

**TENDER**

**FOR**

**PROVIDING ARCHITECTURAL  
CONSULTANCY SERVICES  
FOR CONSTRUCTION OF 2ND & 3 RD  
FLOOR OF EXISTING PHASE II BUILDING  
OF NSIC SOFTWARE TECHNOLOGY PARK  
AT GUINDY, CHENNAI..**



**THE NATIONAL SMALL INDUSTRIES CORPORATION LTD.**

**( A Govt. of India Enterprise)**

**SOFTWARE TECHNOLOGY PARK  
B 24,GUNIDY INDUSTRIAL ESTATE,  
EKKADUTHANGAL,CHENNAI 600 032**

**Ph: 044-22250445 Fax: 22250343.**

**EMAIL: [stpchennai@nsic.co.in](mailto:stpchennai@nsic.co.in)**

**Website: <http://www.nsic.co.in>**

Sub: Tender for providing Architectural consultancy services for Construction of 2<sup>nd</sup> & 3<sup>rd</sup> floors of existing Phase-II building of NSIC Software Technology Park at Guindy, Chennai.

Sirs,

This has reference to your application dated ..... for issue of the blank tender documents for providing consultancy services for the construction of 2<sup>nd</sup> & 3<sup>rd</sup> floor of existing Phase-II building of NSIC Software Technology Park at Guindy, Chennai in response to our tender notice published in The Hindu dated 29/04/2011.

We are pleased to forward you the tender documents containing the terms and conditions/scope of work in respect of subject work. You are requested to go through the same and submit your offers for consultancy fee strictly as per the terms and conditions and in the manner prescribed therein.

The tenders are being invited in two bid systems. Envelope marked Part-I shall contain the documents for technical qualification as per clause (3) of “Instructions to bidders”. Tenderers should have in-house design facilities, adequate number of computers with printers/plotters and other office equipment etc. necessary for carrying out the work efficiently and successfully. The tender document duly signed and stamped as a token of acceptance of Terms and conditions should also be returned in envelope marked part-I. Envelope marked Part-II shall consist of only the price bid in the approved Performa enclosed with the tender documents.

The sealed tenders will be received in the office of The Chief Manager (STP), NSIC Software Technology Park, B-24, Guindy Industrial Estate, Chennai- 600 032 upto 15.00 Hrs. on 16/05/2011. Please note that the tenders received after the due time and date shall not be accepted under any circumstances. NSIC reserve the right to cancel any or all the tenders without assigning any reasons whatsoever or not to accept the lowest tenders. The Corporation's decision in this regard shall be final and binding on the tenderers.

Encl: As above

Yours faithfully,

Chief Manager (STP)  
NSIC- STP, Chennai

**TENDER NOTICE FOR PROVIDING ARCHITECTURAL CONSULTANCY SERVICES FOR CONSTRUCTION OF 2ND & 3 RD FLOOR OF EXISTING REAR SIDE BUILDING (PHASE II) OF NSIC SOFTWARE TECHNOLOGY PARK AT GUINDY, CHENNAI**

Ref: NSIC/STP(C)/CIVIL/PH-II EXTN/2011-12

Date: 29/04/11

Sealed tender is hereby invited on behalf of NSIC Ltd. from the experienced Architects/ Consultants for carrying out the work as mentioned below:

S. No.	Name of the work	Estimated cost Rs. (Lacs)	EMD (Rs)	Completion Time	Issue of Blank Tender Document	Last Date of Submission Tender
1.	Architectural consultancy services for Construction of 2nd & 3 rd floor of existing Phase II building of NSIC Software Technology Park at Guindy, Chennai	280 lacs (Approx.)	25000/-	15 Months	29/04/11 to 13/05/11	16/05/11. upto 3.00 PM.

2. Blank tender documents (non-transferable) for above work shall be issued from 29/04/11 to 13/05/11 on working days from the address given below on payment of required tender fee of Rs. 1040/- (Rupees One Thousand fourty Only) (non-refundable) in form of DD/pay order/bankers cheque in favour of "The National Small Industries Corporation Ltd-STP", payable at Chennai . The intending tenderers may also down load the complete tender documents available on the web site [www.nsic.co.in](http://www.nsic.co.in) and submit the same along with tender fee and requisite earnest money deposit by the due date.
  - i) Valid Registration with Council of Architecture. Copy of the Registration Certificate valid as on date should be enclosed
4. The intending tenderers should have satisfactorily completed at least one work of similar nature of the value of Rs. 16 crore, during the last five years.
5. Tender documents can be purchased from the office of the Chief Manager (STP)NSIC-Software Technology Park, B 24, Guindy Industrial Estate, Chennai- 600 032 on all working days from 29/04/11 upto 13/05/11 between 10.00 am to 5.00 pm except on holidays and Sundays, after payment of requisite tender cost as mentioned above.
6. The tender documents duly completed along with EMD in form of demand draft/pay order in favour of the "National Small Industries Corporation Ltd-STP" payable at Chennai from any Nationalized Bank will be submitted at the office of the Chief Manager (STP)NSIC-Software Technology Park, B 24, Guindy Industrial Estate, Chennai- 600 032 upto 3.00 P M on 16/05/11 and technical bid of the parties shall be opened on the same day (i.e last date of submission) at 3.30 PM. The tender without EMD shall be summarily rejected.

7. NSIC reserves the right to reject any or all tenders without assigning any reason thereof and also not bound to accept lowest tender. Tenders in whom any of the prescribed conditions are not fulfilled or found incomplete in any respect are liable to be rejected.
8. Canvassing whether directly or indirectly in connection with tender is strictly prohibited and the tender submitted by the contractors who resort canvassing will be liable to be rejected.
9. The technical bid submitted by the parties shall be opened on the same day i.e last date of submission at 3.30 pm in the presence of tenderers. The price bids of technically qualified parties shall be opened at a later date and the technically qualified parties shall be informed well in advance about the opening of their price bid.

**Chief Manager (STP)  
NSIC- STP, Chennai.**

**THE NATIONAL SMALL INDUSTRIES CORPORATION LTD.**  
**(A GOVERNMENT OF INDIA ENTERPRISES)**

NSIC –STP, Chennai

Ref: NSIC/STP(C)/CIVIL/PH-II EXTN/2011-12

Date: 29/04/11

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**INSTRUCTIONS TO BIDDERS**

**1.0 GENERAL**

- (i) Name of the work is “Construction of 2<sup>nd</sup> & 3<sup>rd</sup> floor of existing Phase II building of NSIC Software Technology Park at Guindy, Chennai. Estimated value of the work is 280 lacs (approx.).
- (ii) Tenderers are advised to inspect and examine the site and its surrounding and satisfy themselves before submitting the tenders and obtain all necessary information which they feel is necessary to submit their tender.
- (iii) The bidders are advised to quote their consultancy fee for executing the job in the format enclosed as Annexure-III.

**2.0 SUBMISSION OF TENDER**

Tenders shall be submitted in two parts in the following manners: -

i) **“Part-I- Technical Bid”**

The envelope shall be marked Part-I- Technical Bid and shall contain the information/ documents as per clause No. 3 below.

ii) **“Part-II- Price Bid”**

The envelope shall be marked Part-II- i.e. Price Bid will contain consultancy fee for executing the job in the format enclosed. No condition i.e. deviations / assumptions / stipulations / clarifications / comments / any other request whatsoever should be imposed. The conditional offers will be rejected.

**3.0 QUALIFYING CRITERIA**

Tenderers having following valid documents will be technically qualified and considered for opening of their price bid. Technically qualified parties have no right to claim for award of the work. The Corporation reserves the right to cancel or award the work to any party/tenderers.

- i) EMD in form of demand draft/pay order in favour of the “National Small Industries Corporation Ltd-STP” payable at Chennai from any Nationalized

Bank will be submitted alongwith technical bid . The tender without EMD shall be summarily rejected.

- ii) Registration with Council of Architecture. Copy of the Registration Certificate valid as on date should be enclosed.
- iii) Should have an establishment of at least five years and the principal partners/ owner should have professional qualification and experience of 10 years in the field of Architecture/Planning. etc. Details should be furnished in the following format:-
  - a) Name of the firm :
  - b) Year of establishment of the firm :
  - c) Bio data of principal partners and professional staff :
- iv) Should have minimum 2 full time Architects on the regular payroll and qualified and experienced structural and plumbing engineers etc. and should enclose relevant documents.
- v) Should have successfully designed and completed minimum one work of value Rs. 16.00 crore during the last five years of similar nature (office/ commercial buildings). **Details of the works should be furnished in the following format supported by copies of letter of award/completion certificates/ TDS in case certificate issued by the private institutions.**
  - a) Name of the client
  - b) Description of the Project.
  - c) Project Cost.
  - e) Date of commencement
  - f) Date of completion.

#### **4.0 Other conditions to be fulfilled by the Tenderers**

The tenderers are also essentially required to fulfill the following conditions/ submit relevant documents alongwith their offers:

- i) Detail of works under execution along with copies of relevant documents.
- ii) Should enclose the Partnership deed in case of partnership firms and Article of Association in case of limited company.
- iii) Should enclose the Power of Attorney in favour of person who has signed the tender documents. In case of company, the authority to sign the tender document is to be given under Board resolution.



- iv) Should also have adequate in house facilities for structural designing and other related services like plumbing, sanitary, electrical /air conditioning, landscaping etc. or should have experienced associates on their panel.
- v) Any other important information which the firm may like to submit in support of their technical competence.

**IN THE ABSENCE OF SUPPORTING DOCUMENTS, THE OFFERS SHALL BE REJECTED.**

- 5.** The price bids of the bidders who do not meet the qualifying requirements in the technical bid will not be opened.

**6. VALIDITY OF OFFER**

Tender submitted by tenderers shall remain valid for acceptance for a minimum period of 120 days from the date of opening of the tenders. The tenderers shall not be entitled during the said period of 120 days, to revoke or cancel their Tender or to vary the Tender given or any term thereof, without the consent in writing of the Owner. In case of tenderers revoking or canceling their tenders or varying any terms in regard thereof without the consent of owner in writing, Corporation shall forfeit Earnest money paid by them along with their tender without giving any notice.

**7. Acceptance/ Rejection of Tender**

- i) Corporation does not bind itself to accept the lowest tender.
  - ii) The Corporation also reserves the right to accept or reject any or all tenders without assigning any reason whatsoever.
  - iii) Corporation also reserves the absolute right to reject any or all the tenders at any time solely based on the past unsatisfactory performance by the bidder(s) the opinion/decision of NSIC regarding the same shall be final and conclusive.
- 8.** It will be obligatory on the part of the tenderer to sign the tender documents for all the components & parts. After the work is awarded he will have to enter into an agreement on proforma to be provided by the Corporation for work awarded, on a non-judicial stamp paper of requisite value at his own cost within ten days from date of receipt of acceptance order or before the work is undertaken.

**Chief Manager(STP)  
NSIC - STP ,Chennai.**

**CONDITIONS OF THE CONTRACT**

1. Where the context so requires, words imparting the singular only also include the plural and vice versa.
2. Owner/Corporation shall mean “The National Small Industries Corporation Ltd. (A Government of India Enterprise) “NSIC Bhawan”, Okhla Industrial Estate, New Delhi-110020 and shall include their legal representatives, successors and permitted assigns.

**3. DEFINITIONS**

- i. The “Contract” means and includes the documents forming the tender and “acceptance thereof together with the documents referred to therein and instructions issued from time to time by the “Engineer in-charge”. The formal agreement executed between the Corporation and the Architects and all these documents taken together shall be complementary to one another.
- ii. The “Site” shall mean the land and/or other places on into or through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.
- iii. The “Architects” shall mean the individual or firm of company, whether corporate or not, and shall include the legal personal representative of such individual of the persons composing such firm of company and the permitted assignee of such individual of firm of company.
- iv. The “Competent Authority” means the Chairman-cum-Managing Director of the Corporation and his successors.
- v. The Engineer-in-charge means the Technical Officer of the Corporation, as the case may be who shall superwise as the Incharge of the Works.
- vi. The General Manager (Works) means the officer who holds the charge of the post in the Corporation during the currency of the agreement, to act on behalf of the Chairman and Managing Director of the NSIC Ltd.
- vii. “I.S. Specification” means the Specifications of latest edition with amendments, if any, upto time of receipt of tender by Corporation issued by the Bureau of Indian Standards as referred to in the specifications and/or work orders.

viii. A “Week” means seven days without regard to the number of hours worked or not worked in any day in a week.

**4. SCOPE OF WORK**

**The Architects shall render the following services:**

**I. Preliminary Stage**

**A. Preparation of Drawings:**

- a) Prepare Architectural drawings of proposed work including all internal and external utility services like water supply, sewerage, storm water drainage, electrical, fire-fighting, telephone conduit, based on the available features of existing Ground and first floor of Phase-II. However, the Corporation reserves the right to exclude any of the above services from the scope of the Architects work.
- b) Prepare Electrical drawings of proposed work based on the existing electrical setup (i.e. existing transformer and DG set, etc) .Suggest the location of the new additional 500 KVA DG set and prepare electrical drawing based on the existing features. The Architects should submit the above drawings to the Corporation and modify them if considered necessary by the Corporation.
- c) Obtain approval of the Corporation to (a & b) above.

Site inspections for finalization of above details shall be conducted by the Architects at their own cost.

**B. Obtaining statutory approvals:**

- a) To prepare & submit the required drawing & details for approval of the drawings, plans/ obtaining Clearances from the Competent Authority/Statutory Body, ie) CMDA, Chennai Municipal Corporation, Fire, and Electrical Departments (as applicable) according to the local Acts, Laws, Regulations etc. and make any changes desired by such authorities and obtain final approval and completion certificate from these authorities after completion of the building.
- b) Power enhancement- To prepare & submit the required drawing & details to Electricity board for approval and obtain the power enhancement from Electricity Board.
- c) Program of work assigned to them, up to the stage of tender documents.

## **II. Working Drawing Stage**

The preparation of detailed working drawings with details incorporating services & schedule of quantities and also incorporating details of the existing Ground & First floor of the existing building. This will include:-

- a) Preparation of working and detailed architectural and structural drawings of the proposed works after studying the various details of the existing building. The Internal, External water supply and sanitary drawings to be prepared after studying the existing Ground and first floor drawings and existing water supply and sanitary lines aswell. The electrical drawings and layouts of the proposed work & other allied installations to be prepared after studying already laid electrical & power lines in the existing building. Electrical work of the proposed area should be designed in such a way to suit to the existing electrical layout and related installations. Details of structural design for whole of the work or in part to facilitate call of tender in stages by the Corporation.
- b) Obtain the approval of the Corporation to above and modify them if considered necessary by the Corporation
- c) Obtain the approval of the Corporation to (a) & (b) above and to all computations of all structural designs and all services designs which shall be in accordance with the latest IS codes of practice. Such detailed computation of all designs shall be made available to the Corporation for any check, the Corporation may like to exercise, before sanction of detailed estimates and call of tenders. The Architects shall indicate the names of his Associates, for various services and structural designs, their organization, qualification and experience and get the same approved from the Corporation and shall be fully responsible for the correctness and accuracy of structural and services designs and the responsibility for safety of the structure shall be entirely that of the Architects notwithstanding the approval of the Corporation of these designs. The Architects and their Associates, if any, shall certify in writing that the designs are in accordance with the up-to-date and relevant codes of practice.
- d) Obtain approval of local authorities, if any, and make changes required by them.
- e) Direct and co-ordinate the Architectural, Engineering and surveying work and prepare (with help of surveyors and other associates, as necessary) complete working details, schedules, specifications and bill of quantities to describe the whole project adequately for the purposes of taking the approval of the Corporation as well as the approval of local authorities.

- f) Prepare specifications, detailed cost estimate and such other details along with detailed calculation of all items of work for all work detailed in clause I {A (a & b)} & I {B (a & b)} and other works (as deemed fit for completion of the project)etc as may be necessary for the purpose of inviting Tenders, scrutinizing and advising on the Tenders for selection of suitable Contractor and render all professional services up to the time of handing over the possession of the projects.

### **III Construction Stage**

- a) Supply to the Corporation two copies of the detailed working drawings, specifications, etc. free of charge for use during execution of work.
- b) Supply to the Corporation such further drawings, specifications or details which may be required for proper execution of the work.
- c) Obtain Corporation's approval for any material, deviation in design, cost, working drawings, schedule and specifications from the approved scheme.
- d) Visit the site of work and provide periodic supervision as and when necessary to clarify any decision or interpretation of the drawings and specifications that may be necessary and attend conferences and meetings, as and when required.
- e) Checking of contractor bills from time to time

### **IV. Completion Stage**

- a) Obtain completion and occupation certificates, wherever necessary from the local bodies after completion of work and supply the same to the Corporation.
- b) Prepare completion drawings on suitable scale including scale plans, elevations and cross sections, etc. indicating the details of the buildings and services as completed, and supply 2 sets of completion drawings to the Corporation and also hand over the originals of the completion drawings to the Corporation.
- c) Assist the Corporation in arbitration/litigation case that may arise out of the contract entered into in respect of above work, regarding clarifications/interpretations, supply of drawings, designs, specifications as and when required.

### **V. Payment of Remuneration:**

a) **The Consultancy fee:**

The Corporation agrees to pay to the Architects for the comprehensive professional services to be rendered by them as herein above described at Clauses (I,II,III & IV) as at Annexure-III.

A fee as mentioned at Annexure-III including entrusted services on admissible items (clause 6) subject to a ceiling of cost of the corresponding items as per sanctioned estimate as per clause II(f) or in the event of change in the scope of work leading to recasting of the said estimate the ceiling shall be based on such revised sanctioned cost of the modified proposal.

b) The above fee at V (a) is inclusive of fee payable by the Architects to any other Consultants/Associate(s) and nothing extra shall be payable by the Corporation for this purpose.

c) **Mode of Payment:**

- |      |  |     |
|------|--|-----|
| i)   | On finalization & submission of Architectural drawing based on Item I A (a, b & c )  | 5%  |
| ii)  | On submission of drawings for approval from statutory Bodies and obtaining planning permission from CMDA, Building permission from Chennai Corporation as per {Item I (B a & b)} | 10% |
| iii) | On submission of complete set of Civil, Electrical, Plumbing drawings and structural designs, working Drawings as described at {Item II( a to e )}                               | 20% |
| iv)  | On submission of BOQ & Tender document for Selection of contractors as per clause Item II ( f )}   | 5%  |
| v)   | Supervision of site and giving periodical instructions To the contractor and advice the client {Item III (a to d)}   | 25% |
| vi)  | Preparation of as built drawings and service drawings After completion of work as clause { Item IV(b) }  | 10% |

- vii) Obtaining completion certificates/ occupancy certificate  
from the Local Authorities as clause { Item IV( a)} 25%

**NOTE:**

The total fees shall be calculated on the basis of work as per accepted tendered cost of the items entrusted to the Architects excluding cost of items as per clause-VI below:-

**VI. The Cost of the following :**

- a) Land including its existing developed services.
- b) Plan approval and service connection deposited and fees payable to local and/or Statutory Body by the Corporation.
- c) Any other services, fittings and fixtures which are not designed, planned by the Architects.
- d) Any infructuous expenditure as a result of demolition etc. ordered by the Architects or the Corporation.
- e) Other contingent expenditure like press advertisement, publicity, cost of foundation stone, inauguration ceremonies of building etc.
- f) Escalation in the cost of work due to increase in rates of materials after award of work, if any.
- g) Any deviation in the items of work not authorized by the Corporation, prior to its execution.

**VII. Security Deposit**

An amount equivalent to 10% (ten percent) of the total amount payable to the Architects shall be deducted progressively from each bill towards the Security Deposit for fulfilling the terms of contract faithfully and honestly. The EMD of the successful tenderer shall be converted into Security deposit. The total amount of security deposit to be deducted shall be 10% of the total fee payable to the architect including the EMD amount. The Security deposit will be refunded after the completion of the project in all respect and submission of completion certificate from the local authority, if required.

**VIII. Additions & Alterations:**

- i) The Corporation shall have the right to request in writing for additions, alterations, modifications or deletions in the design and drawing of any

part of the work and to request in writing for additional work in connection therewith and the Architects shall comply with such requests.

- ii) That if the Corporation deviates substantially from the original scheme which involves for its proper execution extra services, expenses and extra labour on the part of the Architects for making changes and additions to the drawings, specifications or other documents due to rendering major part or whole of his work infructuous, the Architects may then be compensated for such extra services and expenses on quantum merit basis at percentage applicable under this agreement and to be determined mutually unless such changes, alterations are due to Architect's omissions and/or discrepancies, including changes under clause I (A) & (B), II (c) & (d) due to changes required by Architects of all internal, external services. The decision of the Corporation shall be final on whether the deviations and additions are substantial as requiring any compensation to be paid to the Architects. However, for the minor modification or alteration which does not affect the entire design, planning etc., no amount will be payable.
- iii) If it is found after call of tenders that the acceptable tender is not within the amount sanctioned, the Architects shall, if so desired by the Corporation, take steps to carry out necessary modifications in the design and specifications to see that the tendered cost does not exceed the amount of corresponding sanction by more than 5% (five percent). The Architects shall not be paid anything extra for such modification. If the Corporation is convinced that the trend of the market rates is such that the work cannot be done within the amount of sanctioned estimate, the Architects shall submit a revised estimate expeditiously for obtaining sanction of the Competent Authority.
- iv) The Architects shall not make any material deviation, alteration, addition to or omission from the work shown and described in the contracts documents except without first obtaining the written consent of the Employer.
- v) The cost of individual work shall not exceed the sanctioned estimates as approved by the Corporation. Corporation's approval in advance shall be taken for any such increase anticipated giving full justification.

## **IX. Time Schedule:**

### **Commencement of Work**

The commencement of work shall be considered from the date of signing of the agreement:



- |  |                     |
|--|---------------------|
| a) Preparation, finalization & submission of Architectural drawing as per clause I A (a, b & c )   | 2 weeks             |
| b) Submission of drawings for approval from statutory Bodies and obtaining permission from CMDA, Building permission from Chennai Corporation clause I B (a & b) | 1 month             |
| c) Submission of complete set of Civil, Electrical, Plumbing drawings and structural designs, working Drawings based on existing drawings as per clause II       | 2Weeks              |
| d) Preparation of bill of quantities alongwith details of calculation for all items of works and draft tender document for call of tenders as per clause II(f)   | 1 month             |
| f) Anticipated period of construction to cover the services mentioned in clause III (a,, b, c, d & e)  | 12 months           |
| g) Completion of services as mentioned in clause IV (a & b)  | As per Requirement  |
| h) Assistance in Arbitration as mentioned in clause IV ( c )   | When ever required. |

**X.** The time allowed for carrying out the work, as specified in clause IX, shall be strictly observed by the Architects and shall be deemed to be the essence of the contract on the part of the Architect. The work shall throughout the stipulated period of the contract, be processed with all diligence and in the event of failure of the Architects to complete the work within time schedule as specified above or subsequently notified to them, the Architects shall be liable to pay the Corporation compensation (not amounting to penalty) at the rate not exceeding 1% (one percent only) to the total fee of the architect as per the contract per week of delay subject to maximum of 10% (Ten percent) of the total fee or such smaller amount as may be fixed by the Corporation.

**XI. Termination**

The Corporation without any prejudice to its right against the Architects in respect of any delay or otherwise or to any claims or damages in respect of any breaches of the contracts and without prejudice to any rights or remedies under any of the provisions of this contract, may terminate the contract by giving one month's notice in writing to the Architects and in the event of such termination, the Architect shall be liable to refund the excess payment, if any, made to him over and above what is due in terms of this agreement on the date of

termination and the Corporation may make full use of all or any of the drawings prepared by the Architects.

Termination of the Contract by the Architects shall be subject to levy of a suitable compensation by the Corporation, quantum of which shall be decided by the Competent Authority upto a maximum of the security deposit.

## **XII. ARBITRATION**

Any dispute of any kind whatsoever at any time(s) arising out of or in connection with or touching upon or incidental to this Agreement (including any dispute or difference regarding the interpretation or termination of this Agreement or any part or portion thereof) shall be referred to the Chairman-cum-Managing Director of the Corporation who may, nominate any of the officers of the Corporation to act as a Sole Arbitrator. The Architect will not be entitled to raise any objection to any such arbitrator on the ground that the arbitrator is an officer of Corporation Ltd. or that he has to deal with the matters to which this contract relates or that in the course of his duties as an officer of the Corporation he had expressed views on all or any of the matters in dispute or difference. In the event of the arbitrator to whom the matter is originally referred being transferred or vacating his offices or being unable to act for any reasons, the Chairman-cum-Managing Director shall designate another person to act as arbitrator in accordance with the terms of the agreement. Such person shall be entitled to proceed with the reference from the point at which it was left by his predecessor. It is also a term of this contract/agreement that no person other than the Chairman-cum-Managing Director of the Corporation or a person nominated by him as aforesaid shall act as arbitrator hereunder. & the award of the arbitrator so appointed shall be final, conclusive and binding on all parties to the agreement, subject to the provisions of the Arbitration and Conciliation Act 1996 or any statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitrator proceedings under this clause.

The venue of the Arbitration shall be New Delhi and the Courts at New Delhi shall have exclusive jurisdiction.

The Architects shall continue to perform their duties with diligence notwithstanding the fact that a dispute has been referred to arbitration or any dispute or difference has arisen.

It is also the term of the agreement that if the Architects do not make demand for arbitration in respect of any item in writing within 90 days of receiving intimation from the Corporation that the final bill is ready for payment, the claim of the Architects will be deemed to have been waived and absolutely barred and the Corporation shall be discharged and released of all liabilities under the agreement in respect of this claims.

### **XIII. Number of Drawings sets, etc. and Copy Right**

All the estimates, details of quantities, detailed designs, reports and any other details envisaged under this Agreement, including drawing-architectural, structural, electrical, air-conditioning or other services (Internal & External) would be supplied by the Architects as indicated above, but not less than four sets of prints and one reproducible copy in A-1 size. All these drawings will become the property of the Corporation and it will have the right to use the same anywhere else. In that event, the Corporation will pay a royalty to the Architects on mutually acceptable basis. The drawing cannot be issued to any other person, firm or authority or used by the Architects for any other project. No copies of any drawing or document shall be issued to any one except the Corporation and his authorized representative.

### **XIV. Guarantee:-**

The Architects shall agree to re-design at their cost any portion of their engineering and design work, which due to their failure to use a reasonable degree of design skill, shall become defective within one year from the date of start of regular use of the portion of the work affected. The Corporation shall grant right of access to the Architects to these portions of the work claimed to be defectives for inspection.

The Corporation may make good the loss by recovery from the dues of the Consultants in case of failure to comply with the above clause.

### **XV. Determination or Recession of Agreement**

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

- i) If the Architects being a Company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of the creditor shall be appointed or if circumstances shall arise which entitle the court or creditor to appoint a receiver or a manager which entitles the court to make up a winding order.
- ii) If the Architects commit breach of any of the terms of agreement.

When the Architects have made themselves liable for action under any of the clauses aforesaid, the Corporation shall have powers:

- a) to determine or rescind the agreement;

- b) to engages another Architect(s) to carry out the balance work debiting the Architect(s) the excess amount, if any, so spent.

## **XVI. General**

The Corporation may appoint Executing Agency for execution of the work. The Corporation/ Executing agency may issue instructions, if deemed necessary, to the architect in respect of the work, and the architect shall comply with the instructions and extend full cooperation/ coordination with the Corporation/ Executing agency in the interest of successful completion of the work.

The scrutiny of the drawing and designs by the Corporation's own supervisory staff, if any, does not absolve the Architects of their responsibility under the agreement. The Architect shall remain solely responsible for structural soundness of the designs and for all provisions of the contract so as to satisfy the particular requirement of the Architectural specifications.

**XVII.** The Architects shall supply to the Corporation copies of all documents, instructions issued to Contractors, if any, relating to the work, drawing, specifications, bill of quantities and also other documents as may be required.

**XVIII.** The Architects hereby agree that the comprehensive consultancy fee to be paid as provided herein (clause V) will be in full discharge or functions to be performed by him and no claim whatsoever shall be against the Corporation in respect of any proprietary rights or copy rights on the part of any other party relating to the plans, models and drawings.

In case any discrepancy is found later on in architectural work due to which execution of the project work on the basis of architectural work is not possible the final payment shall be withheld

The Architects shall indemnify and keep indemnified the Corporation against any such claims and against all costs and expenses paid by the Corporation in defending himself against such claims.

**XIX.** The Consultancy fee shall not be subject to any escalation on any account whatsoever even for the extended period granted by the Corporation to the Contractor.

The Architects shall, however, be compensated actual expenses incurred during the extended period of contract, if construction period runs beyond twelve months of the completion period as per the construction contract.

**XX.** All statutory deductions like Income Tax/Service Tax etc. shall be deducted from the consultancy fee as per prevailing rules.

**XXI.** The time allowed for consultancy services to the Architects shall be correspondingly extended due to delays on any account in completing the works. The Architects shall be expected to continue, to render their services till the completion of the works inspite of the delays caused. However, they shall not be entitled for any extra remuneration, etc. other than the agreed fees. All\*\* losses and damages to the Corporation including the determined claims or the contractors due to fault or delay caused by the Architects or their staff shall be compensated by the Architects. The damages shall be subject to confirmation by the Chairman-cum-Managing Director of the Corporation.

**XXII.** The Corporation reserves the right to postpone or not to execute any work and the Architects shall not be entitled to any claim for non execution of the work. In the event of suspension of work by the Corporation for any reasons and if the Corporation does not decide about the resumption of work within six months from the date of suspension, the remuneration for the quantum of services rendered by the Architects upto the date of suspension shall be paid by the Corporation in accordance with the schedule of payment as per clause V. If the services upto a certain stage had not been fully rendered by the Architect the remuneration shall be released proportionate to the services rendered upto that stage. On resumption of work the remuneration thus paid shall be adjusted against full remuneration allotted for that stage subject to completion of services pertaining to that stage.

For and on behalf of  
M/s

For and on behalf of NSIC Ltd.

Ar.

Authorised Signatory

**“Part-II- Price Bid”**

**( The envelop shall be marked Part-II- i.e. Price Bid will contain consultancy fee for executing the job in the format enclosed).**

**Name of the tenderer:**

**Address :**

**I/we hereby agree to render consultancy services for the project as defined in the tender documents and also agree to abide by all the terms and conditions put forth in the said tender documents enclosed and my/our fee for the above all services will be ----- % (-----percent of the accepted tender cost. The above fee shall remain firm till the completion of the project in all respect.**

**Authorized signatory along with the seal**