



BID DOCUMENT
for
SELECTION OF CONSULTANT/ ARCHITECH

**COMPREHENSIVE CONSULTANCY SERVICES FOR CONSTRUCTION OF
OFFICE BUILDING, GUEST HOUSE CUM COMMERCIAL BUILDING**

AT

SIX MILE, GUWAHATI

NORTH EASTERN REGIONAL MARKETING CORPORATION LTD.

(A Govt. of India Enterprise)

EXPRESSION OF INTEREST (EOI) FOR SELECTION OF ARCHITECTS FOR COMPREHENSIVE CONSULTANCY SERVICES (ARCHITECTURAL, STRUCTURAL, ELECTRICAL, AND OTHER ALLIED WORKS) FOR NERAMAC OFFICE BUILDING, GUEST HOUSE CUM COMMERCIAL BUILDING AT SIXMILE, GUWAHATI, ASSAM

NORTH EASTERN REGIONAL MARKETING CORPORATION LTD (NERAMAC) (A Govt. of India Enterprise), Guwahati, desires to hire an Architects/ Consultant/ Firm for Comprehensive Consultancy Services (consisting of Architectural, Structural, Electrical, Landscaping and other allied works) for its proposed Head Office at Six Mile, Guwahati (Assam) with the provision of G+5 & Basement for Commercial Block of built up area 5602.84 Sq mtrs. and G+3 Guest House Block of built up area 437.6 Sq mtrs.

Applications are invited from experienced and reputed Architectural & Structural Eng. Firms having experience of at-least 15 years Consultancy in Architectural, Structural Engineering, Electrical design and other allied services for a State-of-Art Office Building under State/Central Government, Public Sector undertakings, Banks head offices and other Corporate organizations.

The Architect/s of the Firm should be registered with Council of Architecture (COA), Indian Green Building Council (IGBC) and should have sufficient experience in this field with their own Office having proficient Architects, Civil Engineers, Supervisory staffs etc for handling such kind of a Project in a time bound manner.

Important Dates

- | | |
|---|---|
| A. Date of start of Bid | : 07.07.2017 (11:00 Hrs) |
| B. Date of Pre- Bid Meet | : 21.07.2017 (11:00 Hrs) |
| C. Last date for the submission of Bid | : 31.07.2017 (12.00Hrs) |
| D. Date of opening of Bids | : 31.07.2017 (14.00 Hrs) |
| E. Place of submission and opening of Bids | : MD, NERAMAC,
9 Rajbari Path, G.S Road,
Guwahati – 781005,
Assam, (India) |

- i) Processing fee Rs 20,000/ Bid (Non-refundable).should be submitted along with submission of offer. EOI not accompanying the processing fee shall be rejected out rightly and shall not be processed
- ii) The Qualification criteria for empanelment is given in the EOI document

- iii) The EOI documents along with detailed scope of work and other relevant documents forms the part of EOI. EOI document is available at website www.neramac.com in which may be downloaded and submitted to above given address.
- iv) Bidders shall have to sign 'Integrity Pact' with NERAMAC
- v) NERAMAC reserves the right to accept or reject any one or all tenders without assigning any reason thereof.
- vi) Any corrigendum including extension of date or change of date for submission of the tender shall be published only on the website and that shall be deemed to have been seen by the bidders.

In case the date opening fall on a holiday, the bids shall be opened on next working day at the same time and it will be binding on the Tenderers /Bidders for acceptance

The format of application and Terms of Reference (TOR) can be downloaded from NERAMAC web site www.neramac.com The same can also be obtained from **NERAMAC Office, 9, Rajbari Path, Ganeshguri, Guwahati-781005**, (Phone: 0361-2341427) on or before 21.07.2017. The last date for submission of completed application is 31.07.2017

Sd/-
MD, NERAMAC,

A. Scope of Work

NORTH EASTERN REGIONAL MARKETING CORPORATION LTD (NERAMAC) (A Govt. of India Enterprise), Guwahati, desires to hire an Architects/ Firm/ Consultant/ Firm for Comprehensive Consultancy Services (consisting of Architectural, Structural, Electrical, Landscaping and other allied works) for its proposed Head Office at Six Mile, Guwahati (Assam) with the provision of G+5 & Basement for Commercial Block of built up area 5602.84 Sq mtrs and G+3 Guest House Block of built up area 437.6 Sq mtrs.

Applications are invited from experienced and reputed Architectural & Structural Eng. Firms having experience of at-least 15 years Consultancy in Architectural, Structural Engineering, Electrical design and other allied services for a State-of-Art Office Building under State/Central Government, Public Sector undertakings, Banks head offices and other Corporate organizations.

The Architect/s of the Firm should be registered with Council of Architecture (COA), Indian Green Building Council (IGBC) and should have sufficient experience in this field with their own Office having proficient Architects, Civil Engineers, Supervisory staffs etc for handling such kind of a Project in a time bound manner.

B. Minimum Qualification Limit:

The Architectural & Structural Engineering firm/Company fulfilling the Following criteria may apply,

1. The Firm/Company should have satisfactorily completed any one of the following works within a span of 07 years: -
 - a) One Similar work, state of the Art Office building consisting not less than Rs.10 Crore OR
 - b) Two Similar works each consisting not less than Rs. 7.50 Crore each
2. The Firm should have in-house Architectural and Structural Engineering wing with sufficient nos. of technical professionals and support staff.
3. The Architect should have current Registrations with IGBC and COA (Council of Architecture)
4. The Principal Architect should be a Director/Proprietor/ Partner of the Firm/Company with Minimum 15 years of experience in Architectural Design and Consultancy.
5. The **Annual average** turnover/consultancy Fee of the Architectural/Structural Firm should not be less than Rs. 50 Lakhs during the last three years ending March, 2017.
6. Copy of IT Return (FY2014-2015 to FY 2016-17).
7. References, information about the Firm and Work orders, Work Completion certificates/ Project completed photographs from respective Clients should be submitted.

8. Method of Selection:

The technical quality of the proposal will be given weightage of 80%, the method of evaluation of technical score will follow as per Section B below. The price bids of only those consultants who qualify technically (**Minimum Qualifying Marks: 70**) will be opened. The proposal with the lowest cost may be given a financial score of 100 and the other proposal given financial score that are inversely proportionate to their prices. **The financial proposal shall be allocated weight of 20%**. For working out the combined score, the employer will use the following formula:

Total points = T (w) x T (s) + F (w) x LEC / EC, where

T (w) stands for weight of the technical score.

T (s) stands for technical score

F (w) stands for weight of the financial proposal

EC stands for Evaluated Cost of the financial proposal

LEC stands for Lowest Evaluated Cost of the financial proposal.

The proposals will be ranked in terms of total points scored. The proposal with the highest total points (H-1) will be considered for award of contract and will be called for negotiations, if required.

C. Evaluation Criteria for Technical Scoring:

Sl No	Criteria	Weightage
1.	Organisational strength	20
2.	Relevant experiences	35
3.	Registration with IGBC and COA	20
4.	Annual turnover	10
5.	Presentation on capability statement of the Architectural Firm/company	15

D. Instructions to Applicants:

- Each Page of the Applicant shall be stamped and signed by a person having necessary authority to do so.
- If the space in the performa is in-sufficient to furnish full details, such information may be given in separate sheets under same format as provided in the Annexures.
- The intending Company/Firms should have sufficient number of technically qualified staff w.r.t. Civil- interior and electrical works.
- Building and other Allied works represents design and consultancy works for Civil, Architectural, Electrical, MEP, HVAC, Fire Fighting works, Green Building certification, Landscaping etc.
- Processing fee Rs 20,000/ Bid (Non-refundable).should be submitted along with submission of offer. EOI not accompanying the processing fee shall be rejected out rightly and shall not be processed.
- Applicants are required to furnish information against each item of the Application. Application containing in-correct or and in-adequate information is liable to be rejected.

- The Quality Cost Based Selection Method will be adopted for selection of the architect.
- Minimum Qualifying Marks: 70.
- **No correspondence will be made with any un-qualified bidders.**
- **However a NERAMAC can keep a Pre-BID meet at a pre- determined date.**
- The Firm must not have been black-listed by any of the Public sector Banks, PSUs or central/ State Govt. department. An undertaking on the Firm's Letter head has to be given by the Applicant.
- NERAMAC, reserves the right to accept or reject any application without assigning any reasons thereof to the Applicant or incurring any liability to the same. NERAMAC also reserves the right to restrict the number of applicants for qualification at its sole discretion. Department's decision on this matter shall be binding on all concerned.
- For the purpose of qualification, applications will be evaluated on the basis of the Architectural & Structural Engineering Firm's Goodwill, Technical Infrastructure, Financial criteria, past and on-going project experience criteria as per *Annexure A, B, C&D*.
- The Firms shall be required to attach the requisite satisfactory documents towards pre-qualification, along with their application. Failure to submit the same may result into rejecting the application. NERAMAC reserves the right to cross check the same besides obtaining confidential report from their previous clients.
- The original proposal, both technical and Financial Proposals shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the enclosed Annexure (A to E).
- The Proposal, and its copy, shall be typed or written in indelible ink and signed by the authorized signatory of the Consultant who shall initial each page, in blue ink. In case of printed and published Documents, only the cover shall be initialed. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal. The Proposals must be properly signed by the authorized representative (the "Authorized Representative") as detailed below:
 - by the proprietor, in case of a proprietary firm; or
 - by a partner, in case of a partnership firm and/or a limited liability partnership; or
 - by a duly authorized person holding the Power of Attorney, in case of a Limited Company or a corporation;
- The Proposal will be sealed in an outer envelope which will bear the address of the Employer, RFP Notice number, Consultant name and the name and address of the Consultant. It shall bear on top, the following:

“Do not open, except in presence of the Authorized Person of the Employer”

- If the envelope is not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted and consequent losses, if any, suffered by the Employer.
- The completed Proposal must be delivered on or before the specified time on last date of submission. Proposals submitted by fax, telex, telegram or e-mail shall not be entertained.
- The rates quoted shall be firmed throughout the period of performance of the assignment upto and including discharge of all obligations of the Architect under the Agreement. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive. The demand draft for the cost of Tender document shall be enclosed separately in an envelope along with the Technical Proposal, failed to which the proposal will be considered non responsive and no further evaluation will be made for the said proposal.
- The NERAMAC will evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and by applying the evaluation criteria specified in the **Section A & C**. In the first stage of evaluation, a Proposal shall be rejected if it is found deficient as per the requirement indicated in the **Section A** for responsiveness of the proposal. Only responsive proposals shall be further taken up for evaluation.
- Evaluation of the technical proposal will start first and at this stage the financial bid (proposal) will remain unopened. The qualification of the consultant and the evaluation criteria for the technical proposal defined in the **Section A & B**.
 - Address of the Premises where the work will be executed:-
Link Road Sixmile & Khanapra,
Sixmile, Panjabari Road,
Guwahati-781022.

APPLICATION FORM

1. Name and address of the Architectural and Structural Eng Firm/ Company including contact numbers :
2. Nature of firm/Co., whether Proprietary/ Company Partnership (furnish full details) :
3. Year of Establishment :
4. Organization profile, infrastructure facilities, etc. :
5. Name of the Proprietor/ Managing Partner/ Director :
 - i) Telephone/Mobile No :
 - ii) Fax No. :
 - iii) E-Mail :
6. Details PAN No. (copy to be enclosed) :
(Attach IT Return FY2013-14 to 2015-2016)
7. Valid COA, IGBC Registration :
(copy to be enclosed).
8. Service Tax/GST reg. No.(Copies to be enclosed) :
9. Copy of GMC/ GMDA/any other Registration :
10. Organizational Chart including details of Technical Person including Green building expert involved with list of design facilities, software and infrastructure.
11. Name and contact nos. of at least two persons belonging to Client preferably Bank or any other PSU organizations for whom the work was carried out and may be directly contacted by NERAMAC.

Signature :

Date:

Name:

:

Seal

ANNEXURE - B

Particulars in respect of similar works (Govt., Semi-Govt & PSU Projects)
executed in the last seven years

S. No.	Name of the work executed with address	Name and address of the owner/Client	Built – Up- Area	Tendered Value of work	Attach copies of Work Order & C.C.	Stipulated date of completion	Actual date of completion	Attach photographs

Seal:

Signature :

Date:

Name:

ANNEXURE - C

Particulars in respect of similar works (Govt., Semi-Govt & PSU Projects) on hand

S. No.	Name of the work executed with address	Name and address of the owner/Client	Built – Up- Area	Tendered Value of work	Attach copies of Work Order	Project Start Date	Actual date of completion	Attach photographs (on-going works of Project)

Signature :

Date:

Name:

Seal:

ANNEXURE - D

Particulars in respect with Empanelment

S. No.	Name and address of institution with contact No	Registered/ empanelled for value of work upto ` and other details	Date of empanelment and validity	Details of certificate / letter from the Institution / Bank, etc. if any

Seal:

Signature :

Date:

Name:

ANNEXURE - E

Price Bid

Sl. No.	Name of work	Rate (in % of total cost)
1.	Comprehensive consultancy services for construction of Marketing Complex Building of NERAMAC at Six Miles at Guwahati.	

Note: Government of India service tax/GST as applicable shall be paid extra.

Letter of Transmittal

(On the Letter head of Applicant)

From

To
The Managing Director,
9, Rajbari Path, Ganeshguri,
Guwahati-781005, Assam.

Sir,

Having examined the details given in notice of application documents for selection of Architectural & Structural Eng. Firm/Company, we hereby submit our qualification and relevant documents.

1. We hereby certify that all statements made and information supplied in the enclosed forms "A to D" and accompanying statements are true and correct.
2. We have furnished all information and details and have no further pertinent information to supply.
3. We have submitted all the requisite Work order certificate/ completion certificate/ LOI/ empanelment certificates and other testimonials and authorize NERAMAC to approach individuals, employers, firms and corporations to verify our submittals, competency and general reputation.
4. We hereby confirm that we have read and understood all the stipulations given in Bid document and the decision of NERAMAC with regard to selection of Architects shall be final and binding on us.

(Sign & Seal of Applicant)

Check list of documents to be submitted

1. Duly filled and sealed/signed application form
2. Copy of partnership deed/ Registration certificate with Registrar of companies (if applicable)
3. Copy of COA (Council of Architecture) , IGBC Registration certificate
4. Copy of PAN card
5. Copy of Service Tax/GST Registration (Architectural + Structural)
6. Copy of GMDA/GMC/any other registration
7. Copies of audited Financial statements for last three years ending March' 2016.
8. Copies of IT Return (FY2013-2014 to FY 2015-16)
9. Copies of work orders and completion certificate in support of the details furnished in Annexure B & C
10. Sample photographs of projects completed by your firm
11. Detail list of Technical man power, Design Softwares, Infrastructure
12. Any other supporting documents.

TERMS OF REFERENCE

NERAMAC (Employer) intends to construct its Office Building, Guest House Cum Commercial Building at Six Mile, Guwahati in the State of Assam and desirous of select the Architect(s) for Comprehensive Architectural Consultancy Services for the said Building and Guest House.

Detailed scope of works for the selected Architect(s):

1. Architects' Services:

The Architects shall render the following services in connection with and in regard to the said works:

a) Taking the Employer's instructions, preparing sketch designs and alternative schemes (including carrying out necessary revisions till the sketch designs are finally approved by the Employer), making approximate project cost estimates (based on square feet/square meter rates) and preparing reports on the merits of the schemes so as to enable the Employer to take a decision on the Sketch designs and the scheme as a whole.

b) Submitting the required drawings to the Municipality and/ or local authority and obtaining its approval.

c) Preparing detailed Architectural working drawings, making design calculations and drawings for foundations and other structural work of the proposed office bldg., boundary wall, internal roads, etc., and making designs and drawings for the normal sanitary, water supply and electrical services, drawing and estimates for other site development works and also for any special installations like Air Conditioning, Lifts, Generators, Wet-riser system, etc., (as may be included by the Employer in the Architects services), working out specifications, Bills for Quantities and detailed cost estimates. The Architects shall get all these detailed drawings and cost estimates approved by the Employer.

d) Drawing up detailed Tender Documents for various trades, complete with Articles of Agreement, Special Conditions, Conditions of Contract, Specifications, Drawings, Schedule of Quantities, Time and Progress Charts, and any other material necessary for completing the Tender Documents, and getting them approved by the Employer.

e) Preparing select list of Contractors with the approval of the Employer, inviting the tenders for various trades, preparing comparative statements and submitting

assessment reports and recommendations thereon, assist the Employer to conduct negotiations with tenderers, where necessary, and after the Employer's decision on the tenders, preparing contract Documents and getting them executed by the concerned contractors.

f) Preparing landscape and planting saplings.

g) Preparing for the use of the Employer, the contractors and the Site Engineer, six copies of the contract document of the various trades including all drawings, specifications and other particulars and such further details and drawings, as are necessary for the proper execution of the said works.

h) Assuming full responsibility of correctness of structural and foundation design and designs for all services and installations and of soundness of construction according to the designs and specifications.

i) Assuming full responsibility for the supervision and proper and timely execution of the said works by all the contractors and sub-contractors, specialists, consultants, technical advisers, etc., that may be engaged from time to time.

j) Checking measurements of works at site, checking contractor's bills, issuing periodical certificates for payment and passing and certifying accounts, so as to enable the Employer to make payments to the contractors, and making adjustment of all accounts between the contractors and the Employer; the Architects shall assume full responsibility of correctness of measurements, and correctness of payments certified by them.

k) Submitting a detailed account of the steel, cement and any such other materials as the Employer may specify, and certifying the quantities utilized in the works.

l) Obtaining final building completion certificates and securing permission of Municipality or other authority for the occupation of the building and obtaining refund of deposits, if any, made by the Employer to the Municipality or other authority.

m) Appearing on behalf of the Employer before the Municipal Assessor or other authority in connection with the final settlement of the initial ratable value of the building and tendering advice in the matter to the Employer.

n) Any other services connected with the said works usually and normally rendered by the Architects and not referred to in any of the said items referred to above.

2. Conditions of Engagement:

- a) The Architects shall submit to the Employer the sketch plans, detailed plans, cost estimates, tender documents, etc., within the period stipulated in the Schedule annexed hereto.
- b) The Architects shall exercise all reasonable skill, care and diligence in the discharge of duties hereby covenanted to be performed by them and shall exercise such general superintendence and inspection in regard to the said works as may be necessary to ensure that the work is being executed in accordance with the working drawings and specifications aforesaid and the work is free from defects and deficiencies. The Architects' responsibility will continue during the defect liability period for getting defects, if any, removed by the contractor and he shall give a 'No Objection Certificate' at the end of the defect liability period for refund of the balance retention money to the contractors.
- c) Whenever the work is examined by the Chief Technical Examiner of the Central Vigilance Commission and if he brings to notice any defective or substandard work or any irregular/excessive payments, the Architects shall take necessary action to get the defects rectified and/ or recover the irregular payments, and also shall assist the Employer to reply to the Chief Technical Examiner's queries. In case of disputes with contractor(s) or disputes arising out of the said project execution as well as in matter of arbitration pertaining to project, the Architects shall assist the Employer from time to time by drafting replies in consultation with legal advisers and protect interest of the Employer.
- d) The Architects shall not make any deviation, alteration or omission from the approved design, without the written consent of the Employer. The Architects shall not undertake, execute or carry out any variation or extra items of work in excess of Rs. 2,500.00 (Rupees Two Thousand Five Hundred Only) or such amount as the Employer may expressly authorize by a separate letter. All variations and extra items costing over Rs. 2,500.00 or the amount authorized, shall be referred to the Employer together with the reasons for making deviations and furnishing an analysis of extra cost involved thereby. All orders given to the contractors by the Architects for any authorized deviations from the contract documents shall be in writing, and variation orders, incorporating the rates and quantities of extra work and omitted items of work in respect of all deviations, shall be issued within a fortnight from the date of issue of instructions for the deviations. The Architects shall on no account permit the contractors to include the cost of variations or extra items of work in the running bill or certify payments for such variations or extra items till the rates therefore are accepted by the Employer. In case any additions or variations above Rs. 2,500.00 are carried out without the prior approval of the

Employer, the Employer shall not be liable to pay the contractors for such additions and variations and the Architects shall also not be entitled as of right to claim fees for such additional or deviated items of works.

- e) During the progress of work whenever an excess over sanctioned cost is anticipated and/ or has already occurred, the Architects shall immediately report the same to the Employer with adequate justification for the same and obtain the Employer's approval thereto. Also, as and when required, the Architects shall prepare a revised cost estimate for the Employer's approval.
- f) The Architects shall, on the completion of the work, supply to the Employer free of cost two copies of one-eighth scale drawings (one of which shall be in reproducible print), two complete sets of structural drawings and two sets of drawings sufficient to show the main lines of water and drainage pipes, electrical installation and other essential services and also an inventory of all fittings and fixtures in the building. The Architects shall, if so required by the Employer, supply extra copies of all such drawings and the cost of such extra copies shall be reimbursed by the Employer to the Architects.
- g) During the preliminary stage, the Architects shall visit the site, collect all the relevant data, take site particulars, local authority's building bye-laws, prevailing prices for building materials and labour wages etc., and forward the same to the Employer also. The Architects shall arrange, if required, for preparing a surveyed site plan and for necessary soil investigations like trial bores, or test pits, load bearing tests or other soil tests as may be required and submit their report to the Employer. The cost of survey of site and carrying out soil investigations shall be borne by the Employer.
- h) The Architects shall co-ordinate all their activities during the detailed planning and tendering stage with other consultants, if any, separately appointed by the Employer, and they shall prepare a comprehensive programme of work in consultation with the other consultants as also the contractors and arrange to have the work completed in an expeditious manner and in accordance with the programme drawn up. For this purpose, the Architects shall arrange weekly/fortnightly meetings of all the consultants, contractors/ sub-contractors, prepares minutes of the discussion/instructions at such meetings and co-ordinate the work of the various contractors/sub-contractors.
- i) In addition to the Site Engineer appointed by the Employer, the Architects should nominate/authorise an Engineer/Architect from their side for the project.
- j) The Architects shall, within the fees quoted has to arrange one each of qualified (i) Structural Engineer, (ii) Electrical Engineer, (iii) Sanitary and

Plumbing Engineer, (iv) Consultants for special installations like Air Conditioning, Lifts, Generators and Wet-risers etc., to assist them in their work. The remuneration/fees of Engineer (s)/ Consultant (s) appointed shall be paid by the Architects who shall also be responsible for all the work, actions, omissions, etc., of any such Engineer (s)/ Consultant (s).

4. Transfer of Interest:

The Architects shall not assign, sublet or transfer their interest without the written consent of the Employer.

5. Scale of Charges:

- a) The Employer shall pay to the Architects as consultancy fees for the Comprehensive Architectural Consultancy Services to be rendered by the Architects in relation to the said works, a fee calculated based on value of work executed/completed. **Government of India service tax/GST as applicable shall be paid extra.**
- b) The Architects shall be paid fees referred to above in the manner laid down in Clause 6 below, in respect of the preparation of plans, drawing up of estimates, specifications, calling of tenders, etc., up to the stage, the work is done by them, on the value of works estimated by them initially on the basis of approved tender for civil works as per basic prices of steel and cement given therein. The final fees payable to the Architects shall be computed as a percentage of the total actual cost of the work planned, designed, estimated by the Architects and for which the Architects are required to furnish their services.

The Employer shall also have the liberty to omit, postpone or not to execute any work and the Architects shall not be entitled to any compensation or damage for such omission, postponement, or non-execution of the work, except the fees which have become payable to them for the services actually rendered by them.

6. Method of Payment:

The Employer shall pay fees to the Architects in stages as follows:

- a) 1/8th of the total fees, payable after completion and approval of the sketch design by the Employer.
- b) 3/8th of the total fees (less any amount paid under clause (a) above) payable after completion of all working drawings and detailed estimates to the

satisfaction of the Employer including Architectural and Structural Drawings and all drawings pertaining to the various specialist services and their approval by the Municipal or their authorities. 50% of the fees payable for this stage may, however, be paid on completion and approval by the Municipal or other authority of all drawings pertaining to the civil work.

- c) One half of the total fees (less any amounts paid under clauses (a) and (b) above), payable after preparation of contract documents including tenders, issue of tender notices in respects of all trades, submission of recommendations to the Employer, and execution of the tender documents for the various trades. Part payments may, however, be made in proportion to the services completed in respects of particular trades, but such payment shall be on account.
- d) 50% (fifty percent) out of the remaining one half of the total fees shall be paid by installments as the construction works proceeds and in proportion to the value of the said works as certified from time to time and 25% shall be paid after final completion of the building and closing of accounts. The balance 25% shall be paid after the Architects issue of 'No Objection Certificate' for refund of contractor's retention money on expiry of the defect liability period. The final payments shall be made in accordance with and on the basis provided in Clause 5 herein.
- e) In case, this Agreement is terminated in pursuance of Clause 3 above, fees shall be paid to the Architects for the actual services rendered as per stages referred to in this Clause.

7. Visit to the Site:

The Architects or their representatives or their consultants shall visit the site periodically and as frequently as the works require, and inspect and supervise the construction. For this, no charges shall be payable by the Employer.

8. Due Diligence:

The Architects shall exercise all care, skill & diligence in all their responsibilities & tasks assigned to them. The Architects hereby confirm that they shall submit all drawings & documents within reasonable times to ensure that construction work is not hampered/impeded by lack of drawings or any other inputs from the Architects. Employer may report any default "by the Architects in respect of anything in this Agreement to the Council of Architecture, New Delhi for necessary action against the Architects by the said council".

9. Arbitration:

If any dispute, difference, or question shall at any time arise between the parties as to the construction of this Agreement or concerning anything herein contained or arising out of this Agreement or as to the rights, liabilities and duties of the said parties hereunder, or as to the execution of the said works, except in respect of matters for which it is provided herein that the decision of the Employer is final and binding, the same shall be referred to the arbitration and final decision of an arbitrator to be agreed upon and appointed by both the parties or in case of disagreement as to the appointment of a single arbitrator, or two arbitrators, one to be appointed by each party, who shall before taking upon themselves the burden or reference, appoint an umpire.
