

**Terms of Reference (TOR)**



**Empanelment of Architects for a period of 3 years for rendering  
Architectural Services for projects in Noida**

**December 2015**

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

**Bid Advertisement**  
**EXPRESSION OF INTEREST**

*Empanelment of Architects for a period of 3 years for rendering Architectural Services for projects in Noida*

New Okhla Industrial Development Authority (hereinafter referred to as “NOIDA” or “the Authority”) intends to empanel architects for a period of 3 years for rendering Architectural Services for various projects in Noida. In this regard, the Authority now invites the interested bidders to submit their proposals as per provisions of the terms of reference (TOR) document.

The bidder should fulfil the following technical and financial criteria:

- Sole proprietorship, registered partnership firm. The proprietorship firm or partnership firm should be registered in India for minimum 3 years. No consortium is allowed. The principal Architect should be registered with Council of Architecture with at least 3 years of experience
- The average annual turnover of the Bidder from Architectural Services during past 3 years shall be minimum INR 10 lacs
- The Bidder should have at least one qualified architect working full time employed with bidder. The bidder should have experience of working with Government Departments/Authority/PSUs.

The terms and conditions along with eligibility and evaluation criteria have been detailed in the tender document. The interested bidders can obtain the RFP document from Vijaya Bank, Sector – 6, Noida during the sale period, upon a written request accompanied by a demand draft of Rs. 5,000 (Rupees Five thousand only plus VAT) in favour of New Okhla Industrial Development Authority, payable at New Delhi/ Noida.

The bidders can also download the RFP document from Noida Authority website. If bidders have not purchased RFP from bank, then bidders need to submit demand draft of Rs. 5,000 (Rupees Five thousand only plus VAT) in favour of New Okhla Industrial Development Authority, payable at New Delhi/ Noida at time of technical bid submission. Failure to do so may result in disqualification of bid

<b>Key Dates</b>	
Issuance of bid documents	On all working days from December 15, 2015 to December 29, 2015 during banking hours
Last date of submission of bids	At 3.00 PM, on January 06, 2016
Opening of technical bids	At 3.30 PM, on January 06, 2016

*Noida reserves the full right to change the scope and/ or terminate the empanelment process at any stage without assigning any reasons and without any prior notice and no claim of any nature from anyone in this regard shall be entertained.*

Any query regarding the project should be directed to the contact given below:

**Chief Architect Planner**

Noida Authority – Sector 6, Noida, Uttar Pradesh-  
201301 Website- [www.noidaauthorityonline.com](http://www.noidaauthorityonline.com)

Fax- 0120-2422211 Phone - 120 2422297, Mobile

## **Disclaimer**

This Terms of Reference (TOR Document) for “Empanelment of Architects for a period of 3 years for rendering Architectural Services for projects in Noida” contains brief information about the scope of work 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.

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## **Section I: General Information**

### **I.I. Background**

New Okhla Industrial Development Authority (hereinafter referred to as “NOIDA” or “the Authority”), is one of the largest planned industrial townships of Asia. Noida Authority intends to empanel architects for a period of 3 years for rendering architectural services for projects in Noida. NOIDA will empanel the Architects on the basis of evaluation criteria mentioned in this TOR Document.

During the tenure of 3 years of empanelment period, based on the requirement of architectural services for any project, a project brief/ shall be issued to the empaneled architects as per selection process stated in clause 18. The empaneled architects would 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 Authority for the proposed project shall be deemed as “Successful Bidder” for the proposed project. The decision of the Evaluation committee as constituted by Noida Authority shall be final in regards to conceptual plan presented in the technical presentation. Hard/soft copy of the conceptual plan shall be submitted to Noida Authority after the technical presentation for evaluation purpose

The Successful Bidder shall provide the services as mentioned in the Terms of Reference (Section – II).

### **I.II. Salient Information**

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

**Table 1**

<b>Key Dates</b>	
Issuance of bid documents	On all working days from December 15, 2015 to December 29, 2015 during banking hours
Last date of submission of bids	At 3.00 PM, on January 06, 2016
Opening of technical bids	At 3.30 PM, on January 06, 2016

### **I.III. Content of the TOR Document**

The TOR Document comprises of the contents as listed below:

Section I <b>General Information</b>	I.I Background I.II. Salient Information I.III. Content of the TOR Document
Section II <b>Terms of Reference</b>	II.I Empanelment categories II.II Scope of Work II.III Financial Terms II.IV Payment Terms
Section III <b>Instruction to Bidders</b>	A. General Conditions B. Preparation and Submission of proposals C. Proposal Opening
Section IV <b>Technical Evaluation</b>	Technical Evaluation Criteria
Section V <b>Pro-forma</b>	Pro-forma for Submission of Proposals - Technical Submission Form
Section VI <b>Standard Conditions (SC)</b>	Standard Conditions

The Bidders can contact the following for any clarifications on the TOR Document:

**Chief Architect Planner**

Noida Authority – Sector 6, Noida, Uttar Pradesh- 201301

Website- [www.noidaauthorityonline.com](http://www.noidaauthorityonline.com)

Fax-0120-2422211,

## **Section II: Terms of Reference**

### **II.1 Scope of Work**

#### **II.1.1 Scope of Work for Comprehensive Architectural Services**

The Architect is required to provide services in respect of following:

##### **Part I – ARCHITECTURE:**

- Taking Noida Authority's instructions and preparation of design brief.
- Site evaluation, analysis and impact of existing and / or proposed development on its immediate environs.
- Design and site development.
- Structural design.
- Sanitary, plumbing, drainage, water supply and sewerage design.
- Electrical, electronic, communication systems and design.
- Heating, ventilation and air conditioning design (HVAC) and other mechanical systems.
- Elevators, escalators, etc.
- Fire detection, Fire protection and Security systems etc.
- Periodic inspection and evaluation of Construction works.

##### **Part II - ALLIED FIELDS:**

- Landscape Architecture
- Interior Architecture
- Architectural Conservation
- Retrofitting of Buildings
- Graphic Design and Signage

## **SCHEDULE OF SERVICES**

The Architect shall, after taking instructions from the Noida Authority, render the following services:

### **CONCEPT DESIGN [STAGE 1]:**

Carry out site analysis and furnish a site appraisal report with regard to the potential of the site vis-à-vis activities.

Prepare drawings and documents to enable the Noida Authority to get done the detailed survey and soil investigation at the site of the project.

Furnish preliminary scheme for site planning.

Prepare conceptual landscape design with reference to requirements given and prepare rough estimate of cost on area basis.

### **PRELIMINARY DESIGN AND DRAWINGS [STAGE 2]:**

- Modify the conceptual design incorporating required changes and prepare the preliminary drawings, sketches, etc. for the Noida Authority's approval along with preliminary estimate of cost on area basis.

### **DRAWINGS FOR NOIDA AUTHORITY'S/ STATUTORY APPROVALS [STAGE 3]:**

- Prepare drawings necessary for Noida Authority's/ statutory approvals and ensure

compliance with codes, standards and legislation, as applicable and assist the Noida Authority in obtaining the statutory approvals thereof, if required.

**WORKING DRAWINGS AND TENDER DOCUMENTS [STAGE 4]:**

- Prepare working drawings, specifications and schedule of quantities sufficient to prepare estimate of cost and tender documents including code of practice covering aspects like mode of measurement, method of payments, quality control procedures on materials & works and other conditions of contract.

**BID PROCESS MANAGEMENT FOR IDENTIFICATION OF CONTRACTOR [STAGE 5]:**

- Preparation of documents for pre-qualification of Contractors, inviting of RFQs, evaluation of the applications and short listing agencies for the project.
- Preparation of tender documents including specifications and bill of quantities, drawings etc. for calling of tenders & implementation of Project.
- The Agency shall assist the Authority 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.
- The Agency shall assist the Authority in executing the Contract with the successful tenderers in the format prescribed in the tender document on a stamp paper of appropriate denomination.

**CONSTRUCTION STAGE ACTIVITIES [STAGE 6]:**

**Construction & Commissioning**

- Agency shall help the Authority in executing and commissioning the work and for getting the project facility constructed as per approved designs.

**Construction Supervision**

- 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 generally in accordance with condition of contract up to satisfaction of Engineer in charge. Agency shall submit the report along with the observations for each visit.

**COMPLETION [STAGE 7]:**

- Prepare and submit completion reports and drawings for the project as required and assist the Noida Authority in obtaining "Completion / Occupancy Certificate" from statutory authorities, wherever required.
- Issue two sets of as built drawings including services, structures and plantation.



## **II.I.II Scope of Work for Landscape Architecture**

The Architect is required to provide services in respect of following:

- Site appraisal and suitability.
- Site planning.
- Landform and grading.
- Surface drainage design and water management.
- Irrigation design.
- Open space design - hard and soft areas.
- Planting design.
- Landscape structures and features.
- Garden Furniture design.
- Illumination design.
- Graphic design and signage.
- Co-ordination of external services.
- Periodic inspection and evaluation of works at site.

## **SCHEDULE OF SERVICES**

The Architect shall, after taking instructions from the Noida Authority, render the following services:

### **CONCEPT DESIGN [STAGE 1]:**

- Carry out site analysis and furnish a site appraisal report with regard to the potential of the site vis-à-vis activities.
- Prepare drawings and documents to enable the Noida Authority to get done the detailed survey and soil investigation at the site of the project.
- Furnish preliminary scheme for site planning.
- Prepare conceptual landscape design with reference to requirements given and prepare rough estimate of cost on area basis.

### **PRELIMINARY DESIGN AND DRAWINGS [STAGE 2]:**

- Modify the conceptual design incorporating required changes and prepare the preliminary drawings, sketches, etc. for the Noida Authority's approval along with preliminary estimate of cost on area basis.

### **DRAWINGS FOR NOIDA AUTHORITY'S/ STATUTORY APPROVALS [STAGE 3]:**

- Prepare drawings necessary for Noida Authority's/ statutory approvals and ensure compliance with codes, standards and legislation, as applicable and assist the Noida Authority in obtaining the statutory approvals thereof, if required.

### **WORKING DRAWINGS AND TENDER DOCUMENTS [STAGE 4]:**

- Prepare working drawings, specifications and schedule of quantities sufficient to prepare estimate of cost and tender documents including code of practice covering aspects like mode

of measurement, method of payments, quality control procedures on materials & works and other conditions of contract.

**APPOINTMENT OF CONTRACTORS [STAGE 5]:**

- Invite, receive and analyse tenders; advise Noida Authority on appointment of contractors.

**CONSTRUCTION [STAGE 6]:**

- Prepare and issue working drawings and details for proper execution of works during construction.
- Approve samples of various elements and components.
- Check and approve shop drawings submitted by the contractor/ vendors.
- Visit the site of work, at intervals mutually agreed upon, to inspect and evaluate the Construction Works and where necessary clarify any decision, offer interpretation of the drawings/specifications, attend conferences and meetings to ensure that the project proceeds generally in accordance with the conditions of contract and keep the Noida Authority informed and render advice on actions, if required.
- In order to ensure that the work at site proceeds in accordance with the contract documents/ drawings and to exercise time and quality controls, the day-to-day supervision will be carried out by a Construction Manager (Clerk of Works/ Site Supervisor or Construction Management Agency in case of a large and complex project), who shall work under the guidance and direction of the Architect and shall be appointed and paid by the Noida Authority.
- Issue Certificate of Virtual Completion of Civil Works and plantation.

**COMPLETION [STAGE 7]:**

- Prepare and submit completion reports and drawings for the project as required and assist the Noida Authority in obtaining "Completion / Occupancy Certificate" from statutory authorities, wherever required.
- Issue two sets of as built drawings including services, structures and plantation.

**II.II Financial terms**

**II.II.I Fee for the Project**

NOIDA as per the special circular has fixed the fee for architectural & technical consultants which would be appointed to undertake work for NOIDA. The fee is fixed as a percentage of actual project cost. The details of the same is given in the table below:

S. no	Project cost	Fee (% of actual project cost)
1	Upto INR 5.00 crore	2.50
2	From INR 5.00 crore to INR 25.00 crore	2.00
3	From INR 25.00 crore to INR 100.00 crore	1.50
4	More than INR 100.00 crore	1.00

- This fee shall include all charges i.e. all taxes (except Service tax), duties, levies, out of pocket expenses, procurement cost, professional fee, etc. Service tax to be payable extra as applicable. Vetting charges shall be paid by Noida Authority. 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.
- The Consultant shall have to make all arrangements for the staff at their own cost.
- Consultant shall acquaint itself with all the legislation, court and standards prescribed from time to time.
- The cost of the project cost shall be the cost of the all development, as calculated on actual cost of structural/civil, landscaping, sanitary and electrical fittings and fixtures, park furniture, mechanical equipment's, etc on all items on which consultant rendered professional services.

**II.II.II 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 -

- Plan approval and service connection deposited and fees payable to local and statutory bodies by the Authority
- Any other services which are not planned by the Consultant
- Cost of any rejected work
- Cost of any supervisory and other establishment employed on work by the Authority or the consultant
- Other contingent expenditure like press advertisement, publicity, inauguration, ceremonies of building etc.
- Fee paid to I.I.T./N.I.T or similar organization for vetting of structural design, etc., if any. The same shall be borne by Authority.
- 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.
- Escalation in the cost due to increase in rates on materials, labour etc. after award of work

Any deviation in the item of work not authorized by the Authority prior to its execution.

**II.III Payment Terms**

**II.III.I** The payment milestone for each of the services in the scope of work for **Comprehensive Architectural Services/Structural Designs** will be in the following stages consistent with the work done plus reimbursable expenses as mutually agreed upon.

Key Activities/Milestones	Payment %
<b>Stage 1</b> On submitting conceptual designs and rough estimate of cost.	15% of total fee payable.

<p><b>Stage 2</b> On submitting the required scheme for the Noida Authority's approval along with preliminary estimate of cost</p>	<p>20% of total fee payable less payment already made at Stage 1</p>
<p><b>Stage 3</b> a) On incorporating Noida Authority's suggestions and submitting drawings for approval from the Noida Authority/ statutory authorities, if required. b) Upon Noida Authority's / statutory approval necessary for commencement of construction, wherever applicable</p>	<p>30% of the total fees payable less payment already made at Stages 1 and 2.  35% of the total fees payable less payment already made at stages 1 to 3a.</p>
<p><b>Stages 4</b> Upon preparation of working drawings, specifications and schedule of quantities sufficient to prepare estimate of cost and preparation of tender documents.</p>	<p>45% of the total fees payable less payment already made at stages 1 to 3a</p>
<p><b>Stages 5</b> On inviting, receiving and analysing tenders; advising Noida Authority on appointment of Contractors.</p>	<p>55% of the total fees payable less payment already made at Stages 1 to 4.</p>
<p><b>Stage 6</b> a. On submitting working drawings and details required for commencement of work at site. b. i. On completion of 20% of the work ii. On completion of 40% of the work iii. On completion of 60% of the work iv. On completion of 80% of the work v. On Virtual Completion</p>	<p>65% of the total fees payable less payment already made at Stages 1 to 5.  70% of the total fees payable less payment already made at Stages 1 to 6a.  75% of the total fees payable less payment already made at Stages 1 to 6b(i).  80% of the total fees payable less payment already made at Stages 1 to 6b(ii).  85% of the total fees payable less payment already made at Stages 1 to 6b(iii).</p>

	90% of the total fees payable less payment already made at Stages 1 to 6b(iv).
<b>Stage 7</b> On submitting Completion Report and drawings for issuance of completion/ occupancy certificate by statutory authorities, wherever required and on issue of as built drawings	100% of the fees payable less payment already made at various stages

II.III.II The payment milestone for each of the services in the scope of work for **Landscape Architecture** will be in the following stages consistent with the work done plus reimbursable expenses as mutually agreed upon.

Key Activities/Milestones	Payment %
<b>Stage 1</b> On submitting conceptual designs and rough estimate of cost.	15% of total fee payable.
<b>Stage 2</b> On submitting the required preliminary scheme for the Noida Authority's approval along with the preliminary estimate of cost	20% of total fee payable less payment already made at Stage 1
<b>Stage 3</b> On incorporating Noida Authority's suggestions and submitting drawings for approval from the Noida Authority/ statutory authorities, if required.	35% of the total fees payable less payment already made at stages 1 to 2
<b>Stages 4</b> Upon statutory approval, if required and preparation of working drawings, specifications and schedule of quantities sufficient to prepare estimate of cost and preparation of tender documents.	45% of the total fees payable less payment already made at stages 1 to 3
<b>Stages 5</b> On inviting, receiving and analysing tenders; advising Noida Authority on appointment of Contractors.	55% of the total fees payable less payment already made at Stages 1 to 4.
<b>Stage 6</b> a. On submitting working drawings and details required for commencement of work at site.	65% of the total fees payable less payment already made at Stages 1 to 5.

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<p>b.</p> <p>vi. On completion of 20% of the work</p> <p>vii. On completion of 40% of the work</p> <p>viii. On completion of 60% of the work</p> <p>ix. On completion of 80% of the work</p> <p>x. On Virtual Completion</p>	<p>70% of the total fees payable less payment already made at Stages 1 to 6a.</p> <p>75% of the total fees payable less payment already made at Stages 1 to 6b(i).</p> <p>80% of the total fees payable less payment already made at Stages 1 to 6b(ii).</p> <p>85% of the total fees payable less payment already made at Stages 1 to 6b(iii).</p> <p>90% of the total fees payable less payment already made at Stages 1 to 6b(iv).</p>
<p><b>Stage 7</b></p> <p>On submitting Completion Report and drawings for issuance of completion/ occupancy certificate by statutory authorities, wherever required and on issue of as built drawings</p>	<p>100% of the fees payable less payment already made at various stages</p>

## **Section III: Instructions to Bidders**

### **A. General Conditions**

#### **1. Number of Proposals and respondents**

- 1.1. No Bidder or its Associate shall submit more than one Proposal, in response to this TOR.
- 1.2. The TOR Document is not transferable and Proposals shall be submitted only by Bidders to whom the TOR Document has been issued by NOIDA.

#### **2. Proposal preparation cost**

- 2.1. 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.
- 2.2. All papers submitted with the bid are neither returnable nor claimable.

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

- 3.1. Notwithstanding anything contained in this TOR Document, NOIDA reserves the right to accept or reject any proposal and to annul the empanelment 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.
- 3.2. NOIDA reserves the right to reject any Proposal if:
  - 3.2.1. At any time, a material misrepresentation is made or discovered, or
  - 3.2.2. The Bidder does not respond promptly and diligently to requests for supplemental information required for the evaluation of the Proposal
- 3.3. Rejection of the Proposal by NOIDA as aforesaid would lead to the disqualification of the Bidder.

#### **4. Amendment of TOR Document**

- 4.1. 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.
- 4.2. 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.

#### **5. Data Identification and collection**

- 5.1. It is desirable that the Bidder submits its Proposal after verifying the availability of the data, information and/ or any other matter considered relevant.
- 5.2. It would be deemed that by submitting the Proposal, the Bidder has:
  - 5.2.1. Made a complete and careful examination and accepted the TOR Document in total;
  - 5.2.2. Received all relevant information requested from NOIDA and:
    - 5.2.3. Made a complete and careful examination of the various aspects of the scope of work including but not limited to:
      - 5.2.3.1. Existing data or any relevant information;
      - 5.2.3.2. All other matters that might affect the Bidder's performance under the terms of this TOR Document.

5.3. 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**

### **6. Language and currency**

6.1. 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. Format and Signing of Proposals/ Bids**

- 7.1. The Bidder needs to submit their technical proposals in prescribed format (Section V).
- 7.2. 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.
- 7.3. 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.
- 7.4. In case the Bidder 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.

### **8. Sealing and marking of proposals**

- 8.1. The technical proposal shall be sealed in one single outer envelope clearly bearing the following identification: **“Empanelment of Architects for rendering architectural services for projects in Noida for a period of 3 years”**
- 8.2. The proposals shall be addressed to:  
Chief Architect Planner  
Noida Authority, Sector-6, Noida – 201301  
Website-[www.noidaauthorityonline.com](http://www.noidaauthorityonline.com)
- 8.3. The envelope shall indicate the name, address and contact number of the Bidder
- 8.4. 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.

### **9. Proposal due date**

- 9.1. NOIDA, at its sole discretion, may extend the bid due date by issuing an Addendum.
- 9.2. Proposals should be submitted at or before 3.00 PM IST January 06, 2016 to the address provided in Clause 8.2 in the manner and form as detailed in this TOR. Proposals submitted by either facsimile transmission or telex will not be acceptable.
- 9.3. 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 4, uniformly for all Bidders.

### **10. Late bid**



Any bid received by NOIDA after 1500 hours IST on **January 06, 2016** will not be accepted.

### **11. Modifications/ Substitution/ Withdrawal of Proposals**

The Bidder will not be allowed to modify, substitute or withdraw its Proposal once submitted to the NOIDA. 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 or bearer of the Authority in the proposal evaluation or contract award decisions may result in the rejection of the Bidder's proposal.

### ***C. Proposal opening***

#### **12. Opening of Proposals**

- 12.1. NOIDA would open the Proposals at 3.30 PM on the Proposal Due Date for the purpose of evaluation.
- 12.2. Proposals shall be opened in presence of interested Bidders who choose to be present at specified time and location.
- 12.3. NOIDA would subsequently examine Proposals in accordance with the criteria set out in this Document.

#### **13. Confidentiality**

- 13.1. Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person not officially concerned with the process.
- 13.2. 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.

#### **14. Tests of Responsiveness**

- 14.1. 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:
  - It is received/ deemed to be received by the bid due date and time including any extension thereof pursuant to Clause 10.
  - It is signed, sealed and marked as stipulated in Clause 8 and Clause 9.
  - It contains all information required in this TOR Document.
  - Information is provided as per the formats specified in the TOR Document.

The bid will be non-responsive in case the bidder has not purchased RFP from bank and has not submitted DD of Rs 5,000 (plus VAT) at the time of technical bid submission,

- 14.2. 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.

#### **15. Clarifications**

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 in clause 8.2 so as to reach Authority on or before December 29 2015

The Authority shall make reasonable endeavor to respond to the questions raised or clarifications sought by the Applicants. However, the Authority 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 the Authority to respond to any question or to provide any clarification.

The Authority may also on its own discretion, if deemed necessary, issue interpretations and clarifications to all Applicants by way of a common communication. All clarifications and interpretations issued by the Authority shall be deemed to be part of this document. Any verbal clarifications and information given by Authority or its employees or representatives or consultants shall not in any way or manner be binding on the Authority. Authority reserves its right to retract, change alter or modify any communications once given by any of its employees and/or consultants.

Authority will provide adequate information/ support to the assist Applicants in the formulation of their application or response to this bid document.

Further, to assist in the process of evaluation of Proposals, NOIDA may, at its sole discretion, ask any Bidder/applicant 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.

## **16. Proposal Evaluation**

- 16.1. To assist in the examination, evaluation, and comparison of Proposals, NOIDA may utilize the services of advisor(s).
- 16.2. The proposals will be evaluated by the Noida Committee to be appointed by the NOIDA.
- 16.3. The Submissions of the Bidders would first be checked for responsiveness as set out in Clause 14. All proposals found to be substantially responsive shall be evaluated as per the Technical Criteria mentioned in clause 17 Section IV of this TOR Document.
- 16.4. The envelopes containing the Technical Proposal of the Bidders who do not meet the Technical Criteria shall not be considered for further process.
- 16.5. All the bidders meeting minimum technical criteria shall be empanelled.
- 16.6. However the selection of empanelled bidders for particular projects shall be carried out as per clause 18 of Section IV

## **Section IV: Technical and Evaluation Criteria**

### **17. Technical Criteria**

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

- 17.1. Sole proprietorship, registered partnership firm. The proprietorship firm or partnership firm should be registered in India for minimum 3 years. The Principal Architect should be registered with Council of Architecture with at least 3 years of experience
- 17.2. The minimum average annual turnover of the Bidder from architectural services during past 3 years should be INR 10 lacs
- 17.3. The Bidder should have at least one qualified architects working full time with bidder
- 17.4. The bidder should have experience of working with government departments/authority/PSUs.
- 17.5. The Applicant should not have any litigations pending with the NOIDA as on date of opening of technical bid.
- 17.6. The Bidder shall also furnish the following:
  - Type of organization (Partnership/ Proprietary)
  - Registrar of firm certificate, or for proprietorship firm, the Service Tax registration/Income tax return can establish as years of experience. Years of experience can also be established from oldest client certificate furnished by bidder.
  - CVs of key personnel
  - Proof of registration with council of architecture (CoA)
  - Performance certificate from previous clients for clearly stating nature of work, services rendered and area for designing purpose of similar works.
  - Audited balance sheet, profit and loss account and statement of turnover for last three years
  - Service tax registration number

### **18. Selection process for Empanelled firms**

The Noida committee shall empanel all the Architects meeting minimum technical criteria as mentioned in clause 17. The decision of the Noida committee as constituted by Noida Authority in this regard shall be final.

However project brief will be issued to empanelled firms for presenting the concept plan to the Evaluation Committee depending upon the expected project cost. Selection shall be based on the concept plan based on the brief from Noida Authority from time to time.

The criteria to be met by bidders in the submitted bids for different project cost categories is as follows:

**RFP for Empanelment of Architects for a period of 3 years for rendering Architectural Services for projects in Noida**

- The minimum number of years for which firm is required to be registered and minimum number of years of experience of principal architect against project cost:

<b>Project cost</b>	<b>Number of years for which firm is registered and years of experience of principal architect required</b>
Up to INR 5 crore	3 years
Above INR 5 crore and up to INR 25 crore	5 years
Above INR 5 crore and up to INR 25-100 crore	8 years
Above INR 100 crore	10 years

- The minimum average annual turnover of the Bidder from architectural services during past 3 years required against project cost:

<b>Project cost</b>	<b>Minimum Average Annual Turnover for past three years</b>
Up to INR 5 crore	INR 10 lacs
Above INR 5 crore and up to INR 25 crore	INR 25 lacs
Above INR 5 crore and up to INR 25-100 crore	INR 50 lacs
Above INR 100 crore	INR 1 crore

- Number of full time qualified Architects working with the bidder as against project cost is:

<b>Project cost</b>	<b>Minimum number of qualified Architects working full time with bidder</b>
Up to INR 5 crore	1
Above INR 5 crore and up to INR 25 crore	2
Above INR 5 crore and up to INR 25-100 crore	3
Above INR 100 crore	5

For example: for a project whose estimated cost is INR 40 crore, only firms registered for minimum 8 years AND whose principal architect has minimum experience of 8 years AND having minimum turnover of INR 50 lacs during past three years AND having minimum 3 full time qualified Architects working with bidder will be issued project brief and thus considered for selection process.

Separate project specific agreement shall be entered with selected Architect and Noida authority for each projects based on terms and conditions of this RfP.

**Section V: Proforma for Submission**

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

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

**Form – T1**

**LETTER OF PROPOSAL SUBMISSION**

[Location, Date]

To

Chief Architect Planner

Noida Authority – Sector 6

Noida, Uttar Pradesh- 201301

Uttar Pradesh, India

**Subject: Empanelment of Architects for a period of 3 years for rendering architectural services for project in 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 Technical Proposal, in a sealed envelope. 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 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:

**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. Contact person: \_\_\_\_\_
  - 1.5. Name and Designation \_\_\_\_\_
  - 1.6. Address, Telephone No. and Email address \_\_\_\_\_
  
2. Type of firm (Proprietorship firm/Partnership firm) \_\_\_\_\_
  
3. Date of incorporation with documentary evidence \_\_\_\_\_
  
4. Registration detail of firm with documentary evidence \_\_\_\_\_
  
5. Legal status of the firm (with supporting) \_\_\_\_\_
  
6. Service tax registration no. and copy of the last return filed \_\_\_\_\_
  
7. Brief description of the firm and organization structure \_\_\_\_\_
  
8. We agree with all the terms and conditions of this TOR document.

\_\_\_\_\_  
**Authorized signatory**

**Name:**

**Date:**

**Name of the Bidder with seal**

**Form – T3**

**Checklist**

S.No	Particular		Page no/proof
1	Sole proprietorship, registered partnership firm. The proprietorship firm or partnership firm should be registered in India	Write no of years/year registered	Provide proof of registration / certificate from COA
2	average annual turnover of the Bidder from architectural services during past 3 years	Turnover	As per form 4
3	Qualified architects working full time with bidder	Provide numbers	
4	Bidder should have experience of working with government departments/authority/PSUs.	Provide details	List of projects with client certificate
5	The Applicant should not have any litigations pending with the NOIDA as on date of opening of technical bid.	Provide details	Undertaking as per applicable form/format



**Form – T4**

**FINANCIAL CAPABILITY**

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

<b>Year</b>	<b>Annual Turnover</b>
2014-15	Fill details
2013-14	Fill details
2012-13	Fill details
Average	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.

**Form – T4**

**DETAILS ON KEY PERSONNEL**

Name of The Firm :						
S.No.	Name of the personnel	Designation	Educational Qualifications	Year of experience	No. of similar assignments	Working full time with bidder (Y/N)

**Form – T5**

**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:

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

**Form – T6**

**FIRMS EXPERIENCE - PROJECT DESCRIPTION SHEET**

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 Consultants, 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 Bidder:

\*Bidder needs to furnish completion certificates for supporting for all the completed projects.

---

Signature of the consultant with seal

Dated:

Witness:

Address:

Occupation

**Form – T7**

**UNDERTAKING**

***Name of Work: Empanelment of Architects for a period of 3 years for rendering architectural services for projects in Noida***

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, Supreme Court.

I confirm that we do not have any litigations pending with the NOIDA as on date of opening of technical Application.

\_\_\_\_\_  
Signature of the consultant with seal

Dated:

Witness:

Address:

Occupation

## **Section VI: Standard Conditions (SC)**

These Standard Conditions shall apply for all the future work that may be awarded to empaneled architects

### **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 Gautama Buddha Nagar, India and High court of Allahabad.

#### **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**

1.5. The Consultant 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.

#### **1.6. Fraud and Corruption**

1.6.1. "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;

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

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

1.6.4. "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;

#### **1.7. 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



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

### 2.1. Effectiveness of Contract

2.2. 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.

### 2.3. Commencement of Services

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

### 2.5. Expiration of Contract

2.6. 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.

### 2.7. Modifications or Variations

2.8. 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.

### 2.9. Force Majeure

2.9.1. 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.

2.9.2. 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.

2.9.3. 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.

2.9.4. 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.

### 2.10. Termination

#### 2.10.1. By the Authority (NOIDA)

The Authority may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (i) through (vi) of this Clause SC 2.10.1 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 (v).

- i. 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.
- ii. If the Consultant becomes insolvent or bankrupt.
- iii. If the Consultant, in the judgment of the Authority has engaged practices as defined in clause 31.7 in competing for or in executing the Contract.
- iv. 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.
- v. If the Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- vi. If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 38 hereof.

#### 2.10.2. 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 (i) through (ii) of this Clause SC 2.10.2

- i. If the Authority fails to pay any money due to the Consultant pursuant to the Contract and not subject to dispute pursuant to Clause 38 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.  
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.
- ii. If the Authority fails to comply with any final decision reached as a result of arbitration pursuant to Clause 38 hereof.

#### 2.11. Payment and Penalties upon Termination

Upon termination of the Contract pursuant to Clauses SC 2.10.1 or 2.10.2, the Authority shall make the following payments to the Consultant: (a) payment pursuant to Clause 36 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 2.10.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

If the Contract is terminated on default of the consultant as defined in clause (i) to (iii) and (vi) of clause 2.10.1, then Authority may encash the performance security and/or recover any charges from the Consultant as may be deemed fit by the Authority

### **3. OBLIGATIONS OF THE CONSULTANT**

#### 3.1. General

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.

#### 3.2. 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.

### 3.3. 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.

### 3.4. 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.

### 3.5. 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.

### 3.6. Consultant's Actions

The Consultant 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 consultant

### 3.7. 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.

### 3.8. Documents Prepared by the Consultant to be the Property of the Authority

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.

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.

### 3.9. 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

- i. 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.
- ii. If the Authority 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 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.
- iii. 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**

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 or conciliation, the dispute may be referred to Arbitration. CEO of Noida Authority shall appoint the Arbitrator. In case dispute is not resolved through arbitration, the dispute can then be brought to the jurisdiction of District Courts Gautam Budh Nagar or Allahabad High Court 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 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 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 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 six months 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 RECESSON OF AGREEMENT**

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

- 13.1. If the Consultant 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 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 :
- 13.4. To determine or rescind the agreement
- 13.5. 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.
- 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.

**End of Document**