



GUJARAT INDUSTRIAL DEVELOPMENT CORPORATION

Expression of Interest

For

Empanelment of Consultants for Providing Services for preparation of
Master Plan for Industrial and IT Parks in GIDC Estates

Gujarat Industrial Development Corporation (GIDC)

(A Govt. of Gujarat Organization)

Block no. 3,4 & 5 Udyog Bhavan, GH – 4,

Sector – 11, Gandhinagar – 382 017

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Empanelment of Urban Planning firm by Gujarat Industrial Development Corporation, Gandhinagar

Gujarat Industrial Development Corporation seeks to Empanel Consultants for rendering quality services for the upcoming Area Planning for IT Parks project for a period of five Years from Apr 2018 to Mar 2023. Consultants with sound credentials and necessary infrastructure matching pre-qualification criteria are requested to send in their application for the same in the format prescribed herewith only through speed post or hand delivery to the Head office of GIDC at Gandhinagar before 5 PM of 14 /05/2018.

Pre-qualification criteria for Consultants:

This empanelment is only for qualified Consultants having at least Ten Years of Experience in Urban Planning Projects.

The Team leader/Principal Planner of the firm should be an Urban Planner with valid Post Graduate Degree / Diploma in Urban Planning and having experience of similar nature of any one completed consultancy works in last 3 years, including following

- Either Built up area of minimum 1.0 Lakhs sq. m or Project cost of minimum Rs. 100 Crores.
(type of projects can be Area Plans, Local Area Plans, Master Plans)

The bidders must submit a copy of completion certificate from client along with the necessary photographs, drawings in soft & hard formats (maximum A3 size) to demonstrate their competence and capability to handle this assignment. If required, the representative of Contracting Authority can visit the said project site.

The bidder must have a self-owned office with necessary infrastructure and man-power to provide quality design services to GIDC.

The minimum available man power with the firm seeking empanelment must be an Urban Planner with minimum 10 years of experience + two Urban Planners having minimum 3 years of experience.

The firm must submit self-attested CVs of above Urban Planner with the empanelment bid. The length of experience shall be counted from the date of receiving academic qualification as an Urban Planner.

Hence self-attested copies of Post graduate degree/diploma-equivalent-to-degree in Urban Planning from a recognized Institute of the principal Urban Planner must be submitted with the application. All designs and drawings to be submitted as a part of the scope of services rendered by the empanelled Consultant shall be in hard as well as soft copies in .DWG format. Hence the Consultants must have licensed copies of CAD design software and necessary proficiency for its use. The Consultant must submit proof of ownership of the same.

Consultant seeking empanelment must submit turn-over details for the financial years of 2015-16, 2016-17 and 2017-18. The average annual turnover of Professional Consultancy fees in the last 3 financial years should be atleast Rs. 1 Crore. Consultants must submit Chartered Accountant Certified statement for the above.

Details to be submitted by the Consultants:

Consultants shall submit the application for prequalification in a two-bid format each marked separately as “Technical Bid” and “Financial Bid” in two sealed envelopes put inside a third envelope that shall be marked as “Application for Empanelment of Consultants for preparation of Master Plan for IT Parks”.

The Consultants seeking empanelment must submit all necessary details that are required as prequalification proof as a part of the technical bid.

In addition to the prequalifying information, in the technical bid, Consultant must provide:

- a. List of past projects indicative of the competence and strength of the Consultants
- b. List of on-going works
- c. List of Empanelment with other government entities if any
- d. Balance sheet and profit & loss statement duly attested by a competent Chartered Accountant for the financial years of 2015-16, 2016-17 and 2017-18.
- e. Disclosure of all on-going and past legal disputes with government including details of existing or past black-listing if any.

In case of non-existence of any such issue, an undertaking must be submitted stating that “We, (name of the Consultants seeking empanelment), hereby confirm that our firm is not involved in any litigation with the government. I also confirm that my firm is not and were not black-listed with any government organization.”

- f. Consultants are free to provide any additional information that they find helpful in establishing the competence of the applicant.

The financial bid submitted by the Consultants shall contain the following

The offer made by the Consultants shall be inclusive of all costs and taxes other than applicable Goods and Service Tax (GST). Goods and Service Tax shall be paid by GIDC at the prevailing rate in addition to the quoted amount.

Tender Fee, Earnest Money Deposit

A complete set of EOI document (Non-transferable), can be downloaded from the website www.gidc.gov.in till 14th May 2018 upto 17:00 hrs by any interested / eligible Consultants / firm. The Consultant shall have to pay Rs. 20,000/- in the form of DD from a nationalized bank in favor of "GIDC" payable at Gandhinagar at the time of submission of Proposal Documents, which shall be non-refundable.

All proposals must be accompanied by an Earnest Money Deposit of Rs. 5,00,000/- (Rs Five Lakhs only) in the form of DD fixed deposit from any nationalized bank or a bank guarantee for a period of minimum 5 years and must be delivered to the above office at the date and time indicated in data sheet, failing which the EOI Proposal shall be treated as not responsive. If the consultant is not empanelled, the EMD will be released after final empanelment of the Consultants.

An undertaking duly signed stating the following:

"We, the undersigning Consultants hereby confirm that we are participating in this empanelment process of GIDC with a clear understanding that, it in no way implies our appointment as Consultants with any project of GIDC. We also confirm that our appointment shall not confirm acceptance of the financial offer made by us with this application. GIDC shall hold the right to accept, reject or negotiate any / all financial offer it has received.

We accept the right of GIDC to accept or reject any application made without providing any reasons. We also accept the right of GIDC to choose any Consultants for any project that GIDC may find suitable for the project regardless of the empanelment or any other terms and conditions of this empanelment."

Shall be submitted by the consultant.

Senior Consultants Town Planner

Gujarat Industrial Development Corporation (GIDC),

3rd Floor, Block no. 5,

Udhyog Bhavan, Gandhinagar - 382017

GUJARAT INDUSTRIAL DEVELOPMENT CORPORATION LTD, GANDHINAGAR

CONSULTANTS AGREEMENT

This Agreement is made at Gandhinagar this _____ day of _____ 2018 between **Gujarat Industrial Development Corporation Ltd.**, a Government of Gujarat Undertaking, (GIDC) having its Registered Office at **Block No. 3 to 5, Udhog Bhavan, GH-4, Gandhinagar - 382017**, hereinafter referred to as **“the Client”** (which express shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the **One Part**.

And

M/s. _____, a Company incorporated under _____, having its Registered Office at **“_____”**, hereinafter referred to as **“the Consultants”** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the **Other Part**.

WHEREAS

- (a) The Client intends to proceed with the project namely **“Comprehensive Master Planning of Industrial Parks in GIDC Estates”** (hereinafter referred to as **“Master Planning”**) and more particularly described in the Schedule hereunder written.
- (b) The Client wishes to appoint a Consultants for the project and the Consultants has agreed to accept such appointment for the consideration and upon the terms and conditions as mentioned hereinafter.

Now this Agreement witnesses and it is hereby agreed by and between the parties hereto as follows:-

1.0 DEFINITIONS AND ABBREVIATIONS:

- 1.1 **Appointment:** The Agreement between the Client and the Consultants for the project as set out in Standard Form of Agreement documents.
- 1.2 **Budget :** The sum the Client proposes to spend on the Project inclusive of:
Professional fees and expenses & Statutory charges inclusive of all taxes.
- 1.3 **Client:** The party specified as Client in the Agreement means and includes its successors or assigns or officers so designated.
- 1.4 **Consultants:** The party specified as Consultants in the Agreement mean and includes its successors and assigns. The Consultants should be Urban Planner having post graduate

degree/diploma in Urban Planning from a recognized university and having an experience in similar type of projects.

- 1.5 **Tender cost:** The offer submitted by the contractor and accepted by client.
- 1.6 **Block Estimate:** The cost of work based on approximate estimate.
- 1.7 **Detailed Estimate:** The cost of work based on detailed drawing, design and detailed measurements and rate analysis for individual Items of work.
- 1.8 **Project:** As specified in the Agreement.
- 1.9 **Services:** The services to be provided by the Consultants as specified in the Agreement herein below.
- 1.10 **Site:** As specified in the Agreement the place where those works are to be carried out.
- 1.11 **Site Staff:** Staff appointed by the Client to inspect the works.
- 1.12 **Specialist / Expert / Other Consultant:** A person or firm, other than the Consultant, appointed by Consultants to provide expertise, skill and care, involving design, in the supply or manufacture of goods, materials or components or in the construction of parts of the Project.
- 1.13 **Time table:** The timetable for the completion of the services by the Consultants under this Agreement. Stages into which the process of designing building projects and administering building contracts is divided in accordance with this Agreement.
- 1.14 **Works:** The works to be carried out by the Construction contractor as described in the contract document.
- 1.15 **Fees:** Amount paid to Consultants for the services rendered to client.
- 1.16 **BIS:** Bureau of Indian Standard.
- 1.17 **BUA:** Built Up Area of construction.
- 1.18 **CRZ:** Coastal Regulation Zone.
- 1.19 **DP:** Development Plan
- 1.20 **SOR:** Schedule of Rates for the particular year and area / region.
- 1.21 **ESR / GSR:** Elevated Storage Reservoir / Ground Storage Reservoir
- 1.22 **NBC:** National Building Code.
- 1.23 **OH LINES:** Over Head Lines.
- 1.24 **R & B:** Roads & Buildings Department, Government of Gujarat State.
- 1.25 **RA Bill:** Running Account Bill.
- 1.26 **TPS:** Town Planning Scheme

2.0 CONDITIONS OF AGREEMENT

2.1 Scope of work:

The Consultants shall provide comprehensive planning services in respect of the work for planning. Without prejudice to the generality of the aforesaid, the same shall, in particular, include the following:-

- (a) Site evaluation and analysis,
- (b) Environmental Impact Assessment.
- (c) Site Layout, Conceptual Road Network, Land use Plan
- (d) Architectural work and site development.
- (e) Design of Structure (RCC or Load bearing)
- (f) Sanitary, plumbing, drainage, water supply and sewerage work.
- (g) Electrical work (internal as well as external).
- (h) Interior Design work, if required by client.
- (i) Firefighting, Security systems etc.
- (j) Graphics and Signage.
- (k) Landscape work.
- (l) Preparation of a detailed estimate on basis of Schedule of Rates (SOR.) applicable to the region and year, if specifically asked for.
- (m) Preparation of a draft tender document with all accompaniments including all the working drawings, specifications
- (n) Obtaining all the approvals from local and competent authorities, if required.

Note :

- 1) The designs for all items shall be as per B.I.S. Code, NBC / MORTH and other all regulations as may be applicable including I.R.C.
- 2) All specialized works shall be done through professional experts as employed by the Consultants or otherwise in the respective fields

2.2 FEES PAYABLE TO THE CONSULTANTS FOR THE SERVICES RENDERED TO THE CLIENT (See para 2.3)

For the services mentioned in the scope of the work the Consultants shall be paid the fees in the following manner.

- (i) The Consultants shall be paid total fees at the rate given below of the estimated cost or tendered cost whichever is less, subject to completion of all activities as mentioned in para 2.3 **inclusive of all taxes.**

Cost of project	For Non repetitive work	For repetitive work
	% of fee	% of fee

Note: 1) Consultants fee is including the fee of all sub consultant required for completion of project such as, Electrical Consultant, Water supply and drainage consultant, Air-conditioning consultant, landscape consultant etc.

- (ii) The estimated cost of the work is approximately **Rs. ----- (Rupees - -----)**.
- (iii) No fee shall be due and payable against the price variation paid to/recovered from Contractor.
- (iv) If the project is not taken up due to some or other reason(s) the Consultants will be paid upto the stage(s) accomplished on the actual estimated cost of building / project.
- (v) Initially the payment will be made to Consultants based on estimated cost till the determination of the tendered cost of the project. Such payments made to the Consultants on this account shall be adjusted against the final amount payable.

2.3 SCHEDULE OF SERVICE, STAGES OF WORK, DUTIES, RESPONSIBILITIES AND PAYMENT TO THE CONSULTANTS:

The Consultants shall after taking instruction from the Client render the services mentioned in stages of work mentioned below. Consultants will be paid fees in the following manner on account of services provided to the client there to.

Note:

- 1) The payment to the particular stage will be made only when all the activities during that particular stage are completed and accepted by the competent authority.
- 2) Maximum time limit for the work from stage 1 to 5 shall be 3 (three) months from the date of appointment order of the Consultants

(A) PRE TENDER ACTIVITIES

Stage No.	Description of the work.	Fees payable	Time limit of Activity.
01	<p>(i) Submission of preliminary site report with details of existing features and amenities viz. sources of water and electricity, approach roads etc. available and furnishing of block estimate based on SOR, if required by the client.</p> <p>(ii) Preparation & submission of Preliminary master layout plan for the entire land and preliminary individual building plans including tentative infrastructural amenities layout plans for the entire project.</p> <p>(ii) The Consultants shall show the position of buildings on ground to the Client and user departments before finalizing the layout. The Consultants should verify TPS / DP reservations before starting any work.</p> <p>(iv) The Consultants should avoid shifting of High Tension and Low Tension electrical cables, pipe lines, etc. as far as possible. Consultants shall contact competent authorities and also study the site conditions for obtaining above details. Submission of detailed site report with all details</p> <p>(v) Consultants shall give detailed suggestions / advice from time to time to Client in respect of any questions involving economy and aesthetics during the planning and execution of the work, as and when required by the Client.</p> <p>(vi) Ensure close co-ordination with Engineers, Consultants and Design / Structural Engineers of the client regarding execution & modifications in Design, if any and as also for timely approvals of excess / extra proposals.</p>	<p>10% of the total fees calculated on the estimated cost of project</p>	<p>30 days from the date of issue of work order.</p>
02	<p>(i) Submission of designs of Reinforced Cement Concrete (R.C.C.) and steel design of buildings and RCC and hydraulics designs of infrastructure amenities such as water supply scheme, drainage scheme, electrical amenities, CD works, Nalla crossing and training works, bridge(s), box or pipe culverts, retaining wall etc.</p> <p>Note :-</p>	<p>10% of the total fees calculated on the estimated</p>	<p>30 days from the approval of preliminary drawings.</p>

Stage No.	Description of the work.	Fees payable	Time limit of Activity.
	<p>1) Consultants shall appoint Structural Consultant who is registered with local authority such as Municipal Corporation/Council or GIDC as the case may be in respective category.</p> <p>2) Consultants shall get approval to Structural Consulting firm from the Client before start of work.</p> <p>3) The structural designer shall sign on each schedule. Schedule should also give detailed bar bending details.</p> <p>5) The design shall satisfy all provisions of latest Indian Standards (I.S.) codes including seismic/wind loads and other loads as may be applicable.</p> <p>6) Structural Consultant shall design structures based on STADD PRO Software of latest edition and submit all computer Input / outputs file (soft & hard copy) duly signed to client.</p> <p>7) Consultants shall obtain / get approval to location of column, section of column, beam and slab etc. from client before start of designing of structure</p> <p>8) Submission of Input data file soft and hard copy duly signed with detail such as joint coordinate, design data of concrete, steel, wall load, slab load, earthquake & wind load, design load combination etc.</p> <p>9) Submission of output data file soft / hard copy duly signed by Consultants & Structural Consultant in respect Design of foundation column, beam, slab, deflection of structures or any heavy span of member etc.</p> <p>10) Submission of structural drawing duly signed by Consultants & structural design engineer.</p>	cost of project	
03	Submission and approval by the client for the detailed working drawings required for execution of individual buildings and individual internal items of project such as window Grill pattern and design of gates, door details, kitchen platform, center line plans, plumbing details, sanitation details, flooring patterns,	5 % of the total fees calculated on the estimated	30 days from the date of issue of final proof checked,

Stage No.	Description of the work.	Fees payable	Time limit of Activity.
	<p>toilet block details, staircase and railing details, internal electrification details, typical furniture arrangement details etc.</p> <p>(ii) Submission and approval by the client for detailed working drawings required for execution of individual external items of the project such as external electrification details including load calculation, road cross section, longitudinal section, Storm Water drains, sewerage details, water supply details, ESR/GSR including design calculation report, colour shades of the buildings.</p> <p>(iii) Submission and approval by the client for detailed working drawings required for execution of individual items viz. landscaping, tapping points of water and electricity, etc. Consultants shall ensure that all the details necessary for the execution of the project are submitted to the client.</p> <p>Note: All drawings shall be of A2 size.</p>	<p>cost of project</p> <p>5% of the total fees calculated on the estimated cost of project</p> <p>5% of the total fees calculated on the estimated cost of project</p>	<p>approved structural drawings</p>
04	<p>Submission of the drawings for approval from the client and other appropriate authority including liason for according approval from the same, as may be required.</p> <p>Note: a) Statutory fees in all these respects will be paid by the client.</p>	<p>5% of the total fees calculated on the estimated cost of project</p>	<p>15 days from the approved working drawings.</p>
05	<p>Detailed estimates shall be prepared in the standard manner and format of R&B department, Gujarat State, based on SOR. Regarding non-SOR item, rate analysis shall be prepared and got approved from client.</p> <p>(i) All the measurements, rate analysis and abstract sheets, lead chart duly certified by GIDC shall be submitted in bound booklet</p>	<p>10% of the total fees calculated on the estimated cost of project</p>	<p>105 days from the date of issue of work order</p>

Stage No.	Description of the work.	Fees payable	Time limit of Activity.
	<p>form with hard and transparent cover. The name of the project and the year of the SOR shall clearly appear on the front page.</p> <p>(ii) All drawings and estimates shall be duly signed with name and date and stamped by the Consultants.</p> <p>(iii) Submission of five sets of draft tender papers set and five sets of detailed working drawings along with required documents sufficient for the publication of notice inviting tenders and finalization of tender, along with soft copy of the same to the Client.</p> <p>(iv) Consultants shall remain present and give power point presentation illustrating the scope of work, all salient features of the project including planning, designing and estimates of all buildings and infrastructure for the pre bid meeting, if required by the Client.</p> <p>Note: All calculations shall be done in MS Excel format. Soft and hard copy of the estimate shall be produced in triplicate.</p> <p>(v) Keeping the interest of the client, Consultants shall assist the Client in negotiating with the bidder and advise client over acceptability and reasonability of the bidders offer.</p> <p>(vi) Consultants shall make independent market enquiry for the rates of materials for updating the estimated cost of the work, if required.</p> <p>(vii) Consultants shall prepare minutes of the pre-bid meeting & submit to client duly signed on each page.</p>		
Total 1 to 5 (A) =			50.00%

(B) POST TENDER ACTIVITIES

Stage No.	Description of the work.	Fees payable	Time limit of Activity.
06	<p>Submission of additional details for execution as and when required.</p> <p>(i) Consultants shall have to visit the site of work, office of the Client, the various other offices of the Statutory bodies as and when required for which no traveling or daily allowances or other expenses are payable.</p> <p>(ii) Consultants shall pay at least monthly visits to the project and check the specifications adopted and advise contractor over the quality of the R.C.C. work & other works.</p> <p>Note: If it is observed that Consultants has not visited the work every month period or incomplete monthly report, an amount of Rs.5000/ (Rupees five thousand only) will be deducted per monthly visit or report from the fee payable to Consultants.</p> <p>(iii) Consultants shall approve various samples according to the contract agreement with the contractor during the course of execution and certify the RA Bills of the contractor by referring the chapter of list of approve materials mentioned in tender document.</p> <p>(iv) The certificate shall clearly mention whether the entire work has been carried out as per the tender drawings and specifications mentioned in tender.</p> <p>(v) Both financial and physical progress reports with reference to predetermined targets will be prepared.</p> <p>(vi) Obtaining from the Contractors and scrutinizing and certifying "As-built" drawings of the work executed. Two sets on reproducible paper will be made available to the Client. Such drawings shall be a part of final bill.</p> <p>(vii) Verification of the final bill to be submitted by the Contractors, preparation and finalization of it. as per the terms and conditions of Works Contract and submitting certificate</p>	<p>30% of the total fees calculated on the payments made as per RA bills. The fees for the earlier stages to be adjusted at this stage.</p>	<p>As per construction activity on site</p>

	<p>through Executive Engineer for release of final payments by the Client.</p> <p>(viii) Advise the Client with regard to extra claim / disputes, with the Contractor, if any, as well as to appropriate authorities mentioned in Works Contract / Legal Consultants till the cases are disposed off as per contract provisions.</p> <p>(ix) Generally render to the Client every assistance, guidance or advise on any matter concerning the technical, administrative, financial aspects of this Project as also all technical advisory services as may be in any way relate to the legal aspects and arise out of the construction of the said project.</p> <p>(x) The Consultants shall collect from the consultant and deliver to the client, any specific written warranties or guarantees given by the Contractor, including all required trade contractor guarantees and warranties.</p> <p>(xi) To work as an informal conciliator in the event of any disputes arising between the client and the Contractor so that disputes are resolved amicably as far as possible.</p>		
07	<p>(i) On completion of work and obtaining the completion certificate from competent authority and Occupation Certificate and other approvals from all statutory bodies.</p> <p>Note: The actual charges, deposits and all other dues, etc. Towards obtaining the various connections will be paid by the contractor or the client as the case may be.</p> <p>(ii) Preparation of inventory before handing over of the project. Joint checking of the work along with contractor and the user Deptt. Preparation of handing over note to the user Deptt.</p>	<p>10% of the total fees calculated on the payments made as per final bill.</p>	As per construction activity on site
08	<p>(i) On completion of the defect liability period of the project, as stipulated in the agreement of GIDC with the contractor.</p>	<p>10%</p>	
Total 6 to 8 (B)			50.00%
Total 1 to 8 (A) + (B) =			100.00%

Note :-

i) Penalty for delay in submission of drawings at any stage mentioned above will be Rs. 1000/- per day, subject to a maximum of 10% of the fees payable at that particular stage.

ii) Consultants shall submit his bill along with full description in remark column about service provided and pending services.

iii) Consultants shall not claim payment against pending services or incomplete stages of work.

iv) All payments paid to Consultants are advance payments in the form of running account bills & it can adjusted at any stage as well as during finalization of final bill.

2.4 EFFECTING PAYMENT TO THE CONSULTANTS:

- (a) No deductions will be made from the fees of the Consultants on account of penalty, liquidated damages, part rates or other sums withheld from payment or recovering from the Contractor.
- (b) In case only a part of the project is continued beyond any stage, no further payment shall be made to the Consultants for the part not executed. Further payments shall be released proportionate to the part continued beyond the above stage.
- (c) The cost of references to be made by the Consultants to his in house professional experts or outside professional experts are included in Consultants's fees and nothing extra will be paid by the Client on this account.

2.5 CONSULTANTS'S RESPONSIBILITIES/OBLIGATIONS:

- (a) The Consultants shall, in providing the services exercise exceptional skill and care in conformity with the normal standards of the profession as mentioned in Para 2.3.
- (b) The Consultants shall act on behalf of the Client in the matters set out or necessarily implied in the appointment. The Consultants shall at those points and/or dates referred in the timetable obtain the authority of the Client before proceeding with the services.
- (c) Obtain District Schedule of Rates (SOR), code of practice and other documents pertaining to the work.
- (d) To give detailed suggestions / advice from time to time to the Client in respect of any questions involving economy and aesthetics at all different stages of project, as and when required.
- (e) Periodically supervision of the work of visit of Executive Engineer's Division office & Client's Head Office and other offices as and when required.
- (f) Preparation of detailed estimates; based on District Schedule of Rates (SOR) as published by State Roads & Building Department & to get technical sanction from the competent authority of the client.
- (g) Preparation of Draft Tender Papers (D.T.P.) and get it sanctioned through appropriate approving authority of the Client.
- (h) To propose appropriate qualification criteria for bidders to whom bidding documents can be issued or to suggest pre-qualification procedures.
- (i) The Consultants shall make no material alteration to, or additions to or omission from the services without the knowledge and consent of the Client except in case of emergency when the Consultants shall inform the Client without delay.

- (j) The Consultants shall inform the Client upon its becoming apparent that there is any incompatibility between any of the Client's requirements the budget and the timetable or any need to vary any part of them.
- (k) The Consultants shall inform the Client on its becoming apparent that the services and/or the fees and/or any other part of the appointment and/or any information or approval need to be varied.
- (l) The Consultants shall not assign the whole or any part of the benefit or in any way transfer the obligation of the appointment to any other agency without the consent in writing of the Client.
- (m) The Consultants shall not sub-contract any of the services without the consent in writing of the Client.
- (n) If any deviation or deficiency in the work done by the contractor is noticed during this inspection and visits he shall ensure that all such defects or faults or lacunas are rectified to the full extent and work is made good as per the tendered specifications and quality. Consultants shall comply and report the action being taken by him in this regard. Consultants shall ensure that no payment of such work is made to the contractor till entire rectification to the fullest extent.
- (o) Consultants shall have to give N.O.C. in case of withdrawal of services or under termination of services of this agreement.
- (p) The Consultant shall have to assist the Client in obtaining NOC, Clearances and Approvals from different Government Departments

2.6 CLIENTS RESPONSIBILITIES/ OBLIGATIONS:

- (a) Providing requirements of the Project such as type wise number of tenements required details of work e.g. number of buildings and other details.
- (b) Providing broad outline, detailed specifications, the layout and building plans as early as possible.
- (c) Paying the fees of the Consultants on time.
- (d) Advising condition to the Consultants of the relative priorities of the Client's requirement, the budget, and the time table and inform the Consultants of any variations to any of them.
- (e) The Client shall give such decisions and approvals as are necessary for the performance of the services and at such times as to enable the Consultants to comply with the time table.

3.0 RESPONSIBILITIES ON EXTRA ITEM RATE LISTS (EIRLs)

- 3.1 All conditions as mentioned in the payment schedule shall be applicable for EIRL also.

- 3.2 Consultants shall prepare drawings, layouts, structural designs etc for the new and additional i.e. extra items cropping up during the course of execution of the main work.
- 3.3 if the extra or additional items crop up due to demand of the user department or due to suggestions from the client, no amount will be deducted from the fees of the Consultants.

4.0 RESPONSIBILITY DURING THE EXTENDED PERIOD OF THE EXECUTION:

- 4.1 No payment will be made to the Consultants during the period of termination and reappointment of the main contractor.

5.0 CONSULTANTS'S RESPONSIBILITIES IN CASE OF TERMINATION OF MAIN CONTRACTOR

- 5.1 In case of termination of contract between the client and the main contractor, Consultants shall prepare detailed estimate based on the current DSR and draft tender papers of balance work based on the joint measurements taken by the client and main contractor of the project.
- 5.2 Consultants will be paid for stages of work as may be applicable based on new balance estimated cost of work or tendered cost whichever is less.

6.0 DISQUALIFICATION FOR FURTHER ASSIGNMENTS TO THE CONSULTANTS AND WITHDRAWAL OF WORK / ASSIGNMENT:-

If the Consultants fails to act in conformity with the practices and ethics of the profession and/or his work / services are not found satisfactory, he will not be eligible to assignment of any further works of the Client thereafter, and services for such work of remaining stage shall be liable to be withdrawn from him with 15 (fifteen) days' notice.

7.0 GENERAL CONDITIONS OF THE AGREEMENT:-

- 7.1 All the stages of work shall be completed by the Consultants and the necessary approval shall be given by the Client according to the time schedule mutually agreed upon. The works throughout the stipulated period of contract will be carried out with due diligence.
- 7.2 In the event of the failure on the part of the Consultants to complete their work in time or the Consultants committing a breach of any one or more of the terms and conditions of the agreement, the Client shall be entitled to rescind this Agreement without prejudice to its rights to claim damages or remedies under the law. The period of notice to be given to rescind the contract will be 15 days from the date of issue of letter by client. If the contract is terminated by client then the Consultants shall be bound to give 'N.O.C', if required.
- 7.3 Consultants shall advise on the "**time and progress chart**" prepared by the contractors for the completion of the work, if required.
- 7.4 The Consultants shall assume full responsibility for the professional requirements and correctness of the designs and specification for all the items of work described in the

scope of work. The Client will have full access to the details of the calculations and the structural designs for purpose of scrutiny.

- 7.5 The Consultants shall advise officers of the Client regarding the work under execution during their visits to the site and submit reports on their observations. Consultants shall be invariably remain present at site of work during such inspection of client or his representative.
- 7.6 The Consultants shall make necessary revisions as may be required by the Client in the drawings and other documents submitted by them free of cost.
- 7.7 No changes shall be made in the approved drawings and specifications at site by the Consultants without the prior consent of the Client.
- 7.8 The Client shall have the liberty to postpone or not to execute any work and the Consultants shall not be entitled to any compensation or damage for such postponement or non- execution of the work except the fees which are payable to the Consultants up to stage of services then completed.
- 7.9 The executive control of the work, as far as this agreement is concerned, shall be with the client or any other officer so designated by the client.
- 7.10 The Consultants shall ensure that the contractor is furnished with drawings and plan/plan(s) at the time/time(s) appointed and specified in the contract to be made between the Client and the contractor. If the Consultants fails or neglects or omits to furnish drawings or plans to the contractor accordingly the Consultants shall pay to the Client compensation for any loss or damage arising from such neglect, failure or omission, particularly to meet with the claim or demand if any, presented by the contractor against the Client for loss or damage suffered in consequence of the delayed supply of drawings to the contractor.
- 7.11 It is hereby agreed and declared that the contract herein is intended to be **job oriented and not time oriented** and the Consultants shall not be entitled to claim any compensation in the event of the time estimated for the completion of the job being extended other than the extensions given to the contractor for completion of the work or enlarged for any reason whatsoever.
- 7.12 Copyright of all documents and drawings prepared by the Consultants and for in any work executed from those documents and drawings of the Project shall remain the property of the Client.
- 7.13 The company of Consultants is a partnership firm or Private / Public Limited, **Proprietary** company, no change in the constitution of such partnership or no change in the

constitution of Board of Directors of the company shall be made without the express written consent of the Client during the currency of the contract with the Client.

8.0 TERMINATION:

- 8.1 In the event of the Client not satisfied with the work done by the Consultants, the Client shall give 15 (fifteen) days notice in writing to rectify the defects and or complete the work. If the Client is not satisfied with reply of aforesaid notice, the Client can terminate this Agreement and the Consultants shall be liable to pay damages which shall be calculated by the client or professional expert of the client.
- 8.2 In the event of the Consultants through death or incapacity is unable to provide the services the appointment shall thereby be terminated.
- 8.3 In the event of the Consultants'S firm closing its business, the appointment shall be thereby terminated and the Client shall have the power to employ any other agency to complete the work irrespective of settling of dues of the Consultants by the Project Co-ordination Committee.
- 8.4 The termination of the appointment of the Consultants shall be without prejudice to the accrued rights and remedies of the client.
- 8.5 Consultants who are not registered with the Council of Consultantsure or who fail to renew his / her / their registration for the current calendar year shall terminated on the happening of such event.
- 8.6 In the event of failure to comply with or abide by the general conditions of this agreement.
- 8.7 In the event of liquidated damages / penalty imposed on Consultants **equal or not exceeding 10 % of the total fees** payable. (vide clause 10).

9.0 RECOVERY OF COMPENSATION AND PENALTY IMPOSED :

- 9.1 Consultants will be subjected to recovery of compensation in the form of liquidated damages and penalty imposed in the following events:
 - (i) In the event of failure to comply with the instructions of the client;
 - (ii) If the faults in planning, designing and execution are noticed by client at any time;
 - (iii) If there is over payment to the contractor due to wrong certification of the bills;
 - (iv) If the perfunctory approach towards the work is noticed by client at any stage.
- 9.2 The amount of the liquidated damages and/or penalty to be imposed will be decided by the client depending upon the situation.

9.3 The amount of compensation may be equivalent to the loss suffered by the client. The penalty imposed may be to the extent of fees payable.

10.0 INDEMNITY BOND:

- (a) The Consultants shall exercise the best of his professional capacity and care, expertise and experience in the performance of this contract agreement and shall be liable for compensation to the Client for any damage or loss arising from want of such care and capacity or expertise and experience or neglect of professional duty.
- (b) The Consultants shall indemnify and keep indemnified the Client against any damage or loss to be suffered by the Client in consequence of such neglect or incompetence of the Consultants in the performances of his duties or functions under this agreement. The Consultants shall deposit Indemnity @ **5 % of the total fees** payable to them.
- (c) The indemnity shall be enforceable in Gujarat.

The Consultants shall deposit **2 %** of the total fees payable to them in form of FDR or Narmada Bonds at the time of entering into an agreement

Rest of the 3 % of the Fees payable will be recovered from their bills to be deducted in subsequent bills in equal installments i.e. 0.5 % each of the total fees to be paid.

- (d) The FDR submitted as above by Consultants shall remain valid and in force during the period starting from the date of appointment upto expiry of Defect Liability Period (DLP) of the Project.

During defects liability period, if it is found that certain risk or damage or loss has occurred due to the defective execution of the work, delay in execution of assignment, non compliance of the instructions pertaining to the project work, negligence in supervision, over payment to the contractor due to wrong certification of bills or errors in recommending payments etc. the Client will be entitled to recover the amount of such loss from the Consultants by encashing the bank guarantee or fixed deposit receipt submitted by him as above.

11.0 DISPUTE RESOLUTION MECHANISM:

Any difference and dispute arising between the Client and the Consultants on any matter connected with this agreement including its interpretation will be deemed to have arisen on work site and will be settled by the Client. If the Consultants is not satisfied with the decision of Client such difference or dispute will be settled by the expert mutually

appointed by the client and Consultants. Nothing contained herein shall be construed as an agreement of arbitration.

