

COUNCIL OF ARCHITECTURE
(A statutory authority of Government of India)

Expression of Interest (EOI)
for

Engagement of Architect

The Objective of seeking EOI is to engage Architect/Architectural Firms to provide interior design, planning & supervision for Office of CoA, at Okhla, New Delhi.

The scope of work for Architect is to prepare Concept plan, detail drawings, material specification, Service drawings, cost estimation, for Walls and Ceilings, Modular workstation, CCTV, Security Systems, Plumbing and Sanitary works, Electrical work, UPS and IT Server Room, False ceiling, air-conditioning work and other ancillary work as per requirement.

The individuals/firms having Office in Delhi/NCR with minimum 10 years of Experience in relevant field and having completed the below mentioned criteria should apply with their credentials/ information/ testimonials:-

1. 3 nos. of similar works with Project value of not less than Rs 1.0 Crore (in last 5 Years) ;or
2. 2 nos. of similar works with Project value of not less than Rs 2.0 Crore (in last 5 Years);or
3. 1 no. of similar works with Project value of not less than Rs 5.0 Crore (in last 5 Years).

(similar work means Interior of Modern Offices for Govt./ Semi Govt./Corporate houses)

The duly filled up application in prescribed format for engagement of Architect/Architectural firm for providing interior design, planning & supervision work for CoA office is to be sent to the undersigned super-scribing on the top of the envelop "Engagement of Architect/Architectural Firm." which should reach latest **by 05:00PM on 11.02.2019.**

Registrar
Council of Architecture
New Delhi-110003
Phone : 011-49412100(30 Lines)

1. SCOPE OF WORK:

- a) The office area is located at 7th Floor, NBCC Place, Okhla, New Delhi in raw condition having carpet area about 4949 sqft.
- b) To prepare sketch designs/ presentation drawings making revisions as per requirements of CoA till sketch designs are finally approved by the competent authority of CoA and making preliminary estimates of cost.
- c) To prepare architectural working drawings, structural drawings including, services drawings-electrical, plumbing, sanitary, fire-fighting, air-conditioning and all other drawings for various trades infrastructural facilities required for completion of the particular project.
- d) The Selected Architect/Firm of Architect shall be required to prepare specification of the project and material required and also the cost estimates for the same.
- d) The selected Architect/Firm of Architect shall assist the Council for selection of contractor and for supervision of work till completion of the project including verification of bills etc.

2. REQUIREMENTS:

- a) To earmark and design space for centralized sitting, department wise, for 25 staff.
- b) To earmark and design space for having a meeting hall for at least 60 members.
- c) To earmark and design space for having small meeting room with 15 members.
- d) To earmark and design server room, storage room, pantry & library.
- e) To earmark and design space for reception and waiting room for Visitors.
- f) To earmark and design space for Fees Counter for registration/ renewal of Architects.
- g) To earmark and design space for Cabins of President.
- h) To earmark and design space for cabins of Registrar
- i) To earmark and design space for cabins of 4 Officers

The prospective applicant should visit the work site to understand the nature and scope of work with prior intimation to CoA office at India Habitat Centre, New Delhi before submission of EOI.

The professional fee shall be inclusive of GST and any other taxes as applicable. Deduction of income tax etc. will be made at source at the time of making payment.

3.0 QUALIFYING CRITERIA

The Architect/ Architectural firm should have an Office, **located** in Delhi/NCR and Registered with Council of Architecture possessing 10 years of extensive experience of rendering Consultancy Services. The Architect/ Architectural firm should have carried out at least :-

1. 3 nos. of similar works with Project value of not less than Rs 1.0 Crore (in last 5 Years); or
2. 2 nos. of similar works with Project value of not less than Rs 2.0 Crore (in last 5 Years);or
3. 1 no. of similar works with Project value of not less than Rs 5.0 Crore (in last 5 Years)

(similar work means Interior of Modern Offices for Govt./ Semi Govt./ Corporate houses)

Such completed projects should have the scope of Design on Walls and Ceilings, Modular workstation, CCTV, Security Systems, Plumbing and Sanitary works Electrical work UPS and IT Server Room, False ceiling, Flooring and air-conditioning work with periodic and regular site supervision as and when required.

Proposals having valid documents will be technically qualified and considered for technical presentation. In the absence of supporting documents, the offers shall be rejected.

Details should be furnished in the following format:-

Name of the firm :	
Year of establishment of the firm :	
Bio data of principal partners and professional staff	
Should have minimum 3 full time Architects on the regular payroll and qualified and should enclose relevant documents. (Certificates of Educational qualifications, appointment order, Declaration from the staff working in the firm)	
Valid Registration of partners firm with the COA. Please attach Copy of the Registration Certificates.	
Income tax returns Acknowledgement receipt for the Year 2017-18 to be submitted	
GST registration details to be submitted	
Enclose the Partnership deed in case of partnership firms.	
Any other important information which the firm may like to submit in support of their technical competence.	

Technically qualified parties have no right to claim for award of the work. The Council reserves the right to cancel or award the work to any firm/tenderers.

4. VALIDITY OF OFFER

EOI submitted by Proposers shall remain valid for acceptance for a minimum period of 90 days from the date of opening of the EOI. The Proposers shall not be entitled during the said period of 90 days, to revoke or cancel their Application/proposal or to vary the Application given or any term thereof, without the consent in writing of the CoA.

5. ACCEPTANCE/ REJECTION OF EOI/APPLICATION

- a) The Council also reserves the right to accept or reject any or all EOI without assigning any reason whatsoever.
- b) The Council also reserves the absolute right to reject any or all the Applications at any time solely based on the past unsatisfactory performance by the Proposers, the opinion/decision of Council regarding the same shall be final and conclusive.

6. It will be obligatory on the part of the Proposers to sign the EOI for all the components & parts. After the work is awarded he/she will have to enter into an agreement on proforma provided by the Council 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.

7. **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 President of the Council who may, nominate any of the member/officers/or any other person(s) of the Council to act as a Sole Arbitrator/Arbitrator(s).

The Architect will not be entitled to raise any objection to any such arbitrator on the ground that the arbitrator is an officer of Council 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 Council 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 President 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 President of the Council 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 there under and for the time being in force shall apply to the arbitrator proceedings under this clause. The venue of the Arbitration shall be Delhi.

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 work assigned in writing within 90 days of receiving intimation from the Council, the claim of the Architects will be deemed to have been waived and absolutely barred and the Council shall be discharged and released of all liabilities under the agreement in respect of this claims.

8. CONDITIONS OF THE CONTRACT

1. Where the context so requires, words imparting the singular only also include the plural and vice versa.
2. Council shall mean “Council of Architecture (CoA), India Habitat Centre, Core 6A, 1st Floor, Lodhi Road, New Delhi-110003 ” and shall include their legal representatives, successors and permitted assignees.

3. DEFINITIONS

a) The “Contract” means and includes the documents forming the EOI and “acceptance thereof together with the documents referred to therein and instructions issued from time to time by the “Registrar”.

The formal agreement executed between the Council shall be complementary to one another.

b) The “Site” shall mean the floor space on which work is to be executed under the contract or any adjacent area which may be allotted or used for the purpose of carrying out the contract.

c) The “Architect” shall mean the individual or firm of Architects, and shall include the legal personal representative of such individual or the persons composing such firm and the permitted assignee of such individual or firm.

d) The “Competent Authority” means the Executive Committee of the Council and his assignees.

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

9. ADDITIONS & ALTERATIONS:

a) The Council 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.

b) That if the Council deviates substantially from the original scheme which involves for its proper execution extra services, expenses and extra labor 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 anfractuious, 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 due to changes required by Architects of all internal, external services. The decision of the Council 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.

c) The selected Architect/Firm of Architect shall be required to prepare the specification of the material and cost estimates of the project.

d) 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 Council.

e) The Architect shall be required to supervise the work and shall also ensure that the sanctioned estimate as approved by the Council is strictly adhered to. Council's approval in advance shall be taken for any such increase anticipated giving full justification.

10. **Schedule:**

a) **Commencement of Work**

The commencement of the contract shall be considered from the date of signing of the agreement :	1 Weeks
Finalization & submission of Interior Design drawing	2 Weeks
Submission of complete set of detailed drawings	2 Weeks
Submission of complete set of working drawings of Civil Electrical, Water supply and plumbing	2 Weeks
Submission of Detailed Estimate & Tender document for Selection of contractors	2 Weeks
Scrutiny of Tender document & preparing comparative statement for Selection of contractors, post opening of Tender	2 Weeks
Supervision of site and giving periodical instructions to the contractor and advice the client (One in two months and whenever required by the Council)	Minimum 5 times
Preparation of as-built drawings and service drawings after completion of work	<u>1 Month</u>

b) The time allowed for carrying out the work, as specified 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 Council compensation (not amounting to penalty) at the rate not exceeding 1% (one percent only) of 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 Council.

11. Termination

The Council 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 full fees paid to him, if any, made to him over and above what is due in terms of this agreement on the date of termination and the Council may make full use of all or any of the drawings prepared by the Architects. The Drawings/ plans/ models prepared by the Architect/ firm shall be property of the Council and no right shall be subsist in the Architect/ Firm.

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

The venue of the Arbitration shall be Delhi.

12. General

The Council may appoint Executing Agency for execution of the work. The Council/ 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 Council/ Executing agency in the interest of successful completion of the work.

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

The Architects shall supply to the Council 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.

The Architects hereby agree that the Interior Design 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 Council 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 Council against any such claims and against all costs and expenses paid by the Council in defending himself against such claims.

The Professional fee shall not be subject to any escalation on any account whatsoever even for the extended period granted by the Council to the Contractor.

The Architects shall, however, be compensated the actual expenses incurred during the extended period of contract.

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

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 in spite 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 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 Council 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 Council for any reasons and if the Council 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 Council 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.

ANNEXURE-I

Details of the qualification: *works executed* (please mention only such works which qualifies for the category/ class for which you have applied)

Sl. No.	Name Of work	Work executed for (name of the organization with address, Concerned office & telephone no.)	Nature Of Work (in brief)	Location of the work	Actual value of the works	Stipulated Time for completion	Actual time for completion	If work left Incomplete or terminated (furnish reasons)
1								
2								
3								
4								
5								
6								
7								

ANNEXURE-II

Details of the major **works in hand** (please mention only such works which qualifies for the category/ class for which you have applied)

Sl. No.	Name of work	Work executed for (name of the Organization with address, concerned office & telephone no.)	Nature of Work (in brief)	Location of The work	Actual value of the works	Stipulated time for completion	Remarks, if Any
1							
2							
3							
4							
5							
6							

Furnish the names with address and telephone number of three responsible clients/ persons for whom the applicant has carried out major works for obtaining information about the quality as well as performance of applicants.

Sl no	Name of the Official	Organization	Address	Contact numbers	Email-Ids
1					
2					
3					

ANNEXURE-III

Registration/ Empanelment with Government/ Public Sector / Institution

Sl. No.	Name of the organization		Period of Empanelment From_____to_____
1			
2			
3			
4			
5			

ANNEXURE-IV

CONSULTANCY FEE AND SCHEDULE OF PAYMENT

- a. The Council shall pay a lumpsum of fee of Rs.5 Lakhs, inclusive of all taxes.
- b. Schedule of payment.

Stage 1 On submitting conceptual designs and rough estimate of cost.	Nil
Stage 2 On submitting the required preliminary design for CoA's approval along with the preliminary estimate of cost.	10%
Stage 3 a. On incorporating CoA's suggestions and submitting drawings for approval from CoA/ statutory authorities, if required. b. Upon CoA's / approval necessary for commencement of work, wherever applicable.	10%
Stage 4 Upon preparation of working drawings, specifications and schedule of quantities sufficient to prepare estimate of cost and preparation of tender documents.	10%
Stage 5 On inviting, receiving and analyzing tenders; advising CoA on appointment of contractors and appointment of Contractor.	20%
Stage 6 a) On Completion of 50% of the Work b) On Completion of 100% of the Work c) On settlement of Bills of the Contractor	20% 15% 15%