

Municipal Corporation/Council/Committee, \_\_\_\_\_

**Terms of References for the Selection of Architect/firm from  
Empanelled Architects under category \_\_\_\_ and above for  
<Name of work> of Municipal Corporation, Council,  
Committees in District \_\_\_\_\_**

Location: \_\_\_\_\_, Haryana

Date:

Issued by

Name of Municipality \_\_\_\_\_

Address:-

Contact No.

Email;

**Disclaimer**

This Term of Reference (TOR) document for "Selection of Architect/Firm from Empanelled Architects under category\_\_\_\_ and above for <Name of work> of Municipal Corporation, Council, Committees in District\_\_\_\_\_ contains brief information about the scope of work and selection process for the Successful Applicant. Empanelled Architects means Architects empanelled by HSIIDC under various categories vide letter no. HSIIDC:Engg:AK:341(1)2023:2908-2913 dated 07.08.2023 and circulated by the Directorate of Urban Local Bodies vide letter No. \_\_\_\_\_ dated\_\_\_\_. The purpose of the TOR document is to provide the Applicants with information to assist the formulation of their proposal.

While all efforts have been made to ensure the accuracy of information contained in this Document, this Document does not purport to contain all the information required by the Applicant. The Applicant 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 proposals.

Municipal Corporation/Council\_\_\_\_\_, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restriction or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from, to be incurred or suffered on account of anything contained in this document or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the TOR and any assessment, assumption, statement or information contained therein or deemed to form part of this TOR or arising in any way in this selection process.

District Municipal Commissioner/Commissioner, Municipal Corporation\_\_\_\_\_ reserves the right to accept or reject any or all applications without giving any reasons thereof. Municipal Corporation/Committee\_\_\_\_\_ will not entertain or be liable for any claim for costs and expenses in relation to the preparation of the entries to be submitted in accordance with the conditions listed in this TOR.

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**1. Data Sheet**

a.	Name of the Bid	TOR for Empanelled Architects under category_____ and above for <Name of Work> of Municipal Corporation, Council, Committees in District _____
b.	Approximate cost of project on the basis of plinth area rate	
c.	RFP Document Fee (Non-Refundable) (For every Applicant)	₹ 2,000/- (RFP Document charge) + ₹ 1,180/- (e-Service charge)
d.	Name of the Authority's official for addressing queries/ clarifications and submissions*	Name of the Officer Address Phone: Email: Website:
<b>Schedule of Bidding Process</b>		
e.	<b>Task</b>	<b>Key Dates</b>
	Start date of submission of Bid	
	Last date of receiving queries	
	Date of Pre-bid conference	
	End date of submission of Bid	
	Opening of Technical Bids	
	Technical presentation	To be communicated
	Opening of Financial Bid	To be communicated

## **2 General Information**

### **2.1 Background**

Municipal Corporation/Council \_\_\_\_\_ intends to select Architects/Firm from the empanelled Architects of HSIIDC vide letter no. HSIIDC:Engg:AK:341(1)2023:2908-2913 dated 07.08.2023 and circulated by the Directorate of Urban Local Bodies Haryana vide letter no. \_\_\_ dated \_\_\_ for rendering architectural services for <Name of Work> of Municipal Corporation, Council, Committee in District \_\_\_\_\_.

Project brief:-

- A. Location
- B. Area of site
- C. Requirement such as meeting hall, rooms, toilets etc.
- D. Number of floors
- E. Approximate area under floors
- F. Type of building

The empaneled architects will be required to give a presentation of their proposed concept plan for the project before the evaluation committee. The empaneled architects are also required to demonstrate similar work experiences in the presentation. The empaneled architect with the most appropriate conceptual plan based on the brief from municipality for the proposed project, qualifies the qualifying criteria and found most suitable based on QCBS shall be deemed as "Successful Applicant" for the proposed project. The decision of the evaluation committee as constituted by District Municipal Commissioner/Commissioner, Municipal Corporation shall be final regarding conceptual plan presented in the technical presentation. Hard/soft copy of the conceptual plan shall be submitted to municipality after the technical presentation for evaluation purpose. The successful applicants shall provide the services as mentioned in the Terms of Reference.

## **3. Terms of Reference**

### **3.1 Initial Eligibility Criteria:**

- I. Architects/Firm should be empanelled the Architect/Firm circulated by HSIIDC vide letter no. HSIIDC:Engg:AK:341(1)2023:2908-2913 dated 07.08.2023 and Directorate of Urban Local Bodies Haryana vide letter no. \_\_\_ dated \_\_\_
- II. Architects/firms empanelled in higher category can also participate in lower category.
- III There should not be any structural failure of the buildings designed by the Architect/firm.
- III. The Architect/firm should not be currently barred or blacklisted by any Autonomous Body/ Central and/or State Government in India. He shall submit an undertaking in this regard.
- IV. The Architect/firm should not have any Litigations /Arbitration pending with any Government Department/Bodies/Corporation as on date of opening of technical proposals.
- V. Average Annual Turnover during last Three (03) audited financial years ending March 2022 should not be less than 30% of the project cost.

- V. The Architect/firm should have completed successfully project of similar project in last seven years costing:-

One project of minimum 80% of the cost of the project taken in this TOR

OR

Two projects of minimum 60% of the cost of the project each taken in this TOR

OR

Three projects of minimum 50% of the cost of the project each taken in this TOR

Similar project means "If the present proposal is for the Office Building than similar project will be Office Building:" Architect/firm shall submit a certificate from the client for the successful completion of the project.

#### **4. Instructions to Applicants**

##### **4.1 General Instructions**

###### **4.1.1 Number of Proposals and respondents**

- i. No Applicant or its Associate shall submit more than one Proposal, in response to this TOR.
- ii. The TOR Document is not transferable.

###### **4.1.2 Proposal preparation cost**

- i. The Architect/firm shall bear all costs associated with the preparation and submission of the proposal. Municipality will not be responsible and liable for any costs, regardless of the conduct or outcome of the proposal.
- ii. All papers submitted with the Proposal are neither returnable nor claimable.

###### **4.1.3 Right to accept and reject any or all the Proposals**

- I. Notwithstanding anything contained in this TOR Document, District Municipal Commissioner/Commissioner, Municipal Corporation reserves the right to accept or reject any proposal and to annul the engagement process and reject all the proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reason.
- II. **District Municipal Commissioner/Commissioner, Municipal Corporation reserves the right to reject any Proposal if:**
  - a. At any time, a material misrepresentation is made or discovered, or
  - b. The Applicant does not respond promptly and diligently to requests for supplemental information required for the evaluation of the Proposal.
  - c. Rejection of the Proposal by District Municipal Commissioner/Commissioner, Municipal Corporation as aforesaid would lead to the disqualification of the Architect/firm.

###### **4.1.4 Amendment of TOR Document**

- i. At any time prior to the proposal due date, District Municipal Commissioner/Commissioner, Municipal Corporation, for any reason, whether at his own

initiative or in response to a clarification requested by eligible applicant, may modify the TOR Document by issuance of an addendum. The addendum will be sent in writing to all eligible Applicants.

- ii. In order to provide the applicants a reasonable time to examine the addendum, or for any other reason, District Municipal Commissioner/ Commissioner, Municipal Corporation may, at its own discretion, extend the Proposal Due Date.

#### **4.1.5 Data Identification and collection**

- i. It is desirable that the applicant submits its proposal after verifying the availability of the data, information and/ or any other matter considered relevant.
- ii. It would be deemed that by submitting the proposal, the applicant has:
  - a) Made a complete and careful examination and accepted the RFP Document in total,
  - b) Received all relevant information requested from municipality and,
  - c) Made a complete and careful examination of the various aspects of the scope of work including but not limited to:
    - I) Existing data or any relevant information,
    - II) All other matters that might affect the applicant's performance under the terms of this TOR Document.
- iii. Municipality shall not be liable for any mistake or error on the part of the applicant in respect of the above.

## **4.2 Preparation and Submission of Proposals**

### **4.2.1 Language and currency**

The Proposal and all related correspondence and documents should be written in the English language. Supporting documents and printed literature furnished by the Applicant 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.

### **4.2.2 Format and Signing of Proposals**

- i. The Architect/firm needs to submit their technical proposals in prescribed format.
- ii. The proposals shall be typed or printed, and the applicant shall initial each page, all the alterations, omissions, additions, or any other amendments made to the proposal shall be initialled by the person(s) signing the proposal.
- iii. Architect/firm would provide all the information as per the TOR Document and in the specified formats. District Municipal Commissioner/ Commissioner,

Municipal Corporation reserves the right to reject any proposal that is not in the specified formats.

- iv. In case the Architect/firm intends to give additional information for which specified space in the given format is not sufficient, it can be furnished in duly stamped and signed enclosed sheets.

#### **4.2.3 Sealing and marking of proposals**

- i. The technical proposal shall be sealed in one single outer envelope clearly bearing the following identification: "Selection of Architect/Firm from Empanelled Architects under category\_\_\_\_ and above for <Name of work> of Municipal Corporation, Council, Committees in District\_\_\_\_\_".
- ii. The proposals shall be addressed to:  
Designation of Officer  
Address of the office  
Email:
- iii. The envelope shall indicate the name, address and contact number of the Architect/firm.
- iv. If the envelopes are not sealed and marked as instructed above, the Proposal may be deemed to be non-responsive and would be liable for rejection.

#### **4.2.4 Proposal due date**

- i. District Municipal Commissioner/ Commissioner, Municipal Corporation at its sole discretion, may extend the Proposal due date by issuing an Addendum.
- ii. Proposals should be submitted at or before Proposal due date, in the manner and form as detailed in this TOR.
- iii. District Municipal Commissioner/ Commissioner, Municipal Corporation may, in exceptional circumstances and for reasons to be recorded in writing, extend the Proposal Due Date, by issuing an Addendum uniformly for all Applicants.

#### **4.2.5 Late Proposals**

Any Proposals received by municipality after proposal end date shall not be accepted.

#### **4.2.6 Modifications/ Substitution/ Withdrawal of Proposals**

The Applicant will not be allowed to modify, substitute or withdraw its Proposal once submitted to the Municipality. From the time the Proposals are opened to the time the contract is awarded, if any Architect/firm wishes to contact municipality, on any matter related to its proposal it should do so in writing. Any effort by the Applicant to influence any officer or bearer of municipality in the proposal evaluation or contract award decisions may result in the rejection of the Architect/firm's proposal.

### **4.3 Proposal opening**

#### **4.3.1 Opening of Proposals**

- i. Municipality would open the Proposals at the date as mentioned in the date

sheets for the purpose of evaluation.

- ii. Proposals shall be opened in presence of interested Architect/firm who choose to be present at specified time and location.
- iii. Municipality would subsequently examine Proposals in accordance with the criteria set out in this Document.

#### **4.3.2 Confidentiality**

- i. Information relating to the examination, clarification, evaluation and recommendation for the Architect/firm shall not be disclosed to any person not officially concerned with the process.
- ii. 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 Architect/firm or their representatives, if any. Any effort by an Architect/firm 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 Architect/firm.

#### **4.3.3 Tests of Responsiveness**

- i. Prior to evaluation of proposals, municipality will determine whether each proposal is responsive to the requirements of the TOR Document. The Proposal shall be considered responsive if:
  - a. It is received/ deemed to be received by the Proposal due date and time including any extension thereof.
  - b. It is signed, sealed and marked as stipulated in 4.2 'Selection of Architect/Firm from Empanelled Architects under category\_\_\_\_ and above for <Name of work> of Municipal Corporation, Council, Committees in District\_\_\_\_\_'.  
'.
  - c. It contains all information required in this TOR Document.
  - d. Information is provided as per the formats specified in the TOR Document.
- ii. CMC/DMC reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by municipality in respect of such Proposals.

#### **4.3.4 Clarifications**

- i. Any queries or request for clarification concerning this document shall be submitted by written letter duly signed by the authorized signatory at the address provided so as to reach municipality on or before the date as mentioned in the data sheet of this document. Municipality shall make reasonable endeavour to respond to the questions raised or clarifications sought by the Architect/firm. However, municipality reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or

requiring municipality to respond to any question or to provide any clarification.

- ii. Municipality may also on its own discretion, if deemed necessary, issue interpretations and clarifications to all Architect/firm by way of a common communication. All clarifications and interpretations issued by municipality shall be deemed to be part of this document. Any verbal clarifications and information given by municipality or its employees or representatives or architect shall not in any way or manner be binding on municipality. Municipality reserves its right to retract, change alter or modify any communications once given by any of its employees and/or architect.
- iii. Municipality will provide adequate information/support to assist Architect/firm in the formulation of their application or response to this Proposal document.
- iv. Further, to assist in the process of evaluation of Proposals, municipality may, at its sole discretion, ask any applicant for clarification on its proposal. 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.

#### **4.3.5 Proposal Evaluation**

- i. To assist in the examination, evaluation, and comparison of Proposals, Municipality may utilize the services of advisor(s).
- ii. The proposals will be evaluated by the Committee constituted by the District Municipal Commissioner/ Commissioner, Municipal Corporation.
- iii. The Submissions of the Applicants would first be checked for responsiveness as set Proposals evaluated as per the Technical Criteria mentioned in TOR Document.
- iv. The envelopes containing the Technical Proposal of the Applicants who do not meet the Technical Criteria shall not be considered for further process.
- v. Proposals of the Architect/firm qualifying Technical Criteria shall be further evaluated. The Applicants meeting minimum technical criteria shall be termed as Technically Qualified Applicant.

#### **4.4 Disqualification from the Empanelment of process**

The Architect/firm is liable to be disqualified, if they:

- i. Make misleading or false representation, or deliberately suppress any information in the forms, statements and enclosures required to be submitted by them.
- ii. Have hidden the record of poor performance, such as being barred/blacklisted, abandoning projects, not completing the assigned projects properly, or of financial failure/ weaknesses.
- iii. Resort to any unethical means, like attempting to influence the evaluation committee officials.

#### **4.5 Conditions of e-tendering**

## **Instructions to bidder for Electronic Tendering System**

These conditions will over-rule the conditions stated in the tender documents, wherever relevant and applicable.

i. **Registration of bidders on e-tender Portal:**

All the Bidders intending to participate in the tenders processed online, are required to get registered on the Electronic Tendering System on the Portal <https://etenders.hry.nic.in>.

ii. **Obtaining a Digital Certificate:**

The Bids submitted online are required to be signed electronically with a Digital Certificate to establish the identity of the bidder online. Digital Certificates are issued by an Approved Certifying Authority, by the Controller of Certifying Authorities, Government of India.

In case of online tendering, if the digital certificate issued to the authorized user of a firm is used for signing and submitting a bid, it will be considered equivalent to a no-objection certificate/power of attorney /lawful authorization to that User. The firm has to authorize a specific individual through an authorization certificate signed by all partners to use the digital certificate as per Indian Information Technology Act 2000. Unless the certificates are revoked, it will be assumed to represent adequate authority of the user to bid on behalf of the firm in tenders as per Information Technology Act 2000. The digital signature of the authorized user will be binding on the firm.

In case of any change in the authorization, it shall be the responsibility of management / partners of the firm to inform the certifying authority about the change and to obtain the digital signatures of the new person / user on behalf of the firm / company. The procedure for application of a digital certificate however will remain the same for the new user.

The same procedure holds true for the authorized users in a Private/Public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.

iii. **Set up of machine:**

In order to operate on the electronic tender management system, the user's machine is required to be set up. A help file on setting up of the system can be downloaded from the home page of the website - <https://etenders.hry.nic.in>

iv. **Online Viewing of Detailed Notice Inviting Tenders:**

The Bidders can view the RFP through the electronic tendering system on the website <https://etenders.hry.nic.in>

v. **Download of Tender Documents:**

The RFP can be downloaded by the registered user from the Electronic Tendering System through the Portal <https://etenders.hry.nic.in>

vi. **Key Dates:**

The Bidders are strictly advised to follow dates and times as indicated in the TOR. The date and time will be binding on all the bidders. All online activities are time tracked and the system enforces time locks that ensure that no activity or transaction can take place outside the start and end dates and the time of the stage as defined in the Notice Inviting Tenders.

vii. **Bid Preparation and Submission of Bids:- Online submission of bids.**

The bid shall be submitted on-line by the bidder in the following three separate covers online:-

- a. Fee: Scanned copy of proof of Bid Document Cost.
- b. Prequalification /Technical: The cover shall contain scanned copies of the prequalification documents, technical parameter /technical bid.

Bidders have to submit their bids online and upload the relevant documents. The process is required to be completed within the date and time. The electronic bids of only those bidders who have submitted their bid within the stipulated time, will be accepted by the system. A bidder, who does not submit his bid within the stipulated time will not be allowed to submit his bid by the E-Tendering System.

**Note: The Bidder must submit the documents manually by \_\_\_\_\_ (3.00 pm) at Municipal Office as address mentioned in Data Sheet. The municipality has the right to verify the authentication of the documents submitted by the bidder online as well as physically.**

- viii. **Opening of Bid:-** In the first instance, the cover of all the Bidders containing the Bid Document Cost shall be opened online as well as physically. If the Bid Document Cost (online as well as physically) is found proper and in order then Technical Bid shall be opened (online only). Financial bids of the bidders who qualifies the technical criteria will be opened (Online only)

**NOTE:-**

- A. Bidders participating in e-tendering shall check the validity of his/her Digital signature Certificate before bidding.
- B. **Office timing of help desk support for NIC e-tender Portal <https://etenders.hry.nic.in> Technical support assistance will be available over telephone Monday to Friday between 9:00 AM to 5.00 PM.**

## 5. Scope of Work

Architect/Firm is required to provide architectural services compliant to Haryana Building Code (HBC), National Building Code (NBC), PWD Specifications & as per requirements of municipality in respect of following:

- I. The Architect/Firm shall co-ordinate with Employer / Client appointed architect to carry out the Soil Test, topographical survey and the survey of all existing services and other constraints existing in and around the site for proper design of all the services. Alternatively, the fees payable for the Topographical survey and Geo Technical Investing (including soil Test) shall be reimbursed to the architect if same is done through the architect with prior consent from the Employer / municipality.
- II. Master Plan Design and detailing of site development.
- III. Architectural design of the building prototypes and design and detailing of individual components.
- IV. Interior Design Services for the common areas comprising of Atrium, Corridors, common toilets and lift lobbies.
- V. Preparation of necessary drawings for submission for various approvals from statutory local authorities and assist in obtaining all such approvals. The fees payable to local Liaising architect shall be paid by Employer / municipality directly or separately and this fee is not included in architect's Fees.
- VI. The Architect/firm shall provide all drawings and details for Environmental

- Impact Assessment, as required. Employer shall reimburse the fees payable to external environment consultant, in case he is appointed through the architect.
- VII. Preparation and co-ordination for drawings, specification and schedule of quantities to prepare estimates of cost of all services including structure design, Electrical, MEP, IT, HVAC, Fire Fighting, Landscaping, Security and Graphic design & Signage etc.
  - VIII. The Architect/firm shall have to get the structural analysis/design and drawings checked by the proof consultant (Including vetting / proof checking by IIT/NIT/PEC/ Govt. Engineering Colleges if required) appointed by Employer / municipality. The fees/ charges of proof consultant (including charges / fees payable to IIT/NIT/PEC / Govt. Engineering Colleges) shall be paid by Employer / municipality directly or separately and this fee is not included in architect's Fees.
  - IX. Preparation of drawings, specification and schedule of quantities to prepare Tender Documents.
  - X. The Architect/firm shall get the conceptual approval of the Department/client or both through presentations/ physical models, computer walk-through etc. Comments and suggestions or alternate proposal of the client and his representatives shall be evaluated and suitably incorporated till the concept design is accepted and frozen. The cost of any special Architectural Model and walk through shall be reimbursable to the Consultant on actual basis, if desired by municipality.
  - XI. The Architect/Firm shall engage Green Building Consultant for green building rating for the project if so instructed by the Employer / municipality, and shall co-ordinate with said Architect. The fee payable to Such Green Building shall be reimbursable on actual basis to the Architect.

#### **5.1 SCHEDULE OF SERVICES:**

The Architect/Firm shall, after taking instructions from municipality, render the following services as mentioned below:

#.	Stages	Details of Services
A	<b>Concept design (Stage 1)</b>	<ul style="list-style-type: none"> <li>a. Carry out site analysis and furnish a site appraisal report about the potential of the site vis-à-vis activities.</li> <li>b. Prepare drawings and documents to enable municipality to do the detailed survey including soil investigation at the site of the project.</li> <li>c. Furnish preliminary scheme for site planning.</li> <li>d. Prepare conceptual landscape design with reference to requirements given and prepare rough estimate of cost on area basis.</li> <li>e. Value engineering aspects of design &amp; construction activities thereof may also be taken-care.</li> <li>f. Submit concept/block model/3D Design</li> </ul>
B	<b>Preliminary Design and Drawings for approval. (Stage 2)</b>	<ul style="list-style-type: none"> <li>g. Modify the conceptual design incorporating required changes and prepare the preliminary drawings, sketches, etc. for approval of municipality</li> <li>h. Along with preliminary Estimate of cost on area basis.</li> </ul>
C	<b>Drawings for Statutory Approvals (Stage 3)</b>	<ul style="list-style-type: none"> <li>i. Prepare drawings necessary for municipality/statutory approvals and ensure compliance with codes, standards and legislation, as applicable and assist municipality in obtaining the statutory approvals thereof, if required.</li> <li>j. Submit preliminary model (virtual or physical)</li> </ul>
D	<b>Detailed Design and drawings for tender (Stage 4)</b>	<ul style="list-style-type: none"> <li>k. Preparation and submission of Draft Architectural drawings for tender. <ul style="list-style-type: none"> <li>i. Preparation of Site Plan and circulation plans of all floors and basements.</li> <li>ii. Furniture &amp; Seating layout of all floors, with marked designations.</li> <li>iii. Building Sections - through staircase toilets, Ramps &amp; Other Important areas.</li> <li>iv. Elevations of all Sides</li> </ul> </li> <li>l. Preparation of DBR (Design Basis Report), SLD's (Single Line Diagrams) Layouts, and BOQ's for the Following <ul style="list-style-type: none"> <li>v. Public health design (Plumbing, Drainage, Rain Water) i/c STP, UGT, OHT, etc. as per requirement.</li> <li>vi. HVAC design</li> <li>vii. Electrical design (High Side &amp; Low Side)</li> <li>viii. Fire-Fighting and Detection system (High Side &amp; Low Side)</li> <li>ix. ELV design (BMS, Audio Visual, CCTV, Access Control, Data, Digital Signage's, Wi-Fi, IT room, Servers, public address system, communication networking, etc.)</li> <li>x. Mechanical Services design (Escalator, Elevator, Dumb waiter, Mechanical gates, Boom Barriers, Access Gates, Mechanical Parking, etc.)</li> <li>xi. Solar and green energy conservation design</li> <li>xii. Structure &amp; Fabrication design</li> </ul> </li> </ul>

		<ul style="list-style-type: none"> <li>xiii. Landscape design</li> <li>xiv. Facade design</li> <li>xv. Interior design</li> <li>xvi. Lighting Design.</li> <li>xvii. List of Approved makes.</li> </ul> <p>Tender drawings, specifications and Estimates with schedule of quantities, shall also comply with the provisions of Haryana Building Code.</p>
E	<b>Bid Process Management for Identification of Contractor (Stage 5)</b>	<ul style="list-style-type: none"> <li>m. Preparation of documents for pre-qualification of contractors, including code of practice covering aspects like mode of measurement, method of payments, quality control procedures on materials &amp; works and other conditions of contract , inviting of RFQs.</li> <li>n. The agency shall assist municipality in holding pre-tender meeting in a pre-determined manner and offer clarifications, if any, sought by the tenderers. The clarifications relating to the TOR shall be drawn up by the agency and, the same shall be issued to the intending tenderers. The clarifications issued shall form a part of the main contract document for the work.</li> <li>o. Evaluation of the applications and short-listing agencies for the project.</li> <li>p. The agency shall assist municipality in executing the contract with the successful tenderers in the format prescribed in the tender document on a stamp paper of appropriate denomination.</li> </ul>
F	<b>Construction Stage Activities [Stage 6]</b>	<p><b>Working Drawings &amp; Commissioning</b></p> <ul style="list-style-type: none"> <li>q. Agency shall issue GFC drawings A1 Size (3 sets) for the work to the contractor &amp; municipality for all construction activities. Including but not limited to: <ul style="list-style-type: none"> <li>1. Layout/Demarcation drawings and details.</li> <li>2. Coordinated Architectural Drawings and details.</li> <li>3. Coordinated Fenestration (joinery) schedule and details.</li> <li>4. Vetted Structural Drawings and details.</li> <li>5. Coordinated MEPF Drawings and details.</li> <li>6. Finalized Schedule of Finishes and details.</li> <li>7. Interior Related drawings and details.</li> <li>8. Landscape Drawings and details.</li> <li>9. Façade Drawings and details.</li> </ul> </li> <li>r. Agency shall help municipality in executing and commissioning the work and for getting the project facility constructed as per approved designs.</li> </ul>

		<p>s. Including Approval of All shop drawings for Vendor based systems.</p> <p><b>Construction Supervision</b></p> <p>t. Agency shall be responsible to visit the site of work and provide periodic visits fortnightly for first three months and monthly thereafter to clarify any decision or interpretation of the drawings and specifications that may be necessary and to ensure that the project proceeds in accordance with conditions of contract up to satisfaction of Engineer in-charge.</p>
<b>G</b>	<b>Completion (Stage 7)</b>	<p>u. Prepare and submit completion reports and drawings for the project as required and assist municipality in obtaining NOCs Certificate" from statutory authorities, wherever required.</p> <p>v. Issue two sets of as- built drawings including services, Structures and landscaping.</p>

## 5.2 Stage Deliverables

Deliverables		Description of Scope / Deliverables
Stage 1	Concept Stage	<p><b>A. Pre-Concept (Inception Report/Project Design Brief)</b></p> <p>i. Inspect the site and underground the site constraint/surroundings.</p> <p>ii. Creating a project design brief based on client's inputs &amp; requirements.</p> <p>iii. Also put together the relevant site information i.e. site plan, contour survey plan, contour survey plan, governing Architectural Bye-laws etc.</p> <p>iv. Inspection Report (covering the methodology to execute the deliverable).</p> <p><b>B. Concept Design</b></p> <p>Architect shall establish the overall concept of the project taking cue from the agreed designed brief. The concept shall indicate the appropriate and best uses and activities keeping in view the configuration of the land, with regard to the development objectives, project budget and market opportunities.</p> <p>i. Conceptual layouts – site and floor layouts ii. Conceptual sketch up views</p> <p>iii. Area statement</p>
Stage 2	Preliminary Design, Drawings & Estimate	<p><b>A. Preliminary Design:</b></p> <p>Base set of Submission drawings to be made at this stage for internal understanding. This may also be used for any discussion with Authorities by the Client if required.</p>

		<p><b>B. Preliminary Drawings :</b></p> <ul style="list-style-type: none"> <li>i. Revised Plans incorporating all inputs of Structure and services</li> <li>ii. Parking Plans and Parking count chart: surface and Basement</li> <li>iii. Lift / Escalator analysis vis a vis the types and numbers to finalized at this stage.</li> <li>iv. Resolve Traffic movement within the building.</li> <li>v. Revised area statement with supporting Area plan diagrams and efficiency calculations.</li> </ul> <p><b>C. Preliminary Estimate</b></p> <ul style="list-style-type: none"> <li>i. Submission of preliminary Estimate of cost on area basis</li> </ul>
Stage 3	Statutory Approvals	<p><b>A. Sanction Drawings</b></p> <p>Architect shall submit the following base drawings / documents to the Client / Client appointed liaising consultant / EIA Consultants as the case may be, to obtain the various approvals required.</p> <ul style="list-style-type: none"> <li>i. All drawings / documents as are required for submission as municipal drawings set</li> <li>ii. All drawings / documents as are required to prepare and submit Services estimates</li> <li>iii. All drawings / documents as are required for submission for Fire approvals.</li> <li>iv. All drawings / documents as are required submission to State RERA Authority</li> <li>v. Inputs / co-ordination of information for the submission to EIA consultant for EIA approvals.</li> </ul> <p>Architect will Assist in the preparation of drawings for Authority approvals however the preparation of such drawing and online submission of the same shall be done by client appointed Consultant/Agency.</p>
Stage 4	Detailed Design , Drawing and Estimate	<p><b>A. Design Development stage (DD)</b></p> <p>The objective of DD is to convert all decisions, design thoughts and theme elements to two scale drawings, to enable integration and refinement of all PARTS into a physically realizable WHOLE.</p> <p><b>1. Structural</b></p> <p>Structural System resolved at Conceptual &amp; Schematic level i.e. types of Structural Systems, Grids, Broad member sizes etc. identified on the basis of Geo Tech. Report &amp; Thumb rules. Following drawings and detailing will be delivered from this stage.</p> <ul style="list-style-type: none"> <li>i. General note</li> <li>ii. Excavation/Foundation drawings</li> <li>iii. Framing plan for all floors</li> <li>iv. Generate a structures 'Design Basis Report' (Structure DBR)</li> </ul> <p><b>2. HVAC</b></p> <ul style="list-style-type: none"> <li>i. Layout plan showing area allocations / cut outs &amp; AHU at all levels</li> <li>ii. Plant room / cooling tower layout</li> <li>iii. DBR &amp; SLD's</li> </ul> <p><b>3. Plumbing &amp; Fire Fighting</b></p> <ul style="list-style-type: none"> <li>i. Cut-outs and vertical stacks layout at all levels</li> <li>ii. Basement drainage layout</li> <li>iii. WTP / STP /OHT layout with capacity</li> <li>iv. FHC / layout showing main headers for sprinklers at all levels</li> <li>v. DBR &amp; SLD's</li> </ul>
		<p><b>4. Electrical</b></p> <ul style="list-style-type: none"> <li>i. Space allocation for HT/LT/Transformer/DG</li> <li>ii. Cut-out for cables &amp; electrical room allocation</li> <li>iii. DG exhaust routing</li> <li>iv. DBR &amp; SLD's</li> </ul>

		<p><b>5. Architectural</b></p> <p>i. All plans, elevations &amp; Sections co-ordinated integrated and refined Vis-à-vis the selected exterior theme.</p> <p>ii. 3D revised façade view incorporating services and structural elements, mumty, machine room, AC outdoor units, AC cooling tower, DG flu shaft and treating the façade w.r.t these services equipment's.</p> <p>iii. Details of crown level elements</p> <p>iv. Details of entry level areas like entrance lobbies v. Treatment at base of building level</p> <p>vi. Review &amp; resolve at a micro level all service areas and its placements. vii. Generate final Areas</p> <p>viii. Generate the Exterior Palette / material sample board. ix. List of mock ups to be done at site</p> <p>x. Profile section of walls to explain the façade design</p> <p>xi. Glazing and window details – final selection and approval of the Façade System Relevant structure inputs to be identified and captured in drawings.</p> <p>xii. Cladding Details – all details to be finalized. Relevant structure inputs to be identified and captured in drawings.</p> <p>xiii. Façade cleaning system – finalization of the system as would be involved for cleaning and its relationship with the façade.</p>
	Tendering	<p><b>a) Detailed cost estimate to be submitted.</b></p> <p><b>b) Sub Structure, Super Structure &amp; Block work Packages</b>  All Tender Drawings &amp; Documents - Civil &amp; Structure  All Tender Drawings &amp; Documents - Finishing</p> <p><b>c) Services Packages</b>  All Tender Drawings &amp; Documents - Plumbing and &amp; Fire Fighting Package  All Tender Drawings &amp; Documents - Electrical low side Package All Tender Drawings &amp; Documents - Electrical high side Package All Tender Drawings &amp; Documents - Low Voltage Works Package  All Tender Drawings &amp; Documents - P.A. System &amp; Music Works Package  All Tender Drawings &amp; Documents - DG Set Package  All Tender Drawings &amp; Documents - HVAC High side works Package  All Tender Drawings &amp; Documents - HVAC low side works Package  All Tender Drawings &amp; Documents - Lift &amp; Escalator Package  All Tender Drawings &amp; Documents - WTP &amp; STP</p> <p><b>d) External Development Work Packages</b>  All Tender Drawings &amp; Documents - Hardscape, Roads and Boundary wall  All Tender Drawings &amp; Documents - Softscape</p> <p><b>e) Common Area Interior Works Package</b>  All Tender Drawings &amp; Documents - Architectural &amp; Interior Works</p>

Stage 5	Bid Process Management	A. Preparation of documents for pre-qualification of contractors, including code of practice covering aspects like mode of measurement, method of payments, quality control procedures on materials & works and other conditions of contract , inviting of RFQs. B. The agency shall assist municipality in holding pre-tender meeting in a pre-determined manner and offer clarifications, if any, sought by the tenderers. The clarifications relating to the TOR shall be drawn up by the agency and, the same shall be issued to the intending tenderers. The clarifications issued shall form a part of the main contract document for the work. C. Evaluation of the applications and short-listing agencies for the project. D. The agency shall assist municipality in executing the contract with the successful tenderers in the format prescribed in the tender document on a stamp paper of appropriate denomination.
Stage 6	Construction Stage Activities	A. Working Drawings & Commissioning i. Vetting GFC Drawings (Prepared by vendor/contractor) i. Checking Shop Drawing (Prepared by vendor/contractor) B. Construction Supervision ii. Periodic Site visit to resolve issues related to design and drawings (Prepared by vendor/contractor)
Stage 7	Completion	A. Prepare and submit completion reports and drawings for the project as required and assist HSIIDC in obtaining "Completion/Occupancy Certificate" from statutory authorities, wherever required. B. Issue two sets of as-built drawings including services, Structures and landscaping.

**Note:** If Tenders are to be floated on EPC mode, detailed design and drawings will be in a scope of Contractor.

### 5.3 Time Frame:

Time Frame		
Sr. No.	Stage as per Schedule of Services	Cumulative Period from the date of commencement
1.	Engagement /Pre Concept (Inception Report)	02 weeks
2.	Concept Stage	04 weeks
3.	Schematic	08 weeks
4.	On Sanction application for building plan approval.	12 weeks
5.	Design Development	14weeks
6.	Bid Process (Tendering)	16 weeks
7.	Construction Stage (Periodic Supervision)	_____ weeks
8.	On Completion	_____ Weeks

Note: Time frame shall be freezed as per individual project, after deliberation with on-board Architect/Consultant.

## 6. Financial terms

### 6.1 Fee for the Project

The fee for selected Architect/Firm which shall be appointed to undertake work for municipality shall be a percentage of actual project cost. The percentage fee shall be decided based on technical & financial proposals submitted by Architect/Firm for each work as per requirements of municipality. Additional terms & conditions are as follows:

- i. This fee shall include all charges i.e. duties, levies, out of pocket expenses, procurement cost, professional fee, vetting charges, visiting charges except GST charges etc.
- ii. The fee is inclusive of fees payable by the Architect to any other sub consultant and associated consultant and nothing extra shall be payable by municipality, other than defined in Clause-5, Scope of work.
- iii. The Architect/Firm shall have to make all arrangements for their staff at their own cost.
- iv. The Architect shall acquaint itself with all the legislation, court and standards prescribed from time to time.
- v. The cost of the project shall be the cost of the building, as calculated on actual cost of structural/civil, landscaping, sanitary and electrical fittings and fixtures etc. on all items on which consultant rendered professional services.

**6.2 Cost of the Project to be excluded for payment to the Architect/Firm.**

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

- i. Plan approval and service connection deposited and fees payable to Local and Statutory bodies.
- ii. Any other services which are not planned by the Architects.
- iii. Cost of any rejected work.
- iv. Cost of any supervisory and other establishment employed on work by municipality or the Architects.
- v. Other contingent expenditure like press advertisement, publicity, inauguration, ceremonies of building etc.
- vi. Fee paid to I.I.T./N.I.T or similar organization for vetting of structural design etc., if any.
- vii. Survey cost (for example, soil testing, geo technical survey, contour survey, survey related to utilities if required) in consultation/in principle approval with the Authority will be reimbursed by the Authority.
- viii. Escalation in the cost due to increase in rates on materials, labor etc. after award of work.

**7. Payment Terms**

The payment milestone for each of the services in the scope of work shall be in the following stages as mentioned below, consistent with the work done:

<b>Stages</b>	<b>Description of Activities/Milestones</b>	<b>Payment%</b>	<b>Cumulative%</b>
Stage 1	Concept design	10%	10%
Stage 2	Preliminary Design and Drawings for approval.	10%	20%
Stage 3	Drawings for Statutory Approvals	10%	30%
Stage 4	Detailed Design and drawings for tender	25%	55%
Stage 5	Bid Process Management for Identification of Contractor	10%	65%

Stage 6	Construction Stage Activities a. Working Drawings & Commissioning b. Construction Supervision	15% 10%	80% 90%
Stage 7	On Completion	10%	100%

## 8. Technical Evaluation Criteria

### 8.1 Evaluation of Bids

Bids shall be evaluated in Three Stages:

**Stage-I:** The Initial Eligibility Criteria shall be evaluated first. Those bids found to be responsive and qualifying the Initial Eligibility Criteria shall be shortlisted for Stage-II evaluation.

**Stage-II:** In this stage, bids will be evaluated in the following manner:-

- For the projects costing upto Rs. 3.0 Cr, the financial bids of the bidders who qualify the initial eligibility criteria will be opened.
- For the projects above Rs. 3.0 Cr., the bidder who qualify the initial eligibility criteria will give a presentation in respect of this project and similar projects completed by the bidder during the last 7 years.

Sr. No.	Attributes	Marks	Max. Marks
I	Financial Strength (20 Marks): (a) Average Annual Turnover during last Three (03) audited financial years ending March _____ (i) Minimum 30% of the cost of the project (ii) Above 30% but up to 50% of the cost of the project (iii) Above 50% but up to 75% of the cost of the project (iv) Above 75% of the cost of the project	5 10 15 20	20
II	Successful Completed one Project in last seven years (30 Marks): (i) Minimum 30% of the cost of the project (ii) Above 30% but up to 50% of the cost of the project (iii) Above 50% but up to 75% of the cost of the project (iv) Above 75% of the cost of the project	5 10 15 20	20
III	Successful Completed Similar one Project in last seven years (30 Marks): (i) Minimum 30% of the cost of the project (ii) Above 30% but up to 50% of the cost of the project (iii) Above 50% but up to 75% of the cost of the project (iv) Above 75% of the cost of the project	5 10 15 20	20

IV	Achievement of having designed a certified for Commercial building and group of building etc. in a campus where awards have been received (whether to organization or to Principal Architects)	10	10
	i. National award	10	
	ii. Organizational award	05	
V	<b>Presentation</b> <b>A) On proposed Project:-</b> (i) Site Layout and land utilization (ii) Overall Responsiveness to the project (iii) Concept & Design (iv) Space management <b>B) On existing similar Project:-</b> (i) Site Layout and land utilization (ii) Overall Responsiveness to the project (iii) Concept & Design (iv) Space management (v) Amenities (vi) Innovations (vii) Eco friendly/ Environment consciousness (viii) Natural Lighting, Ventilation	2.5 2.5 2.5 2.5 2.5 2.5 2.5 2.5 2.5 2.5	30
	Total Technical Score	100	

For the projects above Rs. 3.0 Cr., shortlisted Architect who qualified Stage-I Evaluation Criteria will be asked to make presentation in respect of the present project, completed/on going similar projects by the bidder during the last seven years on the date as communicated by municipality. Maximum time allotted for the power- point presentation will be 15 minutes.

### Evaluation of Stage-III

For the projects above Rs. 3.0 Cr., Financial Bid of the Shortlisted Architect (who scores minimum 70 marks in stage-II) will be opened.

#### 9. Selection process for Architect/firm

9.1 **For the projects upto Rs. 3.0 Cr.,** financial Bid of the bidders will be opened who qualifies the initial eligibility of the project and work will be awarded to the bidders whose financial quote is found least.

9.2 **For the projects above Rs. 3.0 Cr.,** selection of Architect/firm will on the basis of Quality Cost Based Selection (QCBS).

The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.

The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:

$Sf = 100 \times Fm / F$ , in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the proposal under consideration.

Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following:  $S = St \times T\% + Sf \times P\%$ .

For the projects above Rs. 3.0 Cr but upto Ts. 10.0 Cr., T will be 70 and P will be 30.  
For the projects above Rs. 10.0 Cr., T will be 80 and P will be 20.

**10. Pro-forma for Submission**

This part of the document provides pro-forma for providing the information. Authorized signatory of the Applicants must sign each page of the Proposal to be submitted to municipality.

Form I: Letter of Proposal Submission

[Location, Date] To

Designation of Officer,

Address of office

**Subject: "Selection of Architect/Firm from Empanelled Architects under category\_\_\_\_ and above for  
<Name of work> of Municipal Corporation, Council, Committees in District\_\_\_\_\_**

Dear Sir,

We, the undersigned, offer to provide the consulting assignment/job for municipality in accordance with your TOR Document dated [Insert Date] and our Proposal. We are hereby submitting our Technical Proposal, in a sealed envelope. We have submitted our financial proposal online. We confirm that we have read the TOR Document in totality and abide by the terms and conditions stated in the document.

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. Our proposal is binding upon us.

We understand municipality in 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:

## Form II: General Information

### 1. Details of the Applicant

Name of Applicant:

Legal Status: Address:

Tel No. (with code):

Contact person:

Name and Designation:

Address, Telephone No. and Email address:

2. Type of Firm (Proprietorship firm/Partnership firm) *(with supporting documents)*:

3. Years since incorporation with documentary evidence (or equivalent certificate):

4. Years since registration of firm with documentary evidence (or equivalent certificate):

5. Brief description of the firm & organization structure:

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

Authorized signatory Name:

Date:

Name of the Applicant with seal

### Form III: Technical Capacity

Please provide the details of technical capacity in the following format:

	Technical Criteria	Response	Eligible Status	Reference Page No. of supporting documents
1	Type of Firm (Proprietorship firm/Partnership firm)	Years)	(Eligible/Ineligible)	(Certificate of incorporation)
2	Years since registration	Years)	(Eligible/Ineligible)	(Certificate of incorporation)
3	Experience of Principal Architect	Years)	(Eligible/Ineligible)	(Certified copies of Financial Statements to be attached as proofs.)
4	Empanelment with HSIIDC	(Name of Project + Project Cost)	(Eligible/Ineligible)	(Certified copy of empanelment to be attached as proof.)
5	Experience of Similar/Eligible Projects No. 1		(Eligible/Ineligible)	(Performance/ Completion Certificates from Client clearly stating the nature of work & services rendered)
6	Experience of Similar/Eligible No. 2		(Eligible/Ineligible)	(Performance/ Completion Certificates from Client clearly stating the nature of work & services rendered)
7	No pending litigations with Any Govt. department, boards, corporations		(Eligible/Ineligible)	

**Form IV: Credential Format**

**Project Description Sheet**

(Use separate sheet for each cited Project)

The following information should be provided in the format below for each Eligible Assignment for which your firm individually was legally contracted by the client stated below:

Assignment Name:		
Name and Address of Client:		
Location:	Project cost (in rupees): Built-up Area in sqm:	
Start date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (in rupees):
Name of Associated Architects, if any:		
Name of Senior Staff (Project Director/Coordinator, Team Leader) involved and functions performed:		
Narrative Description of Project:		
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 Applicant:

\*Applicant needs to furnish Completion/Performance Certificate for supporting for all the completed projects as per Technical criteria.

Signature of the Architect with seal

Dated:

Witness:

Address:

Occupation:

**Form V: Undertaking**

**Name of Work: "Selection of Architect/Firm from Empanelled Architects under category\_\_\_\_ and above for <Name of work> of Municipal Corporation, Council, Committees in District\_\_\_\_\_.**

I confirm that I/Applicant do not have any pending litigation & non-performing contracts during last 5 years. Further, I/Applicant have not been barred by Government of India/ any State Government/ Government agency, Board, Corporation, Supreme Court.

I/we confirm that we do not have any litigations pending with the municipality as on the date of submission of bid.

Signature of the Architect with seal:

Dated:

Witness:

Address:

Occupation:

## **11. Standard Conditions (SC)**

The following standard conditions shall apply to the selected Architect/Firm.

### **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 district courts of \_\_\_\_\_ (Haryana) and Hon'ble High Court of Punjab & Haryana.

#### **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 municipality or the Successful Applicant 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 Architect and their personnel shall pay such direct and 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.** "corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;

**1.5.2.** "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;

**1.5.3.** "collusive practices" means a scheme or arrangement between the architect, with or without the knowledge of the authority, designed to establish prices at artificial, non-competitive levels;

**1.5.4.** "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;

#### **1.6. Measures to be taken**

Director, Urban Local Bodies Haryana will cancel the Architect's empanelment, if he is found engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract

## **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 municipality. The date the Contract comes into effect is defined as the Effective Date.

### **2.2. Commencement of Services**

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

### **2.3. Expiration of Contract**

Unless terminated earlier pursuant to Clause SC 2.10 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 architect 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.

## **2.6. Termination**

### **2.6.1. By Municipality**

Municipality may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (i) to (vi) of this clause SC 2.6.1. In such an occurrence municipality shall give a not less than fifteen (15) days' written notice of termination to the Architect, and thirty (30) days' in the case of the event referred in (v).

- i. If the Architect 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 municipality may have subsequently approved in writing.
- ii. If the Architect becomes insolvent or bankrupt.
- iii. If the Architect, in the judgment of municipality has engaged practices as defined in competing for or in executing the Contract.
- iv. If, as the result of Force Majeure, the Architect is unable to perform a material portion of the Services for a period of not less than thirty (30) days.
- v. If municipality, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- vi. If the Architect fails to comply with any final decision reached as a result of arbitration proceedings.

### **2.6.2. By the Architect**

The Architect may terminate the Contract, by not less than thirty (30) days' written notice to municipality, such notice to be given after the occurrence of any of the events specified in paragraphs (i) through (ii) of this clause SC 2.6.2.

- i. If municipality fails to pay any money due to the Architect pursuant to the Contract within forty-five (45) days after receiving written notice from Architect that such payment is overdue.

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

- ii. If municipality fails to comply with any final decision reached as a result of arbitration.

## **2.7. Payment and Penalties upon Termination**

Upon termination of the Contract pursuant to Clauses SC 2.6.1 or 2.6.2, municipality shall make the following payments to the Architect:

- (a) payment for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (i) through (iii), and (vi) of Clause SC 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

If the Contract is terminated on default of the architect as defined in clause (i) to (iii) and (vi) of clause 2.6.1, then municipality may encash the performance security and/or recover any charges from the Agency as may be deemed fit by the municipality.

## **3. OBLIGATIONS OF THE ARCHITECT**

### **3.1. General**

The Architect shall always act, in respect of any matter relating to the Contract or to the Services, as faithful advisers to municipality, and shall always support and safeguard municipality legitimate interests in any dealings with Sub-Consultants or third Parties.

### **3.2. Standard of Performance**

The Architect 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.

### **3.3. Conflict of Interests**

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

### **3.4. Prohibition of Conflicting Activities**

The Architect 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.

### **3.5. Confidentiality**

Except with the prior written consent of municipality, the Architect 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 Architect and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

**3.6. Architect's Actions: The Architect shall inform the Authority in writing before taking any of the following actions:**

Entering into a subcontract for the performance of any part of the Services, appointing such members of the Personnel not listed in the team presented in the technical proposal submitted by the Architect.

**3.7. Reporting Obligations**

Architect shall submit to municipality the reports and documents specified in deliverables section of RFP Document, in the form, in the numbers and within the time periods set forth in the RFP Document.

**3.8. Documents Prepared by the Architect to be the Property of municipality.**

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

The Architect may retain a copy of such documents and software. However, for any future use of these documents, the architect should take approval of HSIIDC.

**3.9. Accounting, Inspection and Auditing**

The Architect 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. ARCHITECT'S PERSONNEL**

**4.1. Description of Personnel**

The Architect 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**

- i. Except as municipality may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Architect, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Architect shall provide as a replacement a person of equivalent or better qualifications.
- ii. If municipality finds that any of the Personnel have (a) committed serious misconduct or have been charged with having committed a criminal action, or (b) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then Architect shall, at municipality's written request specifying the grounds thereof, provide as a replacement a person with qualifications

and experience acceptable to municipality.

- iii. The Architect 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**

Assistance and Exemptions: municipality shall use its best efforts to ensure that it shall provide the Architect such assistance as reasonably required for the execution of the project.

**6. PAYMENTS TO ARCHITECT**

**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 Architect and according to the payment schedule stated in the TOR Document.

**7. GOOD FAITH**

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**

**8.1. 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.

If the Parties are unable to resolve a dispute amicably through discussion on conciliation, the dispute may be referred to Arbitration. District Municipal Commissioner/Commissioner, Municipal Corporation shall appoint the Arbitrator. In case dispute is not resolved through arbitration, the dispute can then be brought to the jurisdiction of District Courts \_\_\_\_\_ /Hon'ble Court of Punjab & Haryana as the case may be.

**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 sanction, then the Architect shall if so desired by municipality take steps to carry out necessary modification in the design and specification to see that tendered cost does not exceed. The Architect shall not be paid anything extra for such modification. If municipality is convinced that the trend of market rates is such that work cannot be done within the amount of approved estimate, the Architect shall submit a revised estimate expeditiously for obtaining revised approval.

**9.2.** The Architect shall not make any deviation, alterations, additions or omission from the work shown/ described and awarded to the contractor except through and with prior

approval of the CMC/DMC or any other officer authorized 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 or other services/ utilities (internal and external) would be supplied by the Architect as required for submission to all the local bodies and other authorities plus sets required by municipality being no less than three 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 municipality 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 Architect or used by municipality for any other project. No copies of any drawings or documents shall be issued to anyone except municipality or its authorized representative.

**11. ABANDONMENT OF WORK**

- 11.1.** If the Architect abandon the work for any reasons whatsoever or become incapacitated form acting as Architect as aforesaid, municipality may make full use of all or any of the drawings prepared by the Architect and that the Architect shall be liable to pay such damages as may be assessed by municipality subject to a maximum of 10% of the total fee payable to the Architect 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 Architect shall be entitled to all such fee 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 Architect 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 six months from the date of start of regular use of the portion of work affected.
- 12.2.** Municipality shall grant right of access to the Architect of these portions of the work claimed to be defective for inspection.
- 12.3.** Municipality may make good the loss by recovery from the dues of the Architect in case of failure to comply with the above clause.

**13. DETERMINATION OR RECESSON OF AGREEMENT**

Municipality without any prejudice to its right against the Architect in respect of any delay by notice in writing absolutely determines the contract in any of the following cases:

- 13.1.** If the Architect being a firm shall pass a resolution or the court shall make any order that the firm 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 Architect is in breach of any of terms of agreement.
- 13.3.** When the Architect has made himself liable for action under any of the cases aforesaid municipality shall have powers.
- 13.4.** To determine or rescind the agreement.
- 13.5.** To engage another Architect to carry out the balance work debiting the Architect the excess amount if any so spent.

#### **14. GENERAL**

- 14.1.** The Architect will 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.** Municipality will get the work of Architect 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 municipality's own supervisory staff, if any, will not absolve the Architect of his responsibility of general supervision. The Architect 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 Architect 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 municipality in respect of any proprietary rights or copy right on the part of any other party relating to the plans, models and drawings.

- 14.5.** The Architect shall indemnify and keep indemnified municipality against any such claims and against all cost and expenses paid by municipality 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 Architect.

**End of Document**