

Varanasi Nagar Nigam

RequestforProposal (RFP)

**Empanelment of Architects, Urban Designers & Landscape
Architecture Firm for upcoming projects in Varanasi**

Location:Varanasi,UttarPradesh

Month:June

Issuedby:

**Exicutive Engineer
Varanasi Nagar Nigam
Sigra Varanasi**

Disclaimer

This Request for Proposal (RFP) document for “Empanelment of Architects, Urban Designers & Landscape Architecture Firm for upcoming projects in Varanasi” contains brief information about the scope of work and selection process for the Successful Applicant (or “Applicant”). The purpose of the RFP document is to provide the Applicants with information to assist the formulation of their proposal (“the Proposal”).

While all efforts have been made to ensure the accuracy of information contained in this Document, this Document does not purport to contain all the information required by the Applicant. The Applicant should conduct their own independent assessment, investigations and analysis and should check the reliability, accuracy and completeness of the information at their end and obtain independent advice from relevant sources as required before submission of their proposals.

Varanasi Nagar Nigam (VNN), its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulation, principles of restriction or unjust enrichment to or otherwise for any loss, damages, cost or expense which may arise from, to be incurred or suffered on account of any thing contained in this document or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the TO Randany assessment, assumption, statement or information contained there in or deemed to be or part of this RFP or arising in any way in this selection process.

VNN reserves the right to accept or reject any or all applications without giving any reasons there of. VNN will not be liable for any claim for costs and expenses in relation to the preparation of the entries to be submitted in accordance with the conditions listed in this RFP.

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Section1:GeneralInformation

1.1Background

referred to as “VNN” or “the Authority”) is an SPV responsible for undertaking development projects in the city of Varanasi. VNN invites to empanel Architects, Urban Designers & Landscape Architecture Firm for render ingarchitectural services for projects in Varanasi.VNN will empanel Architects/Urban Designers/Landscape Architects/Urban Planners based on evaluation criteria mentioned in the RFP document.

The successful applicants shall provide the services as mentioned in the Terms of Reference (Section–II)

1.2.Salient Information

Key stages in the empanelment process for the Project areas below:

Table1

Key Dates	
RFPuploaddate Documents	18/06/2024, 04: 00Hrs
Time-periodofcontract	Three(03)yearsfromdateof empanelment
Empanelment Fee(non-refundable)	INR 5,000/- (Rs. five thousand only)(Non Refundable) + GST i.e.INR5,900/-(Five ThousandNineHundredOnly) Account Details: (Title Name- NAGAR NIGAM VARANASI-TENDER COST, Account No.- 159201001032, Account Type-Saving Account, IFSC Code- ICIC0001592, Branch Address- INadesar, Varanasi)

<p>Name of the Authority's official for addressing queries/ clarifications and submissions*</p>	<p>Executive Engineer, Varanasi Nagar Nigam</p> <p>Contact: 6390080404 Address : Varanasi Nagar Nigam E-mail: cevns02@gmail.com Website:</p>
<p>Start date of submission</p>	<p>18/06/2024, 16:00Hrs</p>
<p>End date of submission (Proposal Due Date)</p>	<p>25/06/2024, 16:00Hrs (Online)</p> <p>25/06/2024, 16:00Hrs (Offline in Hard Copy)</p> <p>Submission Guidelines:</p> <p>Submission of proposals MUST be done on ETenderUP at https://etender.up.nic.in "Empanelment of Architects, Urban Designers & Landscape Architecture Firm for the upcoming projects in Varanasi".</p> <p>The files (Technical Proposal and Payment receipts should be merged into a single PDF ONLY with size strictly limiting to 25 MB) for each proposal.</p> <p>This PDF file MUST have clear Table of Contents with page numbers mentioned for each document.</p> <p>This Empanelment is done for the Period of 03 Years, and to be extended upon the performance of the Architecture firm subjected to the approval of E.E., Varanasi Nagar Nigam, Varanasi</p> <p>Note: Only those who have applied online, their bid will be accepted as Hard Copy, Online E-bid submission letter also to be submitted.</p>

Pre-proposalConference	Any query will be submitted till 25.06.2024 by 02:00 PM to Email id: cevns02@gmail.com
OpeningofProposals	25-06-2024, 16:30 Hrs

The Applicants can contact the following for any clarifications on the RFP Document:

Executive Engineer,

Varanasi Nagar Nigam, Varanasi

Contact:+ 6390080404

E-mail: cevns02@gmail.com

Website:

Note: Any Empanelment done previously by E.E., VNN, Varanasi will be null and void and fresh empanelment will need to be applied for by the Firm.

Section2:TermsofReference

2.1 Empanelment Categories

The Architects shall be empanelled under three broadcategories as mentioned below:

A. ComprehensiveArchitects, Urban Designers &Landscape Architecture Firm

Sub-categoriesasperProjectCost:

- I. Up to5Crores
- II. Above5 Croresandupto 20Crores
- III. Above20 Crores

Note: Consultant may apply for empanelment depending upon then ature of work done by Consultantas mentioned in FormIV:TechnicalCapacity

2.2 Scope ofWork

2.2.1 ComprehensiveArchitects, Urban Designers & Landscape Architecture Firm

TheConsultantisrequiredtoprovideservicesinrespectoffollowing:

PartI–ARCHITECTURE:

- TakingAuthority'sinstructionsandpreparationofdesignbrief.
- Site evaluation, analysis and impact of existing and / or proposed development on its immediateenvirons.
- Designandsitedevelopment.
- Structuraldesign.
- Sanitary,plumbing,drainage,watersupplyandseweragedesign.
- Electrical,electronic,communicationsystemsanddesign.
- Heating,ventilationandairconditioningdesign(HVAC)andothermechanicalsystems.
- Elevators,escalators,etc.
- Firedetection,FireprotectionandSecuritysystemsetc.
- PeriodicinspectionandevaluationofConstructionworks.

PartII-ALLIEDFIELDS:

- LandscapeArchitecture
- InteriorArchitecture
- ArchitecturalConservation

- RetrofittingofBuildings
- GraphicDesignand Signage

PartIII-SITEDEVELOPMENT

Comprehensive Architectural Services beyond Part I with regard to external EngineeringServicesandrelatedbuildings/structures;Roads,pathways,culverts&bridges;boundarywalls, gates.

PARTIV-LANDSCAPEARCHITECTURE

TheConsultantisrequiredtoprovideservicesinrespectoffollowing:

- Siteappraisalandsuitability
- Siteplanning
- Landformandgrading
- Surfacedrainagedesignandwater management.
- Irrigationdesign
- Open spacedesign-hard and softareas
- Plantingdesign
- Landscapestructuresandfeatures
- GardenFurnituredesign
- Illuminationdesign
- Graphicdesignand signage
- Co-ordinationofexternalservices
- Periodicinspectionandevaluationofworksatsite

PARTV-URBAN DESIGN

- TakingAuthority'sinstructionsandpreparationofdesignbrief.
- Siteevaluation,analysisofarchitecturalcharacter,socialissuesandheritage.
- Feasibilitystudy.
- Preliminary proposal for development/ re-development and their impact on immediateenvirons.
- VolumetricstudyandUrbanformrecommendationsincludingpedestrian/vehicularmovement andparking.
- Architecturalcontrols/guidelines.
- Conceptualdesignof:
 - Sitedevelopment,servicesandtheirinterconnectivity.
 - LandscapeArchitecture.
 - ArchitecturalConservation.
 - GraphicDesignand Signage.

SCHEDULE OF SERVICES

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

STAGES	DETAILS OF SERVICES
CONCEPT DESIGN [STAGE 1]	<ul style="list-style-type: none"> • Carry out site analysis and furnish site appraisal report with regard to the potential of the site vis-à-vis activities. • Prepare drawings and documents to enable the 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]	<ul style="list-style-type: none"> • Modify the conceptual design incorporating required changes and prepare the preliminary drawings, sketches, etc. for the Authority's approval along with preliminary estimate of cost on area basis.
DRAWINGS FOR AUTHORITY'S/ STATUTORY APPROVALS [STAGE 3]	<ul style="list-style-type: none"> • Prepare drawings necessary for Authority's/ statutory approvals and ensure compliance with codes, standards and legislation, as applicable and assist the Authority in obtaining the statutory approvals thereof, if required. •
WORKING DRAWINGS [STAGE 4]	<ul style="list-style-type: none"> • Prepare working drawings, specifications and schedule of quantities sufficient to prepare estimate of cost and ensure construction of project

<p>CONSTRUCTIONS TAGE ACTIVITIES [STAGE 5]</p>	<p>Construction & Commissioning</p> <ul style="list-style-type: none"> Agency shall help the Authority in executing and commissioning the work and for getting the project facility constructed as per approved designs. <p>Construction Supervision</p> <ul style="list-style-type: none"> 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.
<p>COMPLETION [STAGE 6]</p>	<ul style="list-style-type: none"> Prepare and submit completion reports and drawings for the project as required and assist the Authority in obtaining "Completion / Occupancy Certificate" from statutory authorities, wherever required. Issue two sets of as built drawings including services, structures and plantation.

2.3 Financial terms

2.3.1 Fee for the Project

The fee for empaneled consultants which would be appointed to undertake work for VNN shall be a percentage of actual project cost (including GST). The percentage fee shall be decided based on technical & financial proposals submitted by empaneled consultants for each work as per requirements of VNN.

Additional terms & conditions are as follows:

- This fee shall include all charges i.e. all taxes, duties, levies, out of pocket expenses, procurement cost, professional fee, vetting charges etc. GST shall be paid extra as per actuals.
- 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 shall be the cost of the park 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.

2.3.1 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, geotechnical 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, labor etc. after award of work

2.4 Payment Terms

2.4.1 The payment milestone for each of the services in the scope of work for **Category A i.e. Comprehensive Architectural Services** will be in the following stages consistent with the work done plus reimbursable expenses as mutually agreed upon.

Key Activities/Milestones	Payment%
Stage 1 On submitting conceptual designs and rough estimate of cost.	15% of total fee payable.
Stage 2 On submitting the required scheme for the Authority's approval along with preliminary estimate of cost	20% of total fee payable less payment already made at Stage 1
Stage 3 a) On incorporating Authority's suggestions and submitting drawings for approval from the Authority/statutory authorities, if required. Upon Authority's / statutory approval necessary for commencement of construction, wherever applicable	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.
Stage 4 Upon 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 3a
Stage 5 On inviting and receiving tenders.	55% of the total fees payable less payment already made at Stages 1 to 4.
Stage 6 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	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

<p>iii. On completion of 60% of the work</p> <p>iv. On completion of 80% of the work</p> <p>On Virtual Completion</p>	<p>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). 90% of the total fees payable less payment already made at Stages 1 to 6b(iv).</p>
<p>Stage 7 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>

Section3:InstructionstoApplicants

A. GeneralConditions

1. NumberofProposalsandrespondents

- NoApplicantoritsAssociateshallsubmitmorethanoneProposal,inresponsetothisTOR.
- The TOR Document is not transferable and Proposals shall be submitted only byApplicantstowhomtheTOR Documenthasbeenissued by VNN.

2. Proposalpreparationcost

- TheApplicantsshallbearallcostsassociatedwiththepreparationandsubmissionofthe proposal. VNN will not be responsible and liable for any costs, regardless of theconduct oroutcomeoftheproposal.
- AllpaperssubmittedwiththeProposalareneitherreturnablenorclaimable.

3. Righttoacceptandrejectanyorallthe Proposals

- Notwithstanding anything contained in this TOR Document, VNN reserves the rightto accept or reject any proposal and to annul the empanelment process and rejectalltheproposals,atanytimewithoutanyliabilityoranyobligationforsuchacceptan ce,rejection orannulment,without assigning anyreason.

- VNNreservestherighttorejectanyProposalif:

3..1.Atanytime,amaterialmisrepresentationismadeordiscovered,or

3..2.TheApplicantdoesnotrespondpromptlyanddiligentlytorequestsforsupplementalinfor mation requiredfortheevaluationoftheProposal

- Rejection of the Proposal by VNN as aforesaid would lead to the disqualification oftheApplicant.

4. AmendmentofTORDocument

- At any time prior to the Proposal Due Date, the Authority, for any reason, whetherat his own initiative or in response to a clarification requested by eligible Applicant,maymodifytheRFPDocumentbyissuanceofanaddendum.Theaddendumwil lbesentinwritingtoalleligibleApplicantstowhomtherevisedRFPDocumenthasbeensup plied.
- In order to provide the Applicants a reasonable time to examine the Addendum, orforanyotherreason,VNNmay,atitsowndiscretion,extendtheProposalDueDate.

5. Dataidentificationandcollection

- It is desirable that the Applicant submits its Proposal after verifying the availabilityofthedata,informationand/orany other matterconsideredrelevant.
- Itwouldbedeemedthatby submittingtheProposal,theApplicanthas:

- 5..1. Made a complete and careful examination and accepted the RFP Document in total;
 - 5..2. Received all relevant information requested from VNN and:
 - 5..3. Made a complete and careful examination of the various aspects of the scope of work including but not limited to:
 - 5..3.1. Existing data or any relevant information.
 - 5..3.2. All other matters that might affect the Applicant's performance under the terms of the RFP Document.
- VNN shall not be liable for any mistake or error on the part of the Applicant in respect of the above.

B. Preparation and Submission of Proposals

6. Language and currency

- The Proposal and all related correspondence and documents should be written in the English language. Supporting documents and printed literature furnished by the Applicant with the Proposal may be in any other language provided that they are accompanied by appropriate translations of the pertinent passages in English/Hindi language. Supporting materials, which are not translated into English/Hindi, may not be considered. For the purpose of interpretation and evaluation of the Proposal, English/Hindi language translations shall prevail.

7. Format and Signing of Proposals

- The Applicant needs to submit their technical proposals in prescribed format (Section V).
- The proposals shall be typed or printed and the Applicant shall initial each page. All the alterations, omissions, additions, or any other amendments made to the proposal shall be initialed by the person(s) signing the proposal.
- Applicants would provide all the information as per the RFP Document and in the specified formats. VNN reserves the right to reject any proposal that is not in the specified formats.
- In case the Applicant 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

The technical proposal shall be sealed in one single outer envelope clearly bearing the following identification: "Empanelment of Architects, Urban Designers & Landscape Architecture Firm for upcoming projects in Varanasi"

- The proposals shall be addressed to:
Executive Engineer
Varanasi Nagar Nigam, Varanasi

Uttar Pradesh 221010

- The envelope shall indicate the name, address and contact number of the Applicant.
- If the envelopes are not sealed and marked as instructed above, the Proposal may be deemed to be non-responsive and would be liable for rejection..

9. Proposal due date

- AUTHORITY, at its sole discretion, may extend the Proposal due date by issuing an Addendum.
- Proposals should be submitted at or before Proposal due date, to the address provided in Clause 8 in the manner and form as detailed in this RFP.
- AUTHORITY 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 Applicants.

10. Late Proposals

Any Proposals received by VSC after Proposal end dates shall not be accepted.

11. Modifications/Substitution/Withdrawal of Proposals

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

C. Proposal opening

12. Opening of Proposals

- VNN would open the Proposals at the date as mentioned in the date sheets for the purpose of evaluation.
- Proposals shall be opened in presence of interested Applicants who choose to be present at specified time and location.
- VNN would subsequently examine Proposals in accordance with the criteria set out in this Document.

13. Confidentiality

- Information relating to the examination, clarification, evaluation and recommendation of the Applicants shall not be disclosed to any person not officially concerned with the process.
- After opening of the Proposals, no information relating to the examination, clarification, e

valuation and comparison of Proposals and recommendations concerning the award of contract shall be disclosed to the Applicant or their representatives, if any. Any effort by an Applicant 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 Applicant.

14. Tests of Responsiveness

Prior to evaluation of proposals, VNN will determine whether each proposal is responsive to the requirements of the TOR Document. The Proposal shall be considered responsive if:

- Prior to evaluation of proposals, VNN will determine whether each proposal is responsive to the requirements of the TOR Document. The Proposal shall be considered responsive if:
- It is received/deemed to be received by the Proposal due date and time including any extension thereof.
- It is signed, sealed and marked as stipulated in Clause 8 & Clause 9.
- It contains all information required in this RFP Document.
- Information is provided as per the formats specified in the RFP Document.

VNN reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by VNN in respect of such Proposals.

15. Clarifications

Any queries or request for clarification concerning this document shall be submitted by email on cevn02@gmail.com with subject name as "queries-Empanelment of Architects, Urban Designers & Landscape Architecture Firm for the upcoming projects in Varanasi" signed by the authorized signatory on or before **22-June-2024 5.00PM.**

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 assist Applicants in the formulation of

his application or response to this Proposal document.

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

16. Proposal Evaluation

- To assist in the examination, evaluation, and comparison of Proposals, VNN may utilize the services of advisor(s).
- The proposals will be evaluated by the Committee to be appointed by the VNN.
- The Submissions of the Applicants would first be checked for responsiveness as set Proposals evaluated as per the Technical Criteria mentioned in clause 14 of this RFP Document.
- The envelopes containing the Technical Proposal of the Applicants who do not meet the Technical Criteria shall not be considered for further process.
- Proposals of the Applicants qualifying Technical Criteria shall be further evaluated for empanelment. The Applicants meeting minimum technical criteria shall be termed as **Technically Qualified Applicant**.
- Based upon the work experiences submitted by the Technically Qualified Applicants, Committee shall empanel the Architects under different categories. Applicant may be empanelled under one or more category based on the work experiences submitted in Form VI.
- The empanelments shall be valid for three (03) years from date of empanelment as specified in the empanelment list.
- VNN would further reserve the right of periodic review & revision of empanelment document as per future requirement of the Authority.

Section4:TechnicalandEvaluationCriteria

4.1 TechnicalCriteria

The Applicant's competence and capability is proposed to be established by the followingparameters.TheApplicantsshouldmeetallthecriteriagiveninthissectionaspervariou categoriesofEmpanelment.

4.1.1 Technical Criteria (Mandatory Documents to be submitted for all categories)

- i. The Applicant should have experience of working with government departments/authority/PSUs. Any Consultants who didn't work in any of the Government Department is not encouragedto participate in this empanelment.
- ii. The Applicant shall also furnish the following:
 - Type of Organization (Proprietary / Partnership / Private Limited / LLP) - Proof of the same along with all valid documents to be submitted.
 - Firm should be registered in India with minimum 05 years of existence for Sub Category Code - I & minimum 07 years of existence for Sub Category Code - II & III.
- iii. All Directors / Partners /Sole Proprietor should have valid registration with Council of Architecture, New Delhi. (Proof of the same to be provided). - Mandatory Conditions.
- iv. GST Registration & PAN Details
- v. Audited Balance sheet along with Profit and Loss Statement, Net-
- vi. worth of last 03 years (FY 2022-23,2021-22, 2020-21). Organization should not have Loss statement in any of financial year.
- vii. Applicant should not have any litigations pending / Blacklisting with any State Government Departments / Central Government / PSU's. Notarized Affidavit on Rs. 10 stamp paper should be provided.

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4.1.2 Technical&Financialexperienceoffirmstobeeligibleforsub-categories:

Table 1. Technical & Financial Experience of firms to be eligible for sub-categories.

Sub Category Code	Project Cost	Minimum Experience of Principal Architect/ Firm (Registered with COA)	Min. Average annual turnover from consultancy services during past 03 Financial Years	Eligible Projects (Within 05 Years from 31.03.2024)
I	Up to INR 5 crore	5 Years	INR 10 LAKHS	01 completed/ongoing project with project cost of minimum 05 Crore, or a cumulative of 02 Projects (01 Completed and 01 Approved DPR) of Minimum 08 Crores.
II	Above INR 5 crore and up to INR 20 Crore	7 Years	INR 15 LAKHS	01 completed/ongoing project with project cost of minimum 10 Crore, or a cumulative of 02 Projects (01 Completed and 01 Approved DPR) of Minimum 20 Crores.
III	Above INR 20 crore +	7 Years	INR 20 LAKHS	01 completed/ongoing project with project cost of minimum 15 Crore, or a cumulative of 02 Projects (01 Completed and 01 Approved DPR) of Minimum 30 Crores.

Note:

- Experience letter will be required for above.
- Experience Certificate of Government Sector is only legible, and to be issued not below the rank of Executive Engineer.

4.1.3 Staff Requirement from firms to be eligible for Sub- Categories:

Table2.Staff Requirements.

- Principal Architect to have CoA registration and same needs to submitted along with technical proposal.
- Principal Architect to have B.Arch minimum and post graduation in allied fields is preferable.
- Principal Architect to have minimum 7+ years of experience.

Sub Category Code	Project Cost	Urban Designer / Planner	Landscape Architect (In-house)	Architect (B.Arch. Min) other than Principal Architect (In-House)	Structural Engineer (M.Tech Structure) (In-House/ Consultant)	Civil Engineer (B.Tech) (In house)	Electrical Engineer (B.Tech-Elec) (In-house/ consultant)	Plumbing Expert (In-house/ Consultant)
I	Up to INR 5 crore	01 Nos. (Min 03 Years exp.)	01 Nos. (Min 03 Years exp.)	02 Nos. (Min. 03 Years exp.)	01 Nos. (Min. 07 Years exp.)	01 Nos. (Min. 03 Years exp.)	01 Nos. (Min. 05 Years exp.)	01 Nos. (Min. 05 Years exp.)
II	Above INR 5 crore and up to INR 20 Crore	01 Nos. (Min 03 Years exp.)	01 Nos. (Min 03 Years exp.)	02 Nos. (Min. 02 Years exp.) + 01 Nos. (Min. 03 Years exp.)	01 Nos. (Min. 10 Years exp.)	02 Nos. (Min. 03 Years exp.)	01 Nos. (Min. 05 Years exp.)	01 Nos. (Min. 05 Years exp.)
III	Above INR 20 crore +	01 Nos. (Min 05 Years exp.)	01 Nos. (Min 05 Years exp.)	02 Nos. (Min. 03 Years exp.) + 01 Nos. (Min. 05 Years exp.)	01 Nos. (Min. 10 Years exp.)	02 Nos. (Min. 05 Years exp.)	01 Nos. (Min. 08 Years exp.)	01 Nos. (Min. 08 Years exp.)

4.2 Selection process for Empaneled firms

- Consultant applied for tender should quote their consultancy fees rates in the price bid sheet uploaded on e-tender portal.
- Consultant should submit the rates in their category only where they applied. If applied in any other category the quoted rates will be null and void.
- Quoting the rates will not guarantee the award of work.
- This tender is only for Architectural Empanelment, not for allotting works. Quoting the lowest rates will not guarantee for allotment of works.
- The Agency quoting, the lowest bid category wise will be the L-1 Rates for that particular Category & all other Architectural firms will be awarded the works as per rate quoted by L-1 agency as decided by VNN.
- VNN, reserve the right for allotment of work to any of the consultant agreed on the L1 rates.
- A letter will be issued to all successful consultants empaneled stated the L1 rates, if agreed by them then the final Empanelment letter will be issued to them.

S No.	Estimated Cost of Project	Estimated Fees in %	% of Fees Offered by Consultant
1	Up to INR 05 Crore	1.50 %	
2	Above INR 05 Crore and Up to INR 20 Crore	1.35 %	
3	Above INR 20 Crore +	1.25 %	

Note:

- I. Quoting the rates will not guarantee the award of work, the same is considered as L1 rates which to be agreed or offered by all Consultants.
- II. GST will be paid extra over and above as per actual.
- III. Rates will be valid for 03 years of Empanelment.

Section5:Pro-formaforSubmission

Thispartofthedocumentprovidespro-formaforprovidingtheinformation.

AuthorizedsignatoryoftheApplicantsmustsigneachpageoftheProposaltobesubmittedtoVSC/VNN.

FormI:LetterofProposalSubmission

[Location,Date]

To Exicutive Engineer

Varanasi Nagar Nigam

Address: Sagra Varanasi

Subject: **Empanelment of Architects, Urban Designers& Landscape Architecture firm forupcomingprojects in Varanasi**

EmpanelmentCategory:

(Example:A.1forComprehensiveArchitectural ServicesSub-Category: ProjectCostUpto 5Crores)

(Note:Consultantmaymentionmorethanonecategories, if they are eligible for the same)

DearMa'am,

We, the undersigned, offer to provide the consulting assignment/job for Varanasi Nagar Nigam accordance with your RFP Document dated [Insert Date] and our Proposal. We arehereby submitting our Technical Proposal, in a sealed envelope. We confirm that we have readtheRFPDocumentintotalityand abide bythetermsandconditionsstatedinthedocument.

We hereby declare that all the information and statements made in this Proposal are true andacceptthatanymisinterpretationcontainedinitmayleadtoourdisqualification.OurProposalisbindinguponus.

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

Yourssincerely,

AuthorizedSignature[Infullandinitials]:Name

andTitle of Signatory:

NameandaddressofFirm:

FormII:GeneralInformation

EmpanelmentCategory:

(Note:Consultantmaymentionmorethanonecategories)

1. DetailsoftheApplicant

- NameofApplicant:
- LegalStatus:
- Address:

- TelNo.(withcode):

- Contactperson:
- NameandDesignation:
- Address,TelephoneNo.andEmailaddress:

2. TypeofFirm(Proprietorshipfirm/Partnershipfirm)(withsupportingdocuments):

3. Yearssinceincorporationwithdocumentaryevidence(orequivalentcertificate):

4. Yearssinceregistrationoffirmwithdocumentaryevidence(orequivalentcertificate):

5. Briefdescriptionofthefirm&organizationstructure:

WeagreewithallthetermsandconditionsofthisRFP document.

Authorized

signatoryName:

Date:

Nameofthe Applicantwithseal

Form III: Financial Information

Please provide with financial details about the Applicant along with necessary supporting documents in the following format:

Empanelment Category:

(Note: Consultant may mention more than one categories)

Year	Annual Turnover
2022-23	
2021-2022	
2020-21	
Average	

Note: A certificate from the Statutory Auditor should be provided as supporting document certifying the Financial Capability submitted by the Applicant.

On Behalf of (Name of the Applicant)

Signature of the Authorized Person Name:

Designation:

FormIV:TechnicalCapacity

Peaseprovidethedetailsoftechnicalcapacityinthefollowingformat:

EmpanelmentCategory:

(Note:PleasefillindividualFormIVforeachEmpanelmentcategory)

#	TechnicalCriteria	Response	EligibleStatus	ReferencePageNo.of supportingdocuments
1	TypeofFirm(Proprietorshipfirm/Partnershipfirm)	(Years)	(Eligible/Ineligible)	(Certificate ofincorporation)
2	Yearssinceregistration	(Years)	(Eligible/Ineligible)	(Certificate ofincorporation)
3	Experience of PrincipalArchitect/Urban Designer/Urban Planner/LandscapeArchitect	(Years)	(Eligible/Ineligible)	(Certificate fromCoA/applicablecompetent authority +Filled CV - Form VI) +Proofofeducational qualification
4	AverageAnnualTurnover	(inLakhs)	(Eligible/Ineligible)	(Certifiedcopies of Financial Statements tobeattachedasproofs.)
5	Experience ofEligibleProjectsNo.1	(Name ofProject +Project Cost)	(Eligible/Ineligible)	(Performance/Completion Certificatesfrom Client clearlystating the nature ofwork&services rendered)
5	Experience ofEligibleProjectsNo.2	(NameProject +Project Cost)	(Eligible/Ineligible)	(Performance/CompletionCertificates from Clientclearly statingthe nature of work &servicesrendered)
6	Experience of working withgovernmentdepartments /authority/PSUs	(Name ofproject &Client)	(Eligible/Ineligible)	(Performance/Completion Certificatesfrom Client clearlystating the nature ofwork&services rendered)

7	No pending litigations/ Blacklisting	-	(Eligible/Ineligible)	
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FormV:CurriculumVitae

(Key staff/Principal Architect/ Urban Designer/Urban Planner/Landscape Architect)(FillmultipleFormV asperrequirement)

1. Name:

[Insertfullname]:

2. DateofBirth:

3. Nationality:

4. Education:

[Indicate college/university and other specialized education of staff member, giving names ofInstitutions,degreesobtained,anddatesofobtainment]

5. MembershipofProfessionalAssociations:

6. OtherTraining:

7. CountriesofWorkExperience:

[Listcountrieswherestaffhasworkedinthelasttenyears]

8. Languages:[Foreachlanguageindicateproficiency:good,fair,orpoorinspeaking,reading,andwriting]

9. EmploymentRecord:

[Startingwithpresentposition,listinreverseordereveryemploymentheldbystaffmembersincegraduation,givingforeachemployment(seeformatherebelow):datesofemployment,nameofemployingorganization,positionsheld.]

From [Year To

Year]Authority:

Positionsheld:

10. DetailedTasksAssigned:

[ListalltaskstobeperformedunderthisAssignment/job]

11. WorkUndertakenthatBest IllustratesCapabilitytoHandletheTasksAssigned

[AmongtheAssignment/jobsinwhichthestaffhasbeeninvolved,indicatethefollowinginformation for those Assignment/jobs that best illustrate staff capability to handle the taskslistedunderpoint12.]

NameofAssignment/joborproject:

Year:

Location:

Employer:

Mainprojectfeatures:

Positionsheld:

Activitiesperformed:

12. Certification:

I,theundersigned,certifythattothebestofmyknowledgeandbelief,thisCVcorrectlydescribesmyself, myqualifications,andmyexperience.Iunderstandthatanywillfulmisstatementdescribed hereinmayleadto mydisqualificationor dismissal,ifengaged.

[Signature of staff

member]Full name of staff

memberDate:

Place:

Signatureofthe Applicant

FormVI:CredentialFormat

ProjectDescriptionSheet

(UseseparatesheetforeachcitedProject)

Thefollowinginformationshouldbeprovidedintheformatbelowfor eachEligibleAssignmentforwhichyourfirmindividuallywaslegallycontractedbytheclientstatedbelow:

AssignmentName:		
ProjectCategoryaccordingtoCategoryMatrixinclauseII.I		
NameandAddressofClient:		
Location:		Project cost (in rupees):Built-upAreain sqm:
Start date (Month/Year):	Completion Date (Month/Year):	Approx.ValueofServices(in rupees):
NameofAssociatedConsultants,ifany:		
NameofSeniorStaff(ProjectDirector/Coordinator,TeamLeader)involvedandfunctionsperformed:		
NarrativeDescriptionofProject:		
DescriptionofActualServicesProvidedbyYourStaff:		
ReferencewithContactname,telephonenumberandemail(ifany)forverificationofthedetailsprovided above		

Nameofthe Applicant:

*Applicant needs to furnish Completion/Performance Certificate for supporting for all thecompletedprojects asperTechnical criteria.

Signature of the consultant with

sealDated:

Witness:

Address:

Occupation

FormVII:Undertaking

NameofWork:*EmpanelmentofArchitects/UrbanDesigners/UrbanPlanners/LandscapeArchitects for upcomingprojects inVaranasi*

I confirm that I/Applicant do not have any pending litigation & non-performing contracts duringlast 5 years. Further, I/Applicant have not beenbarred by Government of India/ any StateGovernment/ Governmentagency, SupremeCourt.

I confirm that we do not have any litigations pending with the VSC as on date of opening oftechnicalApplication.

Signature of the consultant with

sealDated:

Witness:

Address:

Occupation:

Section VI: Standard Conditions (SC)

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

1. GENERAL PROVISIONS

1.1. Governing law and jurisdiction

These standard conditions shall be governed by and construed in accordance with the law 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 Varanasi, India and High Court of Allahabad.

1.2. Notices

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.

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 Applicant may be taken or executed by the officials as formally designated by each party as on the effective date of the project.

1.4. Taxes and Duties

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

“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;

“fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;

“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;

“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 RFP 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

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.

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.

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.

Payments: During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants 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

By the Authority (VNN)

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 in unethical practices in competing for or in executing the Contract.
- iv. If, as the result of Force Majeure, the Consultants 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 8 hereof.

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 8 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 8 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 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 a faithful adviser 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.acquiredinthecourseoftheServices,norshalltheConsultantand 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 RFP Document, in the form, in the numbers and within the time periods set forth in the RFP Document.

3.8. Documents Prepared by the 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 effort to ensure that it shall provide the Consultants 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 RFP 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. EE, VNN 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 Varanasi or Allahabad High Court as the case maybe.

9. ADDITIONAL 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 EE, VNN or any other officer authorised by him, in writing.

10. NUMBER OF DRAWING SETS AND COPYRIGHT

- 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 three sets of prints and one reproducible copy in the same size. If there are any revisions of any detail in any of the drawings for any reasons a number of drawings shall be issued 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.
- 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/andabove which is due to him in accordance with the terms of this agreement, for the services 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.

13. DETERMINATION OR RECESSION OF AGREEMENT

The Authority without any prejudice to its right against the consultant in respect of any delay by notice in writing absolutely 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 entitle the court to make up a winding order.
- 13.2. If the Consultant is in breach of any of the terms of the 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 is 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 estimates and designs.
- 14.3. 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 copyright on the part of any other party relating to the plans, models and drawings.

- 14.4. 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.
- 14.5. 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