms of National Building Code shall be followed where NOIDA Building Bye-laws are silent.
7. Tentative project cost as on today : Rs 200 crores

The Bidder may submit more than one concept plan which will be explained by him during presentation. The Bidder shall also submit the specifications, estimated cost of the Building and cost-reduction measures, methodology of execution of the project.

Stage I – Preliminary Design (One and a half month)

1. Understanding client's requirements
2. Preparing preliminary conceptual scheme with plan of each floor, all elevations, section through important parts layout of the complex as per Master Plan/ Building Byelaws and National Building Code or other IS codes and norms applicable
3. Revising the scheme to suit the client's need till approval
4. Preparing preliminary estimates
5. Preparation of Lay-out Model showing building etc.
6. Preparing specifications, highlighting the cost effectiveness and feasibility
7. Revising the specifications to suit various parameters required

Stage II – Statutory Approval Stage :- (Two months)

1. On approval of conceptual scheme from the Authority; prepare drawings and other documents for submission to statutory authorities.
2. Liaise with various authorities and obtain approvals.
3. Make amendments/ modifications/ necessary corrections, if required, for approvals from statutory authorities.
4. Any modifications at this stage should be approved by Chief Executive Officer (CEO) or any other officer authorised by him, before submitting to statutory authorities.
5. Rating of "Green Building Design" from the appropriate authority / organization.

Stage III – Working Drawing Stage :- (Two and half months)

Architectural Consultancy Services for an Office Building of New Okhla Industrial Development Authority in Sector 44, Noida

1. Preparation of detailed architectural, structural, services drawings and interiors including drawings showing details of all utilities and services, internal and external including and incorporating all revisions and including details of specifications of all special item of work.
2. Preparation of the layout model and building model.
3. Obtaining approval of the Authority for above and modifying them if considered necessary by NOIDA .
4. If required, prepare drawings for obtaining approval of local and other authorities mentioned above and making any changes required by them.
5. Design and coordination of the architectural, structural engineering, and prepare (with help of engineers, and other consultants, as necessary) complete working details, schedules, specifications, and bill of quantities etc. to describe the whole project adequately for the purpose of placing the main and other subsidiary contracts by the NOIDA.
6. Preparing and supplying bills of quantities, along with details of calculation of all items of work together with details of specification of all special items complete with detailed architectural drawings, foundation/ structural drawings, detailed estimates on standard schedule based on market rates and/or norms of CPWD and tender documents to enable the NOIDA to invite tenders for building and development works including water supply (internal and external), sewerage disposal (internal and external),, electrification (internal and external), fire fighting system, roads paths, UG Tank, Pump room, RWH, landscaping, etc.

Stage IV – Construction Stage

1. Release such architectural, structural and services drawings specification and details, which may be required by the Project Engineer for proper execution of the work.
2. Obtain NOIDA approval for any material deviation in design or cost of the building, schedules and specification from the approved scheme.
3. Attending periodical review meetings.
4. Preparation of completion drawing of all the completed work.
5. Vetting of structural drawings through IIT/National Institute of Technology (NIT) .
6. Assist the executing agency in preparation and revision of CPM/ PERT chart.
7. Undertake site visits during the period of construction as and when required by the Authority to verify that the works are being executed generally in accordance with the approved drawing.

Other Terms and Conditions

1. **Structural stability:** The Consultant shall give certification regarding structural stability of the building (s) .
2. **Earthquake resistant:** The Consultant shall ensure that the building has been designed as earthquake resistant building.
3. Field verification to ensure complete accuracy.

II.II. Duration of the assignment

Architectural Consultancy Services for an Office Building of New Okhla Industrial Development Authority in Sector 44, Noida

The entire project is expected to be carried out in 6 months from the date of award of the project. Selected Bidder shall be required to finish the project within the stipulated time period.

Section III: Instructions to Bidders

A. General Conditions

1. Eligible Bidders

The Bidders must fulfill all the terms and conditions as mentioned below:

- 1.1. The Bidder should have completed consultancy work of office building projects during last five years from the date of opening of technical bid.
- 1.2. The Bidder should have an experience of minimum 10 years in the field of Architectural Consultancy.
- 1.3. The average annual turnover and net worth of the company during past 3 years should be minimum INR 30 lakh

Supportings for all the above claims need to be attached with the Bid proposal.

2. Number of Proposals and respondents

- 2.1. Each Bidder shall submit only one Proposal, in response to this TOR document. Any Bidder, who submits or participates in more than one Proposal, their bid will be disqualified.
- 2.2. The TOR document is not transferable and Proposals shall be submitted only by the Bidder to whom the TOR Document has been issued by NOIDA.

3. Proposal preparation cost

- 3.1. The Bidder shall bear all costs associated with the preparation and submission of the proposal. NOIDA will not be responsible and liable for any costs, regardless of the conduct or outcome of the proposal.
- 3.2. All papers submitted with the bid are neither returnable nor claimable.

4. Right to accept and reject any or all the Proposals

- 4.1. Notwithstanding anything contained in this TOR Document, NOIDA reserves the right to accept or reject any bid and to annul the bidding process and reject all the bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reason.
- 4.2. NOIDA reserves the right to reject any Proposal if:
 - 4.2.1. at any time, a material misrepresentation is made or discovered, or
 - 4.2.2. the Bidder does not respond promptly and diligently to requests for supplemental information required for the evaluation of the Proposal.
- 4.3. Rejection of the Proposal by NOIDA as aforesaid would lead to the disqualification of the Bidder. If such disqualification/ rejection occurs after the bids have been opened and the best bidder gets disqualified/ rejected, then NOIDA reserves the right to:

**Architectural Consultancy Services for an Office Building of New Okhla Industrial
Development Authority in Sector 44, Noida**

- 4.3.1. either invite the next best Bidder to match the Proposal submitted by the best Bidder;
OR
- 4.3.2. take any such measure as may be deemed fit in the sole discretion of NOIDA,
including annulment of the bidding process.

5. Amendment of TOR Document

- 5.1. At any time prior to the Proposal Due Date, the Authority, for any reason, whether at his own initiative or in response to a clarification requested by eligible Bidder, may modify the TOR document by issuance of an addendum. The addendum will be sent in writing to all eligible Bidders to whom the revised TOR Document has been supplied.
- 5.2. In order to provide the Bidders a reasonable time to examine the Addendum, or for any other reason, NOIDA may, at its own discretion, extend the Proposal Due Date.

6. Data Identification and collection

- 6.1. It is desirable that the Bidder submits its Proposal after verifying the availability of the data, information and/ or any other matter considered relevant.
- 6.2. It would be deemed that by submitting the Proposal, the Bidder has:
 - 6.2.1. Made a complete and careful examination and accepted the TOR Document in total;
 - 6.2.2. Received all relevant information requested from NOIDA and:
 - 6.2.3. Made a complete and careful examination of the various aspects of the Project including but not limited to:
 - 6.2.3.1. The Project area;
 - 6.2.3.2. Existing data or any relevant information;
 - 6.2.3.3. All other matters that might affect the Bidder's performance under the terms of this TOR Document.
- 6.3. NOIDA shall not be liable for any mistake or error on the part of the Bidder in respect of the above.

B. Preparation and Submission of Proposals

7. Language and currency

- 7.1. The Proposal and all related correspondence and documents should be written in the English language. Supporting documents and printed literature furnished by the Bidder with the Proposal may be in any other language provided that they are accompanied by appropriate translations of the pertinent passages in the English language. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail.
- 7.2. The currency for the purpose of the Proposal shall be the Indian Rupee (INR). In case conversion of currency to INR is required, such conversion shall be based upon the RBI Reference Rate applicable 14 (fourteen) days prior to the Proposal Due Date. In all such cases, the original figures in the relevant foreign currency, the exchange rate used and the INR equivalent shall be clearly stated as part of the Proposal. NOIDA reserves the right to

Architectural Consultancy Services for an Office Building of New Okhla Industrial Development Authority in Sector 44, Noida

use any other suitable exchange rate, if the Proposal is submitted in any other currency, for the purpose of uniformly evaluating all Bidders.

8. Proposal validity period and extension

- 8.1. Proposals shall remain valid for a period of 6 (six) months from the Proposal Due Date ("Proposal Validity Period") and NOIDA may solicit the Bidder's consent for extension of the period of validity, if required. NOIDA reserves the right to reject any Proposal, which does not meet this requirement.
- 8.2. In exceptional circumstances, prior to expiry of the original bid validity period, NOIDA may request Bidders to extend the bid validity period for specified additional period. Bidders, who may not extend the bid validity period, will deem to have withdrawn their bid at the expiry of bid validity period and their bid security shall be returned.

9. Format and Signing of Proposals/ Bids

- 9.1. The Bidder needs to submit their technical and financial proposals in prescribed format (Section V).
- 9.2. The proposal should accompany a Demand Draft (DD) of INR 5,000 (Rupees Five Thousand) as bid processing fee, in favor of New Okhla Industrial Development Authority payable at Noida from a nationalized bank.
- 9.3. The proposals/ bids shall be typed or printed and the Bidder shall initial each page. All the alterations, omissions, additions, or any other amendments made to the bid shall be initialed by the person(s) signing the proposal.
- 9.4. Bidders would provide all the information as per the TOR Document and in the specified formats. NOIDA reserves the right to reject any bid that is not in the specified formats.
- 9.5. The rates quoted should include all charges i.e. all taxes, duties, levies, out of pocket expenses, procurement cost, professional fee, vetting charges etc.
- 9.6. Rates quoted shall remain valid for a period of six months from the date of opening the financial proposal.

10. Sealing and marking of proposals

- 10.1. The Bidder shall seal the Technical and Financial proposal in separate envelopes. The Technical and the Financial Bid envelope should be duly marked as "TECHNICAL BID" and "FINANCIAL BID" respectively.
- 10.2. Both the envelopes shall be sealed along with the DD (as mentioned in clause 9.2) in one single outer envelope clearly bearing the following identification: Office Building for New Okhla Industrial Development Authority in Sector 44, Noida and shall be addressed to:

Chief Architect Planner

New Okhla Industrial Development Authority

Main Administrative Building, Sector – VI, Noida

District: Gautam Budh Nagar 201301, Uttar Pradesh, India

Ph: 0120-2422444

Email: noida@noidaauthorityonline.com

**Architectural Consultancy Services for an Office Building of New Okhla Industrial
Development Authority in Sector 44, Noida**

10.3. The envelope shall indicate the name, address and contact number of the Bidder

10.4. If the envelopes are not sealed and marked as instructed above, the Proposal/ bid may be deemed to be non-responsive and would be liable for rejection.

11. Proposal due date

11.1. NOIDA, at its sole discretion, may extend the bid due date by issuing an Addendum.

11.2. Proposals should be submitted at or before 1500 hours IST on May 18, 2010, to the address provided in Clause 10.2 in the manner and form as detailed in this TOR. Proposals submitted by either facsimile transmission or telex will not be acceptable.

11.3. NOIDA may, in exceptional circumstances, and for reasons to be recorded in writing, extend the Proposal Due Date, by issuing an Addendum in accordance with Clause 5, uniformly for all Bidders.

12. Late bid

Any bid received by NOIDA after 1500 hours IST on the May 18, 2010 will not be accepted.

13. Modifications/ Substitution/ Withdrawal of Proposals

The Bidder will not be allowed to modify, substitute or withdraw its Proposal once submitted to the NOIDA.

14. Selection of the Agency

From the time the Proposals are opened to the time the contract is awarded, if any Bidder wishes to contact the Authority, on any matter related to its proposal it should do so in writing. Any effort by the Bidder to influence any officer of the Authority in the proposal evaluation or contract award decisions may result in the rejection of the Bidder's proposal.

C. Bid opening

15. Opening of Proposals

15.1. NOIDA would open the Proposals at 1600 hours on the Proposal Due Date for the purpose of evaluation.

15.2. Proposals shall be opened in presence of interested Bidders who choose to be present at specified time and location.

15.3. NOIDA would subsequently examine Proposals in accordance with the criteria set out in this Document.

**Architectural Consultancy Services for an Office Building of New Okhla Industrial
Development Authority in Sector 44, Noida**

16. Confidentiality

- 16.1. Information relating to the examination, clarification, evaluation and recommendation for the short-listed Bidders shall not be disclosed to any person not officially concerned with the process.
- 16.2. After opening of the Proposals, no information relating to the examination, clarification, evaluation and comparison of Proposals and recommendations concerning the award of contract shall be disclosed to the Bidders or their representatives, if any. Any effort by a Bidder to exert undue or unfair influence in the process of examination, clarification, evaluation and comparison of Proposal shall result in outright rejection of the offer, made by the said Bidder.

17. Tests of Responsiveness

- 17.1. Prior to evaluation of bids, NOIDA will determine whether each bid is responsive to the requirements of the TOR Document. The bid shall be considered responsive if:
 - 17.1.1. It is received/ deemed to be received by the bid due date and time including any extension thereof pursuant to Clause 12.
 - 17.1.2. It is signed, sealed and marked as stipulated in Clause 10 and Clause 11.
 - 17.1.3. It contains information in formats specified in this TOR Document.
 - 17.1.4. It mentions the validity period as set out in Clause 8.
- 17.2. NOIDA reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by NOIDA in respect of such bids.

18. Clarifications Sought by NOIDA

To assist in the process of evaluation of Proposals, NOIDA may, at its sole discretion, ask any Bidder for clarification on its bid. The request for clarification and the response shall be in writing or by facsimile. No change in the substance of the Proposal would be permitted by way of such clarifications.

19. Proposal Evaluation

- 19.1. To assist in the examination, evaluation, and comparison of Proposals, NOIDA may utilise the services of advisor(s).
- 19.2. The bids will be evaluated by the Evaluation Committee to be appointed by the NOIDA.
- 19.3. The Qualification Submissions of the Bidders would first be checked for responsiveness as set out in Clause 17. All bids found to be substantially responsive shall be evaluated as per the Qualification Criteria set out in this TOR Document.
- 19.4. Bidders who meet the qualification criteria shall be short-listed ("Pre-qualified Bidders") for further evaluation.
- 19.5. The envelopes containing the Technical and Financial Proposal of the Bidders who do not meet the Qualification Criteria shall not be considered for further process.

**Architectural Consultancy Services for an Office Building of New Okhla Industrial
Development Authority in Sector 44, Noida**

20. Technical Proposal Screening

- 20.1. The Technical Proposals of the Pre-qualified Bidders would be screened as per the procedure set out in this Document.
- 20.2. Only those Bidders whose Technical Proposals which are found acceptable ("Technically Acceptable Bidders") would be considered for evaluation in the next stage.
- 20.3. Envelope containing the Financial Proposal of the Bidders who do not satisfy the Technical Screening Criteria shall not be returned to such Bidders and shall be kept in records of NOIDA.

21. Financial Proposal Evaluation

- 21.1. Financial proposal of only the technically acceptable Bidders would be opened and evaluated as per process set out in this TOR Document to identify a Successful Bidder (Consultant).
- 21.2. Financial proposal of all the shortlisted Bidders will be opened in the presence of the Bidders' representatives who choose to attend.
- 21.3. In the event that two or more bidders have the same financial bid, NOIDA may:
 - 21.3.1. Invite fresh proposals from such Bidders; or
 - 21.3.2. Take any such measure as may be deemed fit in its sole discretion, including annulment of the bidding process.

22. Negotiations

Negotiations may be held at the date, time and address intimated to the qualified and Successful Bidder. Representatives conducting negotiations on behalf of the Successful Bidder must have written authority to negotiate and conclude a contract.

23. Notifications

NOIDA will notify the Successful Bidder by a Letter of Intent (LoI) that its bid has been accepted.

24. Acknowledgement of LoI and Execution of Project Agreement

- 24.1. Within one (1) week from the date of issue of the LoI, the Successful Bidder shall acknowledge the LoI and return the same, duly accepted, to NOIDA. The Successful Bidder shall execute the Project Agreement within two (2) weeks of the issue of LoI.
- 24.2. NOIDA will promptly notify other bidders that their bids have been unsuccessful and their bid security will be returned (without interest).
- 24.3. Failure of the Successful Bidder to comply with the requirement of acknowledgement of LoI shall constitute sufficient grounds for the annulment of the LoI, and forfeiture of the bid security. In such an event, NOIDA reserves the right to:
 - 24.3.1. Either invite the next best Bidder for negotiations, or
 - 24.3.2. Take any such measure as may be deemed fit in the sole discretion of NOIDA, including annulment of the bidding process.

Architectural Consultancy Services for an Office Building of New Okhla Industrial Development Authority in Sector 44, Noida

25. Performance Security

25.1. To fulfill the requirement of performance security during the implementation period, the Successful Bidder will deposit INR 100,000 (INR One Lakh) in form of Bank Guarantee or Fixed Deposit Receipt drawn on any Nationalised Bank (in favour of the concerned accounts office) valid for six months from the date of Letter of Intent with a provision of its further extension / revalidation up to the period of six month or completion of job whichever is later.

25.2. Before the contract is awarded to the Bidder, an agreement will have to be signed by the Successful Bidder at his cost on proper stamp paper as per the Proforma (to be given later).

26. Payment Terms

S.No.	Key Activities/ Milestones	Payment %
1 (a)	On submission of scheme, plans drawings etc. of building and general layout plan, water supply scheme, Plinth Area Rate (PAR) estimate and its approval from the Authority.	15% of total fee
1 (b)	Submission of the scheme as in (a) to concerned local authorities and obtaining approval of the same after modification, etc. if any required by the concerned authorities.	30% of total fee (less payment made under 1(a))
2	Preparation and submission of detailed estimate on schedule of Rates comprising of building work, electrical work, sewerage, water supply, storm water drains, roads, landscaping / horticulture and preparation of its tender documents separately for main building works. Water drains, sanitary, storm water drains, sewerage, roads, horticulture work, outlining detailed specification etc. after approval from the Authority submission of 10 sets of tender drawings.	(50% of the total fee (less payment made under 1 (b))
3	Preparation and submission of structural drawings and other working building/ arch. Drawings: horticulture drawings, internal external water supply, storm water drains, sewerage, roads etc. After approval from the Authority, submission of 10 sets of drawings	70% of the total fee (less payment made under 2)
4	Site supervision as and when required by the Authority during progress of the work till its completion including issue of necessary drawings details, modified drawings etc.	80% of total fee (less payment made under 3)
5	The balance 20% will be payable after the receipt of the completion certificate. In case of any dispute raised by the Consultant with regard to the work for which the arbitration is sought, until such time the arbitration proceedings are concluded.	

Architectural Consultancy Services for an Office Building of New Okhla Industrial Development Authority in Sector 44, Noida

The Authority agrees to pay the quoted/ negotiated fee to the Successful Bidder/ Consultant for the professional services rendered by them.

- 26.1. The fee is inclusive of fees payable by the Consultant to any other sub consultant and associated consultant and nothing extra shall be payable by the Authority.
- 26.2. The Consultant shall have to make all arrangements for any other facilities required by his staff at their own cost.
- 26.3. Consultant shall acquaint itself with all the legislation, court and standards prescribed from time to time.

27. Cost of the Project to be excluded for payment to the Consultant

The cost of following items shall not be included in the cost for purpose of working out of the Consultant's fee.

- 27.1. Land including peripheral development charges
- 27.2. Plan approval and service connection deposited and fees payable to local and statutory bodies by the Authority
- 27.3. Any other services, lifts, generator etc. which are not planned by the Consultant
- 27.4. Cost of any rejected work
- 27.5. Cost of any supervisory and other establishment employed on work by the Consultant or the Authority
- 27.6. Other contingent expenditure like press advertisement, publicity, inauguration, ceremonies of building etc.
- 27.7. Fee paid by the consultant to I.I.T./N.I.T. for vetting of structural design.
- 27.8. Escalation in the cost due to increase in rates on materials, labour etc. after award of work
- 27.9. Any deviation in the item of work not authorized by the Authority prior to its execution

28. Ownership

All rights of data and document generated as part of this project will vest with the Authority.

29. Force Majeure

In case of natural calamities like flood, earth quake and also epidemics, riots and civil conflicts the time delay will be condoned by the Authority accordingly.

**Architectural Consultancy Services for an Office Building of New Okhla Industrial
Development Authority in Sector 44, Noida**

Section IV: Technical Evaluation Criteria

30. Qualification Criteria

The Bidder's competence and capability is proposed to be established by the following parameters. The Bidder should meet all the criteria.

- 30.1. The Bidder should have completed consultancy work of Office building Projects during last five years from the date of opening of technical bid. The Bidder should have completed at least one similar project in the NCR region. Completion certificate and documentary evidences and photographs duly attested should be attached in support of the above claim.
- 30.2. The Bidder should have an experience of minimum 10 years in Architectural Consultancy.
- 30.3. The average annual turnover and net worth of the company during past 3 years should be minimum INR 30 lakh
- 30.4. In case of a company/ Partnership firm one of the Partner / Director should be registered with Council of Architecture / Institution of Engineers:-
- 30.5. The Bidder shall also furnish the following:
 - 30.5.1. Type of organisation (Govt./ Govt. undertaking / Public Ltd./ Pvt. Ltd./ Partnership/ Proprietary)
 - 30.5.2. Relevant documents stating legal status of the Bidder
 - 30.5.3. Technical/ Non technical manpower (furnish organizational chart). The Architect engineer/ technical officers and others staff must be on the regular roll of the firm / company
 - 30.5.4. Performance certificate from previous clients for the last five years
 - 30.5.5. List of consultancy works in hand
 - 30.5.6. List of design and drafting facilities including software
 - 30.5.7. Bankers name and address
 - 30.5.8. Audited balance sheet, profit and loss account and statement of turnover for last three years
 - 30.5.9. Service tax registration number and copy of the last return filed

31. Technical Capabilities

- 31.1. Project experience sheets as per the Proforma along with supporting documents.
- 31.2. Specific previous experience in similar assignments
- 31.3. Qualification, competence and practical experience of key staff in relevant assignments of the project.
- 31.4. The Bidders should submit a phase wise implementation plan with a commitment clause specifying the minimum implementation that would take place in a given period of time.
- 31.5. An expeditious implementation plan would be preferred. The Successful Bidder shall enter into a service contract with NOIDA. The contract would clearly specify the week-wise commitment by the Successful Bidder.

**Architectural Consultancy Services for an Office Building of New Okhla Industrial
Development Authority in Sector 44, Noida**

31.6. The Bidder would have to provide a realistic time frame for the Project implementation with specific details. Evaluation Committee will take into consideration the statement of commitment furnished by the applicant for timely implementation of the assignment.

31.7. The Bidder should also have a sound professional and technical expertise.

32. Evaluation of the Technical and Financial Proposal

The Evaluation Committee will evaluate and rank the Technical Proposal on the basis of Proposal's responsiveness to the TOR document using the evaluation parameters.

Financial bid will be evaluated on the basis of lowest financial quote by the Bidders.

Section V: Proforma for Submission

This part of the document provides pro-forma for providing the information.

Bidders must sign each page of the bid to be submitted to NOIDA.

**Architectural Consultancy Services for an Office Building of New Okhla Industrial
Development Authority in Sector 44, Noida**

Form – T1

LETTER OF PROPOSAL SUBMISSION

[Location, Date]

To

Chief Executive Officer
New Okhla Industrial Development Authority
Main Administrative Building, Sector 6, Noida
District: Gautam Budh Nagar - 201301
Uttar Pradesh, India

**Subject: Architectural Consultancy Services for an Office Building of New Okhla Industrial
Development Authority in Sector-44, Noida.**

Dear Sir,

We, the undersigned, offer to provide the consulting assignment/job for New Okhla Development Authority in accordance with your TOR Document dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification. If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Section - I, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name and address of Firm:

**Architectural Consultancy Services for an Office Building of New Okhla Industrial
Development Authority in Sector 44, Noida**

Form – T2

FIRM DETAILS

1. Details of the Firm/ Bidder
 - 1.1. Name of Firm/ Bidder: _____
 - 1.2. Address: _____
 - 1.3. Tel No. (with code) : _____
 - 1.4. E-mail address: _____
 - 1.5. Contact person: _____
 - 1.6. Name and Designation _____
 - 1.7. Address and Telephone No. _____

2. Type of Company (Govt./ Govt. undertaking/ Public Limited/ Private Limited/ Partnership/ Proprietary) _____

3. Date of incorporation with documentary evidence _____

4. Registration detail of firm with documentary evidence _____

5. Legal status of the company (with supporting) _____

6. Bankers name and address _____

7. Service tax registration no. and copy of the last return filed _____

8. Brief description of the firm and organization structure _____

9. We agree with all the terms and conditions of this TOR document.

Authorized signatory

Name:

Date:

Name of the Bidder with seal

**Architectural Consultancy Services for an Office Building of New Okhla Industrial
Development Authority in Sector 44, Noida**

Form – T3

FINANCIAL CAPABILITY

The following format shall be used for statement of financial capability of Bidders:

Year	Net worth	Annual Turnover
Year 1 (being the latest year for which the document is submitted)	Fill details	Fill details
Year 2	NA	Fill details
Year 3	NA	Fill details

Instructions:

For the purpose of qualification:

1. The financial year would be the same as the one normally followed by the Bidder for its Annual Report.
2. The Bidder shall provide the audited annual financial statements as required. Failure to do so could result in the Proposal being considered as non-responsive.
3. A certificate from the Statutory Auditor should be provided as supporting document certifying the Financial Capability submitted by the Bidder.

**Architectural Consultancy Services for an Office Building of New Okhla Industrial
Development Authority in Sector 44, Noida**

Form – T4

DETAILS ON KEY TECHNICAL ANR NON TECHNICAL MANPOWER

Name of The Firm :				
SI	Name of the personnel	Qualifications	Experience in similar kind of work (in years)	Assigned for the proposed work (Full time / part time)

**Architectural Consultancy Services for an Office Building of New Okhla Industrial
Development Authority in Sector 44, Noida**

Form – T5

DETAILS ON INTERNAL QUALITY EXPERTS

Name of The Firm:				
Sl.	Name of the personnel	Qualifications	Experience in Quality Checking (in years)	Assigned for the proposed work (Full time / part time)

**Architectural Consultancy Services for an Office Building of New Okhla Industrial
Development Authority in Sector 44, Noida**

Form – T6

CURRICULUM VITAE OF KEY STAFF

1. Proposed Position:

2. Name of Firm:

[Insert name of Bidder proposing the staff]:

3. Name of Staff:

[Insert full name]:

4. Date of Birth:

5. Nationality:

6. Education:

[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]

7. Membership of Professional Associations:

8. Other Training:

9. Countries of Work Experience:

[List countries where staff has worked in the last ten years]

10. Languages: [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]

11. Employment Record:

[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]

From [Year To Year]

Authority:

Positions held:

**Architectural Consultancy Services for an Office Building of New Okhla Industrial
Development Authority in Sector 44, Noida**

12. Detailed Tasks Assigned:

[List all tasks to be performed under this Assignment/job]

13. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned

[Among the Assignment/jobs in which the staff has been involved, indicate the following information for those Assignment/jobs that best illustrate staff capability to handle the tasks listed under point 12.]

Name of Assignment/job or project:

Year:

Location:

Employer:

Main project features:

Positions held:

Activities performed:

14. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

[Signature of staff member]

Full name of staff member

Date:

Place:

Signature of the Bidder

**Architectural Consultancy Services for an Office Building of New Okhla Industrial
Development Authority in Sector 44, Noida**

Form – T7

LIST OF DESIGN AND DRAFTING FACILITIES INCLUDING SOFTWARES

**Architectural Consultancy Services for an Office Building of New Okhla Industrial
Development Authority in Sector 44, Noida**

Form – T8

FIRMS EXPERIENCE - PROJECT DESCRIPTION SHEET

Assignment Name:		
Location:		Name and Address of Client:
Start date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (in rupees):
Name of Associated Consultants, if any:		
Project cost (in rupees):		Total project area: Total constructed covered area:
Name of Senior Staff (Project Director/Coordinator, Team Leader) involved and functions performed:		
Narrative Description of Project along with area, details of the facility (special features), technology for construction:		
Description of Actual Services Provided by Your Staff:		
Reference with Contact name, telephone number and e-mail (if any) for verification of the details provided above		

Name of the Bidder:

*Bidder needs to furnish relevant supporting for all the projects.

**Architectural Consultancy Services for an Office Building of New Okhla Industrial
Development Authority in Sector 44, Noida**

Form – T9

MEMORANDUM

**Name of Work: Architectural Consultancy Services for an Office Building of New Okhla
Industrial Development Authority in Sector-44, Noida .**

Sub-Head: Architectural Consultancy Services

I/We agree to keep the quoted rate open for acceptance for 6 months from the due date of submission thereof and not make any modification in its terms and conditions.

I/We hereby declare that I/We shall treat the quotation documents, drawings and other records connected with the works as secret/ confidential documents and shall not communicate information derived there from to any person other than the information in any manner prejudicial to the safety of Noida.

Signature of the consultant with seal

Dated:

Witness:

Address:

Occupation

**Architectural Consultancy Services for an Office Building of New Okhla Industrial
Development Authority in Sector 44, Noida**

FINANCIAL FORMAT

**Architectural Consultancy Services for an Office Building of New Okhla Industrial
Development Authority in Sector 44, Noida**

Form – F1

Date:

Chief Executive Officer
New Okhla Industrial Development Authority
Main Administrative Building, Sector 6, Noida
District: Gautam Budh Nagar - 201301
Uttar Pradesh, India

**Sub: Financial bid for Architectural Consultancy Services for an Office Building of NewOkhla
Industrial Development Authority in Sector-44,Noida .**

.

Dear Sir,

I/we have read and examined the Notice Inviting Quotation, General Terms and conditions for the work.

I/we hereby quote for NOIDA of the consultancy specified in the memorandum within the time specified at% (_____ in words) percent of the estimated cost of construction based on Bill of Quantities to be prepared on the basis of Working Drawings .

The Financial Bid submitted is unconditional (inclusive of all taxes including service tax, duties, levies, out of pocket expenses, professional fee, vetting charges etc.) and fulfills all the requirements of the TOR Document.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal. We understand you are not bound to accept any Proposal you receive.

Signature and Name of the Authorised Person

Name of the Bidder and Seal

**Architectural Consultancy Services for an Office Building of New Okhla Industrial
Development Authority in Sector 44, Noida**

Standard Conditions (SC)

1. GENERAL PROVISIONS

1.1. Governing law and jurisdiction

These standard conditions shall be governed by and construed in accordance with the laws of India and any dispute arising out of this project or these terms shall be subject to the exclusive jurisdiction of the courts of Gautam Buddha Nagar, India.

1.2. Notices

1.2.1. Any notice, request or consent required or permitted to be given or made pursuant to these standard conditions 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 to such party at the mentioned address.

1.2.2. A party may change its address for notice hereunder by giving the other party notice in writing of such change to the mentioned address.

1.3. Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed under these standard conditions by the Authority or the Successful Bidder may be taken or executed by the officials as formally designated by each party as on the effective date of the project.

1.4. Taxes and Duties

The Consultant and their personnel shall pay such indirect taxes, duties, fees, and other impositions levied under the Government of India Act, the amount of which is deemed to have been included in the Contract Price.

1.5. Fraud and Corruption

1.5.1. Definitions

(i) "corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of any thing of value to influence the action of a public official in the selection process or in contract execution;

(ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;

(iii) "collusive practices" means a scheme or arrangement between the consultant, with or without the knowledge of the authority, designed to establish prices at artificial, noncompetitive levels;

(iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;

1.5.2. Measures to be taken

The Authority will cancel the Consultant's engagement, if it is engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract

**Architectural Consultancy Services for an Office Building of New Okhla Industrial
Development Authority in Sector 44, Noida**

2. COMMENCEMENT, COMPLETION, MODIFICATION ARBITRATION AND TERMINATION OF CONTRACT

2.1. Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both the parties and such other later date as discussed and agreed with the Authority. The date the Contract comes into effect is defined as the Effective Date.

2.2. Commencement of Services

The Consultant shall begin carrying out the Services from the Effective Date or any such date as specified by the Authority.

2.3. Expiration of Contract

Unless terminated earlier pursuant to Clause SC 2.6 hereof, these standard conditions shall expire at the end of such time period after the Effective Date as given in the time schedule in TOR Document.

2.4. Modifications or Variations

Any modification or variation of the terms and conditions of these standard terms, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

2.5. Force Majeure

2.5.1. Definition:

For the purpose of these standard terms, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2. No Breach of Contract:

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3. Extension of Time

Any period within which a Party shall, pursuant to this Contract, 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.

2.5.4. Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

**Architectural Consultancy Services for an Office Building of New Okhla Industrial
Development Authority in Sector 44, Noida**

2.6. Termination

2.6.1. By the Authority (NOIDA)

The Authority may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause SC 2.6.1. In such an occurrence the Authority shall give a not less than fifteen (15) days' written notice of termination to the Consultant, and thirty (30) days' in the case of the event referred to in (e).

(a) If the Consultant does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Authority may have subsequently approved in writing.

(b) If the Consultant becomes insolvent or bankrupt.

(c) If the Consultant, in the judgment of the Authority has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

(d) If, as the result of Force Majeure, the Consultant are unable to perform a material portion of the Services for a period of not less than thirty (30) days.

(e) If the Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

(f) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 8 hereof.

2.6.2. By the Consultant

The Consultant may terminate the Contract, by not less than thirty (30) days' written notice to the Authority, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause SC 2.6.2:

(a) If the Authority fails to pay any money due to the Consultant pursuant to the Contract and not subject to dispute pursuant to Clause 7 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.

(b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than thirty (30) days.

(c) If the Authority fails to comply with any final decision reached as a result of arbitration pursuant to Clause SC 8 hereof.

2.6.3. Payment upon Termination

Upon termination of the Contract pursuant to Clauses SC 2.6.1 or 2.6.2, the Authority shall make the following payments to the Consultant: (a) payment pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination; (b) except in the case of termination pursuant to paragraphs (a) through (c), and (f) of Clause SC 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

**Architectural Consultancy Services for an Office Building of New Okhla Industrial
Development Authority in Sector 44, Noida**

3. OBLIGATIONS OF THE CONSULTANT

3.1. General

3.1.1. Standard of Performance

The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to the Contract or to the Services, as faithful advisers to the Authority, and shall at all times support and safeguard the Authority's legitimate interests in any dealings with Sub-Consultants or third Parties.

3.1.2. Conflict of Interests

The Consultant shall hold the Authority's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

3.1.3. Prohibition of Conflicting Activities

The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.

3.1.4. Confidentiality

Except with the prior written consent of the Authority, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information, maps, images, reports, etc acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

3.1.5. Consultant's Actions

The Consultant shall inform the Authority in writing before taking any of the following actions:

- (a) Entering into a subcontract for the performance of any part of the Services,
- (b) Appointing such members of the Personnel not listed in the team presented in the technical proposal submitted by the consultant, and

3.1.6. Reporting Obligations

The Consultant shall submit to the Authority the reports and documents specified in deliverables section of TOR Document, in the form, in the numbers and within the time periods set forth in the TOR Document.

3.1.7. Documents Prepared by the Consultant to be the Property of the Authority

(a) All designs, models, concepts, plans, reports, other documents and software submitted by the Consultant under this Contract shall become and remain the property of the Authority, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Authority, together with a detailed inventory thereof. All the original images should be submitted to the Authority.

(b) The Consultant may retain a copy of such documents and software. However, for any future use of these documents, the consultant should take approval of the Authority.

**Architectural Consultancy Services for an Office Building of New Okhla Industrial
Development Authority in Sector 44, Noida**

3.1.8. Accounting, Inspection and Auditing

The Consultant shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the basis thereof.

4. CONSULTANT'S PERSONNEL

4.1. Description of Personnel

The Consultant shall employ and provide such qualified and experienced Personnel as are required to carry out the Services.

4.2. Removal and/or Replacement of Personnel

(a) Except as the Authority may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.

(b) If the Authority finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Authority's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Authority.

(c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. OBLIGATIONS OF THE AUTHORITY

5.1. Assistance and Exemptions

The Authority shall use its best efforts to ensure that it shall provide the Consultant such assistance as reasonably required for the execution of the project.

6. PAYMENTS TO THE CONSULTANT

6.1. Contract Price

The contract price will be payable in Indian Rupee.

6.2. Terms and Conditions of Payment

Payments will be made to the account of the Consultant and according to the payment schedule stated in the TOR Document.

7. GOOD FAITH

Architectural Consultancy Services for an Office Building of New Okhla Industrial Development Authority in Sector 44, Noida

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

8. SETTLEMENT OF DISPUTES

Amicable Settlement

The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

9. ADDITION AND ALTERATION

- 9.1.** If it is found after call of tender for development and construction of the project, that the acceptable tender is not within the amount sanctioned then the Consultant shall if so desired by the Authority take steps to carry out necessary modification in the design and specification to see that tendered cost does not exceed. The Consultant shall not be paid anything extra for such modification. If the Authority is convinced that the trend of market rates is such that work cannot be done within the amount of approved estimate, the Consultant shall submit a revised estimate expeditiously for obtaining revised approval.
- 9.2.** The Consultant shall not make any deviation, alterations, additions to or omission from the work shown/ described and awarded to the contractor except through and with prior approval of the CEO, NOIDA or any other officer authorised by him, in writing.

10. NUMBER OF DRAWING SETS AND COPY RIGHT

- 10.1.** All the estimates, bill of quantities with detailed measurements, detailed designs with calculation, reports and any other details envisaged under this agreement shall be supplied in triplicate and all drawings architectural or other services/ utilities (internal and external) would be supplied by the Consultant as required for submission to all the local bodies and other authorities plus sets required by the Authority itself being no less than ten sets of prints and one reproducible copy in the same size. If there are any revisions of any detail in any of the drawings for any reason same number of drawings shall be reissued without any extra charge. All the drawings will become the property of the Authority and it will have the right to use the same anywhere else but only at its own risk and responsibility.
- 10.2.** The drawings cannot be issued to any other person, firm or authority, except to the associates and sub consultants of the Consultant or used by the Consultant for any other project. No copies of any drawings or documents shall be issued to anyone except the Authority and / or its authorised representative.

11. ABANDONMENT OF WORK

- 11.1.** If the Consultant abandon the work for any reasons whatsoever or become incapacitated from acting as Consultant as aforesaid, the Authority may make full use of all or any of the drawings prepared by the Consultant and that the Consultant shall be liable to pay such damages as may be assessed by the Authority subject to a maximum of 10% (ten percent) of the total fee payable to the Consultant under this agreement.
- 11.2.** Provided, however, that in the event of the termination of the agreement being under proper notice as provided in the clause hereinafter, the Consultant shall be entitled to all such fee

Architectural Consultancy Services for an Office Building of New Okhla Industrial Development Authority in Sector 44, Noida

for the services rendered and liable to refund any excess payment made to him over/and above which is due to him in accordance with the terms of this agreement, for the service rendered by him till the date of termination of the agreement.

12. GUARANTEE

- 12.1. The Consultant shall agree to re-design at his cost any portion of his engineering design work, which due to his failure to use a reasonable degree of design skill, shall be found defective within two year from the date of start of regular use of the portion of work affected.
- 12.2. The Authority shall grant right of access to the Consultant of these portions of the work claimed to be defective for inspection.
- 12.3. The Authority may make good the loss by recovery from the dues of the Consultant in case of failure to comply with the above clause.

13. DETERMINATION OR RECESSION OF AGREEMENT

The Authority without any prejudice to its right against the consultant in respect of any delay by notice in writing absolutely determine the contract in any of the following cases: -

- 13.1. If the Consultant being a firm/company shall pass a resolution or the court shall make any order that the firm/ company shall be wound up or if a receiver or a manager on behalf of the creditor shall be appointed or if circumstances shall arise which entitle the court or creditor to appoint a receiver or a manager or which entitled the court to make up a winding order.
- 13.2. If the Consultant is in breach of any of terms of agreement
- 13.3. When the Consultant has made himself liable for action under any of the cases aforesaid the Authority shall have powers :
 - 13.3.1. To determine or rescind the agreement
 - 13.3.2. To engage another consultant to carry out the balance work debiting the consultant the excess amount if any so spent

14. GENERAL

- 14.1. The Consultant shall be fully responsible for the technical soundness of the work including those of the specialists engaged, if any and also ensure that the work is carried out in accordance with drawings, specifications and conceptual plan.
- 14.2. The Authority will get the work of Consultant and/or his sub-consultants supervised/inspected at any time by any officer nominated by him who shall be at liberty to examine the records, check estimate and designs.
- 14.3. The appointment of the Authority's own supervisory staff, if any, does not absolve the Consultant of his responsibility of general supervision. The Consultant shall be responsible for designs of structures and all provisions/ services of the work entrusted to him so as to satisfy their requirement.
- 14.4. The Consultant hereby agrees that the fees to be paid as provided herein will be in full discharge of functions to be performed by him and no claim whatsoever shall be against the Authority in respect of any proprietary rights or copy right on the part of any other party relating to the plans, models and drawings.

**Architectural Consultancy Services for an Office Building of New Okhla Industrial
Development Authority in Sector 44, Noida**

- 14.5.** The Consultant shall indemnify and keep indemnified the Authority against any such claims and against all cost and expenses paid by the Authority in defending itself against such claims.
- 14.6.** It is hereby further agreed between the parties that the stamp duly payable under the law in respect of this agreement shall be borne by the Consultant.