

**REQUEST FOR PROPOSAL
FOR
EMPANELMENT OF ARCHITECTS
FOR IIT KANPUR
2024 - 2029**



**INDIAN INSTITUTE OF TECHNOLOGY KANPUR
G.T. ROAD KALYANPUR, KANPUR – 208016
UTTAR PRADESH, INDIA**

**INDIAN INSTITUTE OF TECHNOLOGY KANPUR
INSTITUTE WORKS DEPARTMENT
CENTRAL OFFICE
REQUEST FOR PROPOSAL FOR EMPANELMENT OF ARCHITECTS**

The Superintending Engineer, IWD on behalf of the Board of Governors, Indian Institute of Technology Kanpur (IITK) requests proposals in online mode to prepare a panel of Architects for rendering comprehensive architectural and allied engineering design consultancy services for construction of various buildings under two categories viz. (a) Academic and (b) Non-Academic in its campus at Kanpur, Uttar Pradesh, India. The panels will be valid for a period of five years (with provision of extension of further two years) from the date of empanelment. Proposals should be submitted STRICTLY as per the prescribed format. Completed proposals along with proof of payment of administrative processing charges must be submitted online through www.eprocure.gov.in/eprocure/app on or before 15:00 hrs. on **29.07.2024**. For each category a separate application must be made along with the administrative processing fee as applicable for the respective category. The detailed Request For Proposal (RFP) along with annexures may be downloaded from the web site <http://www.iitk.ac.in/infocell/tender> and www.eprocure.gov.in/eprocure/app.

No.IWD/CO/2024-25/ 36 dated: 05.07.2024

Acting Superintending Engineer
E-mail: rakeshkv@iitk.ac.in

Indian Institute of Technology Kanpur

REQUEST FOR PROPOSAL FOR EMPANELMENT OF ARCHITECTS

No.IWD/CO/2024-25/ 36

Date:05.07.2024

1. Introduction

- 1.1. Indian Institute of Technology Kanpur (IIT Kanpur), an autonomous institute under the Ministry of Human Resource Development, Government of India, is desirous of preparing panels of Architects, for rendering architectural and allied engineering design consultancy services for various buildings in its campus at Kanpur, Uttar Pradesh, India proposed as part of Institute's expansion programme.
- 1.2. One panel each for following two categories is proposed:
 - 1.2.1. **Category A:** Academic Buildings
 - 1.2.2. **Category B:** Non-Academic Buildings
 - 1.2.3. The panel will be valid for a period of five years from the date of empanelment. If required, this may be further extended for another two years after expiry of the five years term, on recommendation of the B&WC (Building and Works Committee) IIT Kanpur.
- 1.3. This Request for Proposal (RFP) is addressed to Architects registered with the Council of Architecture, India (COA) or Architectural Firms fully owned by Architects registered with COA, eligible as per the primary eligibility criterion given in this document. In this reference, please note the Public Notice issued by COA, attached as Annexure-14.
- 1.4. Applicants shall submit proposals in online mode only. Proposals can be submitted for either one or both categories. For each category a separate application must be made along with the administrative processing fee as applicable for each of the categories.
- 1.5. An administrative processing fee (non refundable) of Rs. 25000/- (Rupees Twenty Five Thousand Only) shall be payable with application to EACH of the category. The fee must be paid in online mode directly to the Institute's bank account. The account details are as under:

Bank Name: SBI IIT KANPUR
Beneficiary Name: The Registrar, IIT Kanpur
A/C NO: 30632766814
IFSC CODE: SBIN0001161

(Note: If an applicant applies for both the categories, a total of Rupees Fifty Thousand shall be payable)
- 1.6. Eligible applicants must submit their proposals **strictly as per the prescribed procedure and formats**. The Institute at its sole discretion reserves the right to summarily reject applications that are incomplete and/or where submittals are not as per prescribed format or where prescribed fee is not paid.
- 1.7. **The Selection Process:** The selection process consists of stages as described briefly in the following paragraphs.
 - 1.7.1. For the purpose of screening and evaluation the Director of the Institute will constitute an Expert Committee whose decision shall be final and binding on all.

- 1.7.2. **Stage 1 - Screening for Primary Eligibility:** Applications will be screened for the primary eligibility criteria given in this RFP at clause- 5. Applicants found eligible will be considered for evaluation in the next stage.
- 1.7.3. **Stage 2 - Preparation of Short List:** The applicants found eligible as per the primary eligibility criteria, shall be further evaluated for their capabilities, experience, deployable human resource, technical strength and financial credentials, by allocation of marks for various criteria according to the table available at **Annexure- 2A & 2B**.
- 1.7.4. For the purpose of evaluation of work experience, a **maximum of twelve (12) building projects completed or ongoing** since June, 2014 shall be considered. Applicants are advised to read the evaluation criteria carefully and choose those building projects that they consider most suitable for the purpose of evaluation and make submittals accordingly. The summary of these projects shall be given as per the format given in **Annexure- 7**. Details of these projects shall be submitted as per format given in **Annexure- 8**. Actual photographs of ongoing / completed building works should also be submitted.
- 1.7.5. The Expert Committee may also evaluate the quality of professional work delivered and satisfaction level of the previous clients / users and for this purpose the Expert Committee or its members individually may seek confidential references and also visit the building projects and / or interact with various stakeholders.
- 1.7.6. Based on the marks obtained in the evaluation criteria all eligible applicants shall be ranked in descending order of merit i.e. the applicant obtaining highest marks shall be ranked as one and so on.
- 1.7.7. Applicants securing equal marks shall be given the same rank.
- 1.7.8. The Institute will, based on the merit list, prepare a list of a maximum of ten (10) applicants who will move to the next stage. Only those applicants who score minimum 50% in each section and 60% in total shall be considered. In case the number of applicants obtaining the minimum qualifying marks as above is less than ten (10), then The Expert Committee may relax the 60% marks criterion to the extent that a minimum of seven (7) applicants qualify for the next stage.
- 1.7.9. **Stage 3 - Technical and Professional Evaluation:** Applicants who qualify as per 1.7.8 above shall be invited to appear before a Jury to be appointed by the Director, IITK for a formal presentation-cum-personal interview.
 - 1.7.9.1. The Jury will consist of five (5) members representing diverse professional expertise. At least two members shall be Architects. The quorum for the Meeting of the Jury will be three (3) with at least one Architect.
 - 1.7.9.2. Based on the presentation-cum-personal interview the Jury shall award marks out of 100 based on the following broad criteria:
 - 1.7.9.2.1. Architectural quality, uniqueness and innovation demonstrated in similar buildings designed and completed in the past five years. (15 % weightage)
 - 1.7.9.2.2. Measures for Sustainable Architecture demonstrated in the projects completed/ongoing in the past five years – especially in the context of solar passive architecture, management of water, energy and waste. (15% weightage)
 - 1.7.9.2.3. Spatial Efficiency and Cost effectiveness and track record of timely completion of the projects completed and handed over in the past five years. (15% weightage)
 - 1.7.9.2.4. Knowledge about the current global trends in design and development of educational campuses for engineering and technology and suggested measures for IIT Kanpur campus. (15% weightage)

- 1.7.9.2.5. Understanding of IIT Kanpur's Socio-Cultural fabric and Architectural Character and suggestions for future development in the campus. (10% weightage)
- 1.7.9.2.6. Measures suggested for Sustainable Architecture in the IITK campus based on study of existing development and future technologies. (10% weightage)
- 1.7.9.2.7. Capability and Suitability of the Applicant for IIT Kanpur's works (10% weightage)
- 1.7.9.2.8. Overall quality of presentation and response to questions (10% weightage)
- 1.7.9.3. The Institute may, based on the suggestions of the Jury, add any other criterion or modify the given criterion as it deems fit and/or redistribute the weightage given to the various criteria of evaluation. Such change, if any, shall be posted on the web site of the Institute at least seven (7) days before the date of the Presentation before the Jury.
- 1.7.9.4. The presentation must cover the broad criteria as mentioned at 1.7.9.2 above on which the Jury will award marks.
- 1.7.9.5. **Three (3) sets of the bound paper print copies of the presentation, one CD/DVD containing non-editable version of the presentation and one 'pen drive' containing the soft copy (.pptx file) of the presentation will be submitted to the Institute just before time and date of the presentation before the Jury.**
- 1.7.9.6. **Campus Tour:** In order to acquaint the Applicants with the institute's cultural fabric, existing development, urban character, landscape, and ambiance of the campus, the Institute will organize a campus tour about ten days before the presentation. The time, date and venue for this tour will be posted on the web site of the institute. Applicants are advised to attend at their own expense. Institute will facilitate local hospitality in the campus for the day of the tour. Applicants are expected to augment their understanding of various technical and professional aspects as may be required to make an effective presentation before the Jury.
- 1.7.9.7. **Combined score** will be calculated on the basis of the marks awarded for Stage 2 as mentioned at 1.7.8 above (35% weight) and the marks awarded by the Jury at stage 3 as mentioned at 1.7.9.2 (65% weight).
- 1.7.9.7.1. Based on the combined score of marks as mentioned at 1.7.9.7 above the Jury shall prepare a list of a maximum of five finalists in the descending order of merit i.e. the applicant getting maximum combined scores shall be ranked as T1 and the next as T2 and so on. Jury may invite such finalists for the next stage i.e. opening of the financial proposals.
- 1.7.9.8. The combined score of the top finalists invited for opening of the financial proposals **shall be announced before opening of the financial proposals.**
- 1.7.9.9. The discretion and decision of the Jury in respect of the award of marks for the Technical and Professional Evaluation shall be final and binding on all applicants without any right of appeal.
- 1.7.10. **Stage 4 - Opening of Financial Proposals:** This stage consists of evaluation of the financial proposals submitted by the finalists.
- 1.7.10.1. Only the proposals of the finalists selected by the Jury shall be opened by the Jury or any other committee authorized for the purpose.
- 1.7.10.2. Financial proposals shall be opened in the presence of applicants or their representatives who choose to attend.
- 1.7.10.3. **The lowest financial bid (L1) amongst the finalists shall be the applicable bid for the whole panel.**
- 1.8 The date, time and venue of the presentations before the jury and opening of the financial proposals shall be announced separately.

2. Preparation of the Panel

- 2.1. The panel(s) will be prepared by including the applicants who are willing to offer their services on the lowest financial bid (L1).
- 2.2. The panel(s) will be in the order of merit as per the combined score.
- 2.3. It is proposed to offer the works by rotation in the order of merit of the final panel. However, The Institute, at its sole discretion reserves the right to award the work in case of building(s) that it considers as important after holding limited design competition amongst the panelists or after holding an open design competition.
- 2.4. Inclusion of the name in the panel is not an assurance whatsoever for the award of any work.
- 2.5. For each awarded work to the empaneled Architect there shall be a separate contract agreement.

3. **Scope of Services**

- 3.1. The scope of services of the selected Architect shall be as per the draft contract agreement given in this RFP document. (Annexure-12)
- 3.2. Applicants are advised to clearly understand the scope of services and make their financial proposals accordingly.

4. **Schedule for Submitting Proposals**

- 4.1. The proposals shall constitute of the following and each must be uploaded in a separate covers as under in online mode on CPP portal: <http://eprocure.gov.in/eprocure/app>

- 4.1.1. **COVER- 1 (Cover Letter with RFP document and Fee payment details):** Scanned copy of the following documents shall be uploaded in the COVER-1:
 - i. Cover letter as per the prescribed format (Annexure- 3), duly signed.
 - ii. Online payment receipt of the administrative processing fee of Rs. 25000/- for each category of the application. The details of IIT Kanpur bank Account for online payment is as under:

Bank Name: SBI IIT Kanpur

Beneficiary Name: The Registrar, IIT Kanpur

A/C No. 30632766814

IFSC Code: SBIN0001161

- 4.1.2. **COVER- 2 (Eligibility and Technical Evaluation Stage 1 and Stage 2):**

Scanned copy of the following documents, duly signed, shall be uploaded in COVER- 2:

- i. Documents related to primary eligibility and evaluation for stage 1 and stage 2 as per Annexure-01.

<p>Para 5.2.1 Applicant may be a consulting firm involved in rendering architectural and engineering design services with minimum of ten (10) years of experience preceding the date of the submission of the proposal.</p>	<ul style="list-style-type: none"> • Scan copy of registration deed of Architectural Firm along with deed of any predecessor organization if applicable to be uploaded. • Scan copies of COA certificates of all owners to be uploaded.
<p>Para 5.2.2 Applicant should not be under liquidation, court receivership or similar proceedings.</p>	<ul style="list-style-type: none"> • Scan copy of the Solvency certificate from Banker to be uploaded • Scan copy of the Affidavit as per Annexure- 6 on a non judicial stamp paper of Rs.10/- be uploaded

<p>Para 5.2.3 Applicant shall not be eligible to submit a proposal, if it or any of its constituents has been barred or blacklisted by any Central and / or State Govt in India.</p>	<ul style="list-style-type: none"> • Scan copy of the Affidavit as per Annexure- 6 on a non judicial stamp paper of Rs.10/- be uploaded
<p>Para 5.3.1. Applicant shall have minimum average annual turnover of Rs. Two (2.0) Crores with net profit as per audited financial results in the preceding five (5) financial years from the date of the submission of the proposal.</p> <p><i>For the purposes of turnover only the 'fee' received on account of relevant consultancy services shall be taken into account.</i></p> <p><i>The year means Financial Year from 1st April to 31st March.</i></p>	<ul style="list-style-type: none"> • Scan copies of the Complete audited balance sheet for the last five financial years duly certified by the Chartered Accountant to be uploaded.
<p>Para 5.4.1 The Applicant must have successfully rendered comprehensive architectural and engineering design consultancy services for similar buildings with gross total built-up area of 50,000 sqm or more in one or more buildings in respective category as per clause 5.4.2.1 and 5.4.2.2</p>	<ul style="list-style-type: none"> • Copies of work orders to be uploaded • Work completion certificates to be uploaded <p><i>References and certificates from various organizations to be signed by an officer not below the rank of Executive Engineer / Under Secretary in case of Govt. Department, and General Manager in case of private bodies</i></p>

- ii. Applicant Profile as per Annexure- 4 to be signed and uploaded
 - iii. Letter of Consent to be signed and uploaded as per Annexure- 5
 - iv. Applicant experience data chart as per Annexure- 7 to be signed and uploaded
 - v. Applicant experience project sheets for each project as per Annexure- 8 to be signed and uploaded
 - vi. Key professional staff employed as per Annexure- 9 to be uploaded
 - vii. CVs of Key professional staff as listed in Annexure-9 as Annexure- 10 to be uploaded
 - viii. Details of gross financial turnover and net profit in the last 5 years as per Annexure- 11 to be uploaded.
 - ix. **Scan copy of duly signed Integrity pact on non-judicial stamp paper of Rs.100/-, as per Annexure-15 to be uploaded. The Institute reserves the right to reject bid in case of non-submission of duly signed integrity pact on non-judicial stamp paper of Rs. 100/-.**
- 4.1.3 **COVER- 3 (Financial Bid):** Scanned copy of the Financial Bid as per prescribed format at Annexure- 13, duly signed with seal, shall be uploaded under COVER- 3.
- 4.2. The proposals in response to RFP complete in all respect as prescribed with all supporting documents may be submitted online *CPP Portal: <http://eprocure.gov.in/eprocure/app>* on or before **15:00 hrs on 29.07. 2024.**
- 4.3. The Institute takes no responsibility for delay, loss or non-submission of the bid on CPP portal. Bidders are advised to contact CPP portal administrator in case of any difficulty in submission of the bid in online mode.

Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24X7 CPP Portal Helpdesk. The 24 x 7 Help Desk Numbers are 0120-4200462, 0120-4001002 and 0120-4001005. The helpdesk email id is support-eproc@nic.in

4.4. All dates, place and time are subject to change and the latest information and clarifications, if any, shall be posted on the Institute's website <http://www.iitk.ac.in/infocell/tender> & www.eprocure.gov.in/eprocure/app. Applicants are advised to visit these websites regularly.

5. **Primary Eligibility Criteria**

5.1. All applicants must submit documents strictly AS PER FORMATS PRESCRIBED to facilitate screening and evaluation that shall be done on the basis of following major heads.

5.2. **Entity and Experience:**

5.2.1. Applicant must be an Architect registered with Council of Architecture, India or an Architectural firm fully owned by Architects registered with COA, India; involved in rendering architectural services with minimum of ten (10) years of experience preceding the last date of the submission of the proposals.

5.2.2. Applicant should not be under liquidation, court receivership or similar proceedings.

5.2.3. Applicant shall not be eligible to submit a proposal, if it or any of its constituents has been barred or blacklisted by any Central and/or State Government / autonomous institutions / university / public sector organization in India.

5.2.4. Applicant should have, during the preceding five years from the date of the submission of the proposals, neither failed to perform on any agreement, nor been expelled from any project or agreement nor have any agreement terminated for breach by the Applicant.

5.3. **Annual Turnover:**

5.3.1. Applicant shall have minimum average annual turnover of Rupees Two (2.0) Crores as per audited financial results of the preceding five (5) financial years. The firm should not be in loss in two consecutive years during the preceding five financial years.

5.3.1.1. For the purposes of turnover only the 'fee' received on account of relevant consultancy services shall be taken into account.

5.4. **Work Experience:**

5.4.1. The applicant must have successfully rendered comprehensive architectural and engineering design consultancy services for 'similar buildings' with gross total built up area of 50,000 sq meters or more in one or more buildings. For this purpose only those buildings that are completed or are virtually completed in the last ten years preceding the date of the submission of the proposals shall be considered.

5.4.2. 'Similar Buildings' for the purpose of this RFP means:

Category A - Academic Buildings: Permanent buildings used for non-residential purposes in educational / institutional/ research complexes for which comprehensive architectural and engineering design services have been rendered. RCC framed structure buildings of four or more floors shall be considered.

Category B - Non-Academic (Residential) Buildings: Permanent buildings used for housing / apartments / hostels for long term or short term stay for which comprehensive architectural and engineering design services have been rendered.

Building for utilities, services and supportive and ancillary uses shall be counted towards category A or category B associated with the primary or main use.

An Expert Committee and/or an independent Jury will be constituted by the Director IITK to screen / assess / evaluate the proposals received in response to this RFP. The decision of the Expert Committee / Jury in the matter of interpretation of the RFP, documents submitted by the applicants, primary eligibility, evaluation, award of marks etc shall be final and binding on all. The Expert Committee / Jury or the Institute is not liable to furnish any information and / or give any reasons for accepting / rejecting primary eligibility and / or the award of marks at any stage of the evaluation and related to any part of the selection process.

- 5.5. Failure to meet the Primary Eligibility Criteria as listed in this document may render the proposals submitted to be summarily rejected.
- 5.6. Applicants should, furnish complete documentary evidence including but not limited to
 - The legal status of the firm or self by way of registered partnership deed, sole proprietorship etc. along with certificate of registration of COA of all the partners of the firm.
 - Copies of work orders, work completion certificates, experience certificate of personnel.
 - TDS certificates, solvency certificate from Banker, and Balance sheets and Profit and Loss accounts statement audited by Chartered Accountant in support of their eligibility and for evaluation.

The information must be presented in a sequential manner, even if it means repetition in few places, to facilitate screening and award of marks.
- 5.7. Firms earlier operating under individual practice and/or different names must submit appropriate legal documents testifying the change of name/ownership.
- 5.8. References and certificates from various organizations that are submitted to support various claims regarding the work experience etc should be signed by an officer not below the rank of Executive Engineer / Under Secretary in case of Government Department, and General Manager / Project Manager in case of private bodies.
- 5.9. Applicants are required to file an affidavit in respect of para 5.2.2, para 5.2.3, para 5.2.4 on a non-judicial stamp paper of Rs.10/- so as to authenticate the facts as stipulated in these paragraphs. A template of the proposed affidavit is given at Annexure- 6.
- 5.10. While filing the affidavit applicants shall explicitly mention all contracts that are in arbitration / dispute if any and shall provide details of all such cases as a separate list attached the affidavit.
- 5.11. The Institute reserves the right to complete the primary eligibility check based on details furnished in the application without seeking any additional information.
- 5.12. **Any queries, discrepancy, error, ambiguity in the RFP and its contents must be brought to the notice of the Acting Superintending Engineer of the Institute, in writing through the e-mail (rakeshkv@iitk.ac.in) within 10 days of the date of issue of the RFP.**
- 5.13. **No individual response shall be given to any communication. Responses to all queries, clarifications, corrigendum, addendum shall only be posted on the web site of the institute www.iitk.ac.in/iwd/tenderhall.htm & www.eprocure.gov.in/eprocure/app.**

6. Other Conditions

- 6.1. All applicants are advised to visit the web site of the institute regularly for updates about the RFP.
- 6.2. Applicants shall submit all documents in the form and manner specified in the RFP.

- 6.3. Applicants should sign each page of the RFP document (which should be numbered) and submit the scanned copy of the same with the proposal in Cover-1. Additional pages should also be numbered and signed.
- 6.4. The Institute reserves the right to seek more details regarding the proof of qualifications, experience and capabilities of the key personnel.
- 6.5. The Institute reserves the right to reject any or all applications / proposals without assigning any reason thereof.
- 6.6. The documents and other information provided by the Institute or concepts and material submitted by the Applicants to the Institute shall remain or become the property of the Institute.
- 6.7. All Applicants are to treat all information provided as strictly confidential.
- 6.8. The Institute reserves the right to amend, alter, modify, add and/or delete, in part or in full, any requirements or terms and conditions contained in the Request for Proposal including, but not limited to, the deadlines for submission, the submission requirements, and any other information, at any time during the selection process, which shall be binding on all applicants.
- 6.9. The Institute reserves the right to issue corrigenda and addenda, at any stage of the selection process, to this Request for Proposal which shall be binding on all applicants.
- 6.10. The Institute reserves the right to cancel or withdraw this Request for Proposal at any time.
- 6.11. Applicants are requested not to seek any extension of the due date of submittals at any stage.
- 6.12. **Disqualifications:** The Institute may, at its sole discretion and without assigning any reasons whatsoever reject any application at any stage of the selection process and/or debar the applicant and/or terminate the agreement with the architect selected through this process, if:
 - 6.12.1. The Applicant has made misleading statements; or if any of the documents / certificates as submitted are found to be fabricated or false; or a material misrepresentation is made or discovered; or the Applicant does not provide the responses sought by the Institute within the stipulated period.
 - 6.12.2. The applicant submits a proposal that is incomplete or not accompanied by such documents as are required by the Institute; or the applicant fails to provide clarifications related thereto, when sought.
 - 6.12.3. The applicant fails to submit document(s) that are sought as a part of this RFP, strictly in the form and manner specified by The Institute.
 - 6.12.4. The applicant has been declared ineligible by the Government of India or a State / UT Government / public sector organization / autonomous institution / university for corrupt and fraudulent practices, or blacklisted;
 - 6.12.5. The applicant is found to be indulging in activities that may directly or indirectly attempt to influence the process of selection either in their own favour or against any other participants.
- 6.13. All provisions in this document are supplementary and complementary to each other and are not to be read in isolation.
- 6.14. **Integrity Pact:** The contractor shall download the Integrity Pact, which is a part of tender documents, affix his signature in the presence of a witness, and upload the same while submitting online bids. In the event of his failure to sign and upload the Integrity Pact along with other bid documents, his bid shall be rejected.
- 6.15. Integrity Pact should be signed and executed on a non-judicial stamp paper of Rs. 100.00 and applicable for all tenders of threshold value above Rs. 1 Crore as per section 5.

- 6.16. The duly filled Integrity Pact as per section 5 and the clause mentioned in eligibility criteria must be submitted in hardcopy to the Office of Superintending Engineer, IWD, IIT, Kanpur during the bid submission period. Any partially filled in Integrity Pact or forms will cause Rejection. Institute reserves all rights to reject the bids, if the original Integrity Pact is not submitted as per section.5
- 6.17. The CVC vide its letter No. 022/VGL/078/546789 dated 04.05.2023 and subsequently Ministry of Education vide No. C-34014/1/2022-Vig. Dated 25.05.2023 has appointed following persons as IEMs for IIT Kanpur for three years.
- a) Shri Ranvir Singh (E-mail: IEM1@iitk.ac.in)
 - b) Shri P.V.V. Satyanarayana (E-mail: IEM2@iitk.ac.in)

ANNEXURES

LIST OF ANNEXURES TO BE FILLED, SIGNED AND SCAN COPY OF THE SAME TO BE UPLOADED ON CPP PORTAL <http://eprocure.gov.in/eprocure/app>)

ANNEXURE 01	CHECKLIST FOR PRIMARY ELIGIBILITY CRITERIA
ANNEXURE 02(a)	EVALUATION CRITERIA FOR ACADEMIC BUILDINGS
ANNEXURE 02(b)	EVALUATION CRITERIA FOR NON-ACADEMIC BUILDINGS
ANNEXURE 03	FORMAT OF COVER LETTER
ANNEXURE 04	APPLICANT'S PROFILE
ANNEXURE 05	FORMAT OF LETTER OF CONSENT
ANNEXURE 06	FORMAT OF AFFIDAVIT
ANNEXURE 07	APPLICANT'S EXPERIENCE: DATA CHART
ANNEXURE 08	APPLICANT'S EXPERIENCE: PROJECT SHEET
ANNEXURE 09	KEY PROFESSIONAL STAFF EMPLOYED
ANNEXURE 10	CURRICULUM VITAE OF KEY PROFESSIONAL STAFF
ANNEXURE 11	DETAILS OF TURNOVER
ANNEXURE 12	DRAFT AGREEMENT OF ARCHITECT
ANNEXURE 13	FORMAT FOR SUBMISSION OF FINANCIAL PROPOSAL
ANNEXURE 14	COA NOTIFICATION
ANNEXURE 15	INTEGRITY PACT

ANNEXURE- 01

Empanelment of Architects
Preparation of List of Eligible Applicants

CHECKLIST FOR PRIMARY ELIGIBILITY CRITERIA (STAGE - 1)
To be Filled by the applicant

NAME OF THE APPLICANT:**ADDRESS:****CONTACT DETAILS:**

Primary Eligibility Criteria	Details of Documentary Evidence to be submitted in support of statement / claim	Submitted (on page no.)
Para 5.2.1 Applicant may be a consulting firm involved in rendering architectural and engineering design services with minimum of ten (10) years of experience preceding the date of the submission of the proposal.	<ul style="list-style-type: none"> • Copy of registration deed of Architectural Firm along with deed of any predecessor organization if Applicable. • Copies of COA certificates of all owners. 	
Para 5.2.2 Applicant should not be under liquidation, court receivership or similar proceedings.	<ul style="list-style-type: none"> • Solvency certificate from Banker • Affidavit as per annexure -6 on a non judicial stamp paper of Rs.10/- 	
Para 5.2.3 Applicant is ineligible to submit a proposal, if it or any of its constituents has been barred or blacklisted by any Central and / or State Govt in India.	<ul style="list-style-type: none"> • Affidavit as per annexure -6 on a non judicial stamp paper of Rs.10/- 	
<p>Para 5.3.1. Applicant shall have minimum average annual turnover of Rs. Two (02) Crore with net profit as per audited financial results in the preceding five (5) financial years from the date of the submission of the proposal.</p> <p><i>For the purposes of turnover only the 'fee' received on account of relevant consultancy services shall be taken into account.</i></p> <p><i>The year means Financial Year from 1st April to 31st March.</i></p>	<ul style="list-style-type: none"> • Complete audited balance sheet for the last five financial years duly certified by the Chartered Accountant. 	
Para 5.4.1 The Applicant must have successfully rendered comprehensive architectural and engineering design consultancy services for 'similar buildings' with gross total built up area of 50,000 sqm or more in one or more buildings in respective category as per clause 5.4.2.1 and 5.4.2.2	<ul style="list-style-type: none"> • Copies of work orders • Work completion certificates <p><i>References and certificates from various organizations to be signed by an officer not below the rank of Executive Engineer / Under Secretary in case of Govt. Department, and General Manager in case of private bodies</i></p>	

Note:

- Please read in this annexure in conjunction with Annexure- 3
- Please provide sufficient information and valid proof for each parameter/factor assigned in the Primary Eligibility Criteria. If sufficient information and valid proof is not available about some parameter/factor during eligibility check, the applicant may be rendered ineligible for evaluation.
- Indian Institute of Technology Kanpur reserves the right to take decisions at its sole discretion in case of any doubt regarding any eligibility criteria and the proof thereof

Empanelment of Architects
Preparation of Short List of Applicants

EVALUATION CRITERIA FOR ACADEMIC BUILDINGS (STAGE- 2)

NAME OF THE APPLICANT:

ADDRESS:

CONTACT DETAILS:

S. No.	Criterion	Maximum Marks
A	Organizational and Professional Strength	35
(i)	<p>Period of Architectural Practice* up to the date of issue of the RFP.</p> <p>Upto 5 years – Marks 1.25</p> <p>More than 5 years – Add 0.25 Marks (to above marks) for each year completed above 5 years subject to maximum 5 marks total.</p> <p><i>*in case of change of name or ownership of applicant's firm please provide authentic legal proof to establish the original date of commencement of professional practice as Architect.</i></p>	5
(ii)	<p>Professional strength of the Architect(s) who are Principal Owner / Partner of the Applicant firm.</p> <p><i>Marks to be awarded based on the personal CV demonstrating design innovation, achievements in terms of quality of design works, landmark buildings, publications, honours and awards received from national and international professional bodies, representation on international and national professional forums etc.</i></p>	5
(iii)	<p>Professional strength – Architecture</p> <p>In-house Architects employed with the applicant firm:</p> <ul style="list-style-type: none"> ● Architects (with B.Arch. degree or equivalent) <p>Marks 'per employee' on experience*:</p> <p style="text-align: right;">>15 years: 1.5 marks</p> <p style="text-align: right;">>7 and upto 15 years: 1.0 marks</p> <p style="text-align: right;">>3 and upto 7 years: 0.5 marks</p> <ul style="list-style-type: none"> ● Architects (with Masters' degree or equivalent in Architecture, Planning, Urban Design, Environment/Energy/Building Sciences Management/other discipline relevant to building design and construction) <p>Marks 'per employee' on experience*:</p> <p style="text-align: right;">>15 years : 02 marks</p> <p style="text-align: right;">>7 and upto 15 years: 1.5 marks</p> <p style="text-align: right;">>3 and upto 7 years: 01 marks</p> <p><i>* Experience shall be counted from the date of declaration of result of the qualifying exam.</i></p>	15
(iv)	Professional Strength – Civil and Structural Engineering	5

	<p>>40 and upto 50 crore: 4 marks >30 and upto 40 crore: 3 marks >20 and upto 30 crore: 2 marks >10 and upto 20 crore: 1 marks <10 crores: 0.5 marks</p> <p>IMPORTANT:</p> <ul style="list-style-type: none"> Buildings may be whole or part of a larger complex/campus. Applicant must carefully choose the the list of projects to be submitted under Experience of Work 	
(ii)	<p>HI-TECH building projects ongoing/completed since June 2014 till the date of issue of RFP:</p> <p>Marks 'per project' based on each project's cost: >50 crore: 5 marks >40 and upto 50 crore: 4 marks >30 and upto 40 crore: 3 marks >20 and upto 30 crore: 2 marks >10 and upto 20 crore: 1 marks <10 Crores: 0.5 marks</p> <p>IMPORTANT:</p> <ul style="list-style-type: none"> Hi-Tech buildings shall mean buildings with Mechanical, Electrical & Plumbing (MEP) component cost equal to or more than 35% of total project cost excluding external development and land cost. Documents giving break-up of the cost of projects clearly substantiating MEP component cost claims to be attached. 	10
(iii)	<p>Experience of design of energy efficient buildings</p> <p>Factors to be considered as "Experience"</p> <p>(a) Either walls or roofs having 'U' factor as specified in the Energy Conservation Building Codes (ECBC) section 4.3.</p> <p>(b) Vertical fenestration complying with the ECBC requirements as specified in section 4.3.3.</p> <p>(c) Use of energy simulation program for building design (Provide brief description and simulation results)</p> <p>(d) Energy efficient HVAC system as specified in the ECBC section 5.2.2.</p> <p>(e) Implementation of building automation system: timer based controls, motion, sensors, etc.</p> <p>Maximum of 2 marks per project, subject to maximum 10 marks total</p>	10
(iv)	<p>Experience of GRIHA / LEED certification in projects completed since June 2014 till the date of issue of RFP.</p> <p>Maximum of 2 marks per project, subject to maximum 10 marks total</p>	5
(v)	<p>Quality of Architectural Designs of Works Completed</p> <p>Marks will be awarded by the expert committee based on architectural appreciation of works completed, especially reviewing the designs of new building works done in old educational campuses.</p>	5

C	FINANCIAL CAPACITY	10
(i)	<p>Gross Financial turnover in last five financial years</p> <p>Up to Rs. 2.0 crores – 5 marks</p> <p>More than Rs. 2.0 crores – 1 mark for every Rs. 0.4 crore (or part thereof) above Rs. 2.0 crore subject to limit of maximum 10 marks.</p> <p><i>IMPORTANT:</i></p> <ul style="list-style-type: none"> • <i>Audited financial results of all relevant years and summary to be submitted as per Annexure</i> • <i>Gross Financial turnover shall mean the sum total of the Annual Financial turnovers in the last five financial years of the applicant firm.</i> • <i>For the purposes of turnover only the ‘fee’ received on account of consultancy services shall be taken into account.</i> 	10
	TOTAL A to C	100

Note:

- i. Evaluation of Professional Strength and Experience of work shall be done on the basis of the **list of top 12 projects** submitted by the applicant.
- ii. Please provide sufficient information and valid proof for each parameter/factor assigned for calculating the marks in the evaluation criteria. If sufficient information and valid proof is not available about some parameter/factor during evaluation, Zero (0) marks may be assigned to that parameter/factor.
- iii. Information as sought at A(iv) and A(v) is to be given separately for in-house or with the consultant associated as per the prescribed formats given in annexures.
- iv. Completed/ongoing projects shall be considered for evaluation only wherever specified in the particular evaluation criteria.
- v. Wherever sought, “experience” as on date of issue of RFP shall be considered for all purposes unless stated otherwise in the particular evaluation criteria
- vi. The Expert Committee/Jury appointed by the Indian Institute of Technology Kanpur at its sole discretion, shall have the right to interpret various aspects of the evaluation criteria as it deems fit. The decision of the Expert Committee/ Jury on such interpretation and awards of marks shall be final and binding on all. No reasons whatsoever shall be furnished regarding award of marks.

Empanelment of Architects
Preparation of Short List of Applicants

EVALUATION CRITERIA FOR RESIDENTIAL BUILDINGS (STAGE- 2)

NAME OF THE APPLICANT:

ADDRESS:

CONTACT DETAILS:

S.No.	Criterion	Maximum Marks
A	Organizational and Professional Strength	35
(i)	<p>Period of Architectural Practice* up to the date of issue of RFP.</p> <p>Upto 5 years – Marks 1.25</p> <p>More than 5 years – Add 0.25 Marks (to above marks) for each year completed above 5 years subject to maximum 5 marks total.</p> <p><i>*in case of change of name or ownership of the applicant's firm please provide authentic legal proof to establish the original date of commencement of professional practice as Architect.</i></p>	5
(ii)	<p>Professional Strength of the Architect who are Principal Owner/Partner of the Applicant firm.</p> <p><i>Marks to be awarded based on the personal CV demonstrating design innovation, achievements in terms of quality of design works, landmark buildings, publications, honours and awards received from national and international professional bodies, representation on international and national professional forums etc.</i></p>	5
(iii)	<p>Professional strength - Architecture</p> <p>In-house Architects employed with the applicant firm:</p> <ul style="list-style-type: none"> ● Architects (with B.Arch. degree or equivalent) <ul style="list-style-type: none"> Marks 'per employee' on experience*: >15 years: 1.5 marks >7 and upto 15 years: 1.0 marks >3 and upto 7 years: 0.5 marks ● Architects (with Master degree or equivalent in Architecture, Planning, Urban Design, Environment/Energy/Building Sciences Management/other discipline relevant to building design and construction) <ul style="list-style-type: none"> Marks 'per employee' on experience*: >15 years : 2.0 marks >7 and upto 15 years: 1.5 marks >3 and upto 7 years: 01 marks <p><i>* Experience shall be counted from the date of declaration of result of the qualifying exam.</i></p>	15
(iv)	Professional Strength – Civil and Structural Engineering	5

	<p>>40 and upto 50 crore: 4 marks >30 and upto 40 crore: 3 marks >20 and upto 30 crore: 2 marks >10 and upto 20 crore: 1 marks <10 crores: 0.5 marks</p> <p>IMPORTANT:</p> <ul style="list-style-type: none"> • <i>Buildings may be whole or part of a larger complex/campus. Applicant must carefully choose the the list of projects to be submitted under Experience of Work</i> 	
(ii)	<p>Experience of design of energy efficient buildings</p> <p>Factors to be considered as “Experience”</p> <p>(a) Either walls or roofs having ‘U’ factor as specified in the Energy Conservation Building Codes (ECBC) section 4.3. (b) Vertical fenestration complying with the ECBC requirements as specified in section 4.3.3. (c) Use of energy simulation program for building design (Provide brief description and simulation results) (d) Energy efficient HVAC system as specified in the ECBC section 5.2.2. (e) Implementation of building automation system: timer based controls, motion, sensors, etc.</p> <p>Maximum of 2 marks per project, subject to maximum 10 marks total</p>	15
(iii)	<p>Experience of GRIHA / LEED certification in projects completed since June 2014 till the date of issue of RFP.</p> <p>Maximum of 2 marks per project, subject to maximum 10 marks total</p>	5
(iv)	<p>Quality of Architectural Designs of Works Completed</p> <p><i>Marks will be awarded by the expert committee based on architectural appreciation of works completed, especially reviewing the designs of new building works done in old educational campuses.</i></p>	10
C	FINANCIAL CAPACITY	10
(i)	<p>Gross Financial turnover in last five financial years</p> <p>Up to Rs. 2.0 crores – 5 Marks</p> <p>More than Rs. 2.0 crore – 1 Mark for every Rs. 0.4 crore (or part thereof) above Rs. 2.0 crore subject to limit of maximum marks.</p> <p>IMPORTANT:</p> <ul style="list-style-type: none"> • <i>Audited financial results of all relevant years and summary to be submitted as per Annexure</i> • <i>Gross Financial turnover shall mean the sum total of the Annual Financial turnovers in the last five financial years of the applicant firm</i> • <i>For the purposes of turnover only the ‘fee’ received on account of consultancy services shall be taken into account.</i> 	10
	TOTAL A to C	100

Note:

- i. Evaluation of Professional Strength and Experience of work shall be done on the basis of the **list of top 12 projects** submitted by the applicant.
- ii. Please provide sufficient information and valid proof for each parameter/factor assigned for calculating the marks in the evaluation criteria. If sufficient information and valid proof is not available about some parameter/factor during evaluation, Zero (0) marks may be assigned to that parameter/factor.
- iii. Information as sought at A(iv) and A(v) is to be given separately for in-house or with the consultant associated as per the prescribed formats given in annexures.
- iv. Completed/ongoing projects shall be considered for evaluation only wherever specified in the particular evaluation criteria.
- v. Wherever sought, "experience" as on date of issue of RFP shall be considered for all purposes unless stated otherwise in the particular evaluation criteria
- vi. The Expert Committee/Jury appointed by the Indian Institute of Technology Kanpur at its sole discretion, shall have the right to interpret various aspects of the evaluation criteria as it deems fit. The decision of the Expert Committee/ Jury on such interpretation and awards of marks shall be final and binding on all. No reasons whatsoever shall be furnished regarding award of marks.

Format of COVER LETTER TO BE SUBMITTED WITH PROPOSAL

Dated:

From:

.....

To:

Director,
 Indian Institute of Technology Kanpur
 G.T. Road, Kalyanpur, Kanpur
 Uttar Pradesh, India

Subject: **Empanelment of Architects** <state the category>

Dear Sir,

- 1.) We have examined the details given in Request For Proposal (RFP) Document provided by Indian Institute of Technology Kanpur for the afore-mentioned subject work.
- 2.) We have incorporated all the requirements of the proposal document in our offer.
- 3.) We also agree that Indian Institute of Technology Kanpur, or their authorized representatives can approach individuals, employers and organizations, to verify our competence and general reputation.
- 4.) We accept to abide by the terms and conditions of the selection process.
- 5.) We give consent for public exhibition and publication of the material submitted by us and shall not claim any royalty from Indian Institute of Technology Kanpur in this regard.
- 6.) We are submitting our complete set of documents listed as under:

Serial No.	Name of Document	Paper size (e.g. A1 or A4 etc.)	Total Number of pages including annexures, cover page, etc. complete
1			
2			
3			

Thank you.

Yours faithfully,

*Signature of Applicant/Authorized signatory:**Name of Signatory:**Designation:**Name and address of Applicant:**Contact number:**Fax:**Email:**Seal of the Organization*

APPLICANT'S PROFILE:

1.	Name of Applicant:								
2.	State the structure of the applicant's organization: (indicate as appropriate)								
3.	<p>Individual applicant to provide this information:</p> <ol style="list-style-type: none"> 1. Name of the firm: 2. Owner(s) of the firm: 3. Legal status of firm: 4. COA Registration No. of owner/s: 5. Year of Registration of firm: 6. Registered address: 7. Principal place of business: 8. Name of contact person: 9. Contact person's designation: 10. Address, telephone, fax no., email address of contact person: 								
4.	<p>State the number of years the applicant has been in business under the business name appearing in the answer to question 3 above and undertaking work similar in scope and nature of work for which shortlisting is sought</p> <table border="0" style="width: 100%;"> <thead> <tr> <th style="text-align: left;">Name</th> <th style="text-align: left;">No. of years</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td></td> </tr> <tr> <td>2.</td> <td></td> </tr> <tr> <td>3.</td> <td></td> </tr> </tbody> </table>	Name	No. of years	1.		2.		3.	
Name	No. of years								
1.									
2.									
3.									
5.	<p>Individual applicant should compile a list showing their previous experience of work as per Annexures- 7 and 8 in the manner and for the period indicated in the annexures (attach separate sheets duly referred to as in response to question 6)</p> <ul style="list-style-type: none"> ● Do you authorize Indian Institute of Technology Kanpur to make enquiries with any of the clients listed by the applicant? Yes / No ● Have you provided information regarding previous experience of work as per Annexures- 7 & 8? Yes / No 								

6.	<ul style="list-style-type: none">● Whether Individual applicant has an in-house facility of all services and related staff? Yes / No● If yes, whether necessary documents regarding staffing with various services consultancy organizations are attached with this proposal? Yes / No
----	--

Note:

- Indian Institute of Technology Kanpur reserves the right to seek additional documentary evidence from applicants in support of their respective statements.

Format of LETTER OF CONSENT
[On Company's/Firm's letterhead]

Reference:

Date:

The Superintending Engineer
Institute Works Department,
Indian Institute of Technology Kanpur
G.T. Road, Kalyanpur, Kanpur
Uttar Pradesh, India

LETTER OF CONSENT
Empanelment of architects for IIT Kanpur for 2024-2029

Dear Sir,

We hereby submit our consent and our willingness for participation in the process of Empanelment of architects for Indian Institute of Technology Kanpur as explained in the Proposal. In support, we submit all the necessary information and relevant documents in the manner and format as required for our participation in the selection process for the same.

The submission is made by us, on behalf of in the capacity of.....duly authorized to submit the proposal.

We understand that Indian Institute of Technology Kanpur reserves the right to reject the submission, without assigning any reason.

Yours faithfully,

Signature of Applicant:

(Should be signed by authorized representative of Applicant)

Name of Signatory:

Designation:

Name and address of firm:

Contact number:

Fax:

Email:

Enclosures:

1. Copy of Power of Attorney or Authority letter authorizing the representative to sign on behalf of the Firm.

Format of AFFIDAVIT
TO BE SWORN ON NON-JUDICIAL STAMP PAPER OF RS.10/- DULY NOTARIZED

AFFIDAVIT

*I/We....., as the *Proprietor / Partner of (mention name of firm and its complete address) do hereby solemnly affirm and declare as under:-

1. That our Firm i.e. (mention name of firm) is registered vide Registration No.....under the provisions of (mention the name of the Act).
2. That our Firm i.e. (mention name of firm) has applied in response to the proposal for Empanelment of Architects for 2024-2029 for Indian Institute of Technology Kanpur.
3. That..... (mention name of firm) is eligible to submit the aforesaid proposal as it not is under liquidation, court receivership or similar proceedings.
4. That (mention name of firm) has not been barred and/or blacklisted by the Central Government and/or any State Government of India at any time prior to the date of submitting this affidavit.
5. That (mention name of firm) has, during the last five years, neither failed to perform on any agreement nor was expelled from any project or agreement nor any agreement terminated for any breach by the applicant.
6. That (mention name of firm) has no contracts with the state/central government that are in arbitration. *(In case some contract (s) are in arbitration give the details of such contract in a schedule to be attached with this affidavit)*

DEPONENT

VERIFICATION

*I/we..... the above named deponent do hereby verify that the contents of the aforesaid paragraphs 1 to 6 are true and correct to the best of *my/our knowledge and belief and nothing is concealed there from.

Verified at.....(place)this..... Day of 2024.

(* Strike off whichever is not applicable)

DEPONENT

APPLICANT'S EXPERIENCE: DATA CHART

Details of major projects (Top 12 projects) executed since June 2014, in support of Evaluation Criteria at Annexure- 02. Applicants must choose the best works as per their priority.

NAME OF THE ORGANIZATION:

Serial No.		
Name of Work		
Nature of work (academic/research/institutional/commercial/any other (mention type))		
Client Profile Client Profile (Tick relevant box)	Govt./PSU /autonomous body	
	Private	
Address and contact detail of client		
Date of award and completion	Award (DD/MM/YYYY)	
	Completion (DD/MM/YYYY)	
Whether participated as single firm/ Lead member/member of consortium		
Total Project Cost [exclude land cost] (Rupees in crores)		
External Development component Cost (Rupees in crores)		
MEP component cost (Rupees in crores)		
Consultancy fee (Rupees in crores)		
Total Site area (acres / hectares)		
Built-up area (square metres)	Total	
	Ongoing	
	Near Completion	
	Handed over	
Current Status of Project (Tick relevant box)	Ongoing	
	Near Completion	
	Completion	
	Handed over	
Name of Green certification registered/awarded		
Features of energy efficient building		
List of all supporting documents attached (per project)		

Note:

- The list of works is to be compiled as per the format above giving reference to specific evaluation criterion for which the work is being listed.
- Copy of supporting documents should be enclosed (in the form of self-attested certificates / agreements / appointment orders / contract / certification provided by the Project owners / relevant agencies.
- Where currency conversion is used, specify the exchange rate and its date.

APPLICANT'S EXPERIENCE: PROJECT SHEET
(For each project as listed in Annexure-8)

NAME OF THE ORGANIZATION:

1.	Project name :
2.	Location :
3.	Name of client :
4.	Address:
5.	Name of contact person: Title: Telephone no: Email:
6.	Approx. value of contract (Rupees in crores):
7.	Approx. value of the services provided by your firm under the contract (Rupees in crores):
8.	Start date (month /Year): Completion date (month/ year):
9.	Name of associated architect/consultant if any:
10.	Name of senior professional staff of your firm involved and function perform: (Indicate key profile such as project Director / Co-ordinator, team leader)
11.	Very brief (about 150 words) project narrative:
12.	Total built-up area (in sqm): (Give separate information about area handed over / near completion / on going construction)
13.	Brief description of special features including "Hi-Tech Buildings" as defined in Annexure-2 A & B (Give break up of various projects component cost for e.g. Civil, Interiors, MEP, external development besides others)
14.	Any green technologies /features used: (particularly for climate control; energy, water and waste management)
	Any features of energy efficient buildings as specified in ECBC.
15.	Any certification from GRIHA / LEED awarded.

Note:

- The information is to be given by individual applicant.
- Copy of supporting documents (in the form of certificates received) should be enclosed.
- Where currency conversion is used, specify the exchange rate and its date.

KEY PROFESSIONAL STAFF EMPLOYED:

Individual applicants must indicate the key professional staff employed (as on date of submission of proposal) in following indicative categories:

NAME OF THE ORGANIZATION:

(i) **Architecture-** In-house Architects employed with the applicant firm:

S. no.	Specialization (Group individuals under respective specializations)	Name of Individual	Qualifications	Present designation in the organization	Overall Experience (in years)			Tenure in the organization with date of joining DD/MM /YY	Short CV duly signed by the person attached. (tick if done)	Remarks
					>15	> 7 and ≤ 15	> 3 and ≤ 7			
1	Architects in- Architecture Planning Urban Design Environment Energy Building Sciences management Other discipline relevant to building design and construction									

(ii) **Civil and Structural Engineering-** In-house or with the lead architect associated (Please tick either in-house or with the lead architect associated)

Serial no.	Specialization (Group individuals under respective specializations)	In-house	W..... With the lead architect associated	Name of Individual	Qualifications	Present designation in the organization	Overall Experience (in years)			Tenure in the organization with date of joining DD/MM/YY	Short CV duly signed by the person attached. (tick if done)	Remarks
							> 15	> 7 and ≤ 15	> 3 and ≤ 7			
1	<ul style="list-style-type: none"> Civil Engineers Quantity surveyors 											

(iii) **Mechanical Electrical and Plumbing Services-** In-house or with the lead architect associated (Please tick either in-house or with the lead architect associated)

Serial no.	Specialization (Group individuals under respective specializations)	In-house	W..... With the lead architect associated	Name of Individual	Qualifications	Present designation in the organization	Overall Experience (in years)			Tenure in the organization with date of joining DD/MM/YY	Short CV duly signed by the person attached. (tick if done)	Remarks
							> 15	> 7 and ≤ 15	> 3 and ≤ 7			
1	<ul style="list-style-type: none"> Electrical Engineers Mechanical Engineers Quantity surveyors Other professional / Scientific staff 											

Note: Please provide curriculum vitae of key professional staff employed as per Annexure 10

CURRICULUM VITAE OF KEY PROFESSIONAL STAFF AS LISTED IN ANNEXURE 9:

- CVs in maximum of two pages should be submitted containing the following heads in the **exact order** as below:
 1. Self-Attested Photograph
 2. Name
 3. Age
 4. Date of birth
 5. Qualifications
 6. Experience in years (separately for each individual field of expertise if more than one)
 7. Present Employment Details
 8. Previous Employment Details
 9. Name, nature, size of similar works handled
 10. Duties and responsibilities therein
 11. Publications
 12. Personal awards and recognition
 13. Professional memberships
 14. Other professional involvements (in fields of expertise)
 15. Signature with date & place

Details of Gross financial Turnover and Net profit in Last 5 Years

Individual Applicants should provide details of turnover for last five years.

Year	Financial Turnover (Rupees in Crores)	Net Profit (Rupees in Crores)	Details at page no.
2023-24			
2022-23			
2021-22			
2020-21			
2019-20			
Gross for five years			

- Attach audited financial results.
- Complete balance sheet for the five financial years duly certified by the Chartered Accountant shall also be attached.
- For the purposes of turnover only the 'fee' received on account of relevant consulting services shall be taken into account.
- The year means Financial Year from 1st April to 31st March.



INDIAN INSTITUTE OF TECHNOLOGY, KANPUR

CONTRACT

FOR

**CONSULTANCY SERVICES FOR COMPREHENSIVE
ARCHITECTURAL AND ENGINEERING DESIGN**

OF

NAME OF PROJECT/BUILDING _____

**INDIAN INSTITUTE OF TECHNOLOGY KANPUR
G.T. ROAD KALYANPUR, KANPUR – 208016
UTTAR PRADESH, INDIA**

This **CONTRACT** (hereinafter called the "Contract") is made on the _____ day of <month>, <Year> at Kanpur, Uttar Pradesh, by and between

The Indian Institute of Technology, Kanpur, incorporated as a body corporate under the Institute of Technology Act 1961 (No. 59 of 1961), **represented by the Director, IIT Kanpur, duly authorized and competent to execute this agreement**, hereinafter referred to as The Institute / Institute / IIT Kanpur which expression unless repugnant to context or meaning thereof shall include its successors, affiliates and assigns, of the **First Part**.

and

M/s. ccccx ASSOCIATES, <registered address>, represented by Ms / Mr. <name> <designation>, duly authorized and competent to execute this agreement, hereinafter referred to as "**the Architect**" which expression unless repugnant to context or meaning thereof shall include its successor, affiliates and assigns, of the **Second Part**.

WHEREAS,

- (A) The Institute has requested the Architect to provide the services as per scope of work attached with this Contract (hereinafter called the "Services"); as Appendix C thereto.
- (B) The Architect, having represented to the Institute that they have the required professional skills, personnel, and technical resources, have agreed to provide the Services as aforesaid on the terms and conditions set forth in this Contract;

1.0 NOW THEREFORE the parties hereto hereby agree as follows:

The mutual rights and obligations of the Institute and the Architect shall be as set forth in the Contract; in particular:

- (a) The Architect shall carry out the Services in accordance with the provisions of the Contract; and
- (b) The Institute shall make payments to the Architect in accordance with the provisions of the Contract.

NOW THIS AGREEMENT WITNESSETH as follows.

- (a) In consideration of the payments to be made by the Institute to the Architect as hereinafter mentioned, the Architect hereby covenants with the Institute to execute and complete the works and remedy any defects therein in all respects within the provisions of the Contract.
- (b) The Institute hereby covenants to pay the Architect in consideration of the execution and completion of the works as per the scope of work to the satisfaction of the Institute and upon

remedying of any defects, if any therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

The Parties agree specifically that the following documents attached hereto shall be deemed to form an integral part of this Contract and the expression "Contract" shall be construed and applied accordingly:

Appendix-A Request for Proposal, Financial Proposal duly signed by the Architect.

Appendix-B Letter of Intent dated dd.mm.yyyy issued by the Institute and Letter of Acceptance dated dd.mm.yyyy by the Architect

Appendix-C Schedule of Scope of Services

Appendix-D Schedule of Payment

Appendix- E Schedule of Deliverables (Time Schedule)

2.0 DEFINITIONS AND INTERPRETATIONS

2.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this contract have the following meaning:

- a. **Applicable Law:** means all the laws, by-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions, judgments, decrees and any other instruments having the force of law in the country as they may be issued and in force from time to time.
- b. **Affiliate:** means, with respect to any Party, any other entity that, directly or indirectly: (i) Controls such party; (ii) is Controlled by such party; (iii) is Controlled by the same person who, directly or indirectly, Controls such party ; and “Control” with respect to any person, shall mean: (a) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such persons whether through the ownership of voting share capital, by agreement or otherwise or the power to elect more than one-half of the directors, partners or other individuals exercising similar authority with respect to such person; (b) the possession, directly or indirectly, of a voting interest of more than 50% (Percentage); and the terms “Controlling” and “Controlled by” shall be construed accordingly.
- c. **Institute:** means the Party named in the Contract, who employs the Architect.
- d. **Architect or Architects:** means the party named in the Contract, who is employed as an independent professional firm by the Institute to perform the Services.
- e. **Architect in Default:** means non-performance of the work assigned to the Architect or Architects as per scope of work within the time limit prescribed for or failure to carry out the instructions of the Institute in compliance of the work assigned.
- f. **Confidential Information:** means all Documentation and other technical or commercial information in any form obtained directly or indirectly from the Institute by the Architect, or from the Architect by the Institute, or which is generated by the Architect in connection with the Contract, other than the information;
 - i) Which is or becomes publicly available other than by any unauthorized actions of either of the Parties to the Contract;
 - ii) Which is or comes into possession of one Party other than in breach of a duty of confidence to the other Party; or
 - iii) Which is expressly approved for disclosure by the Party to whom the information relates.
- g. **Contract:** means this Contract signed by the Parties, together with all other documents listed in Clause 1.2 of this Contract.
- h. **Contract Price:** means the fee to be paid for the performance of the Services, in accordance with Clause 6 of this Contract.
- i. **Corrupt Practices:** means the offering, giving, receiving, soliciting of anything of value or in kind to influence the action of a public official in the selection process or in contract execution.
- j. **Development Cost:** means the cost of construction of buildings and all related works/ infrastructure for which design services have been rendered by the Architect taken as least of the following three;

- (i) ESTIMATED cost as per detailed estimates of the works designed by the architect and approved / sanctioned by the Institute
- (ii) TENDERED costs of the works designed by the architect.
- (iii) ACTUAL costs of the works executed on the site and designed by the Architect
The following shall not be included in calculating the above ACTUAL cost.
 - 1. The cost of land;
 - 2. Statutory payments such as fees, development charges, service connection deposits / charges, premiums etc. with any local authority / statutory body / Government;
 - 3. Cost of specific bought out items viz., loose Furniture and furnishings, Elevators, Escalators, Window / Split ACs, Kitchen equipment, Laboratory equipment and Diesel Generator Sets, for which only provision in the space planning, structural design, utilities design/ connectivity and basic specifications shall be provided by the Architect.
 - 4. Payment on account of arbitration award, if any, and Institute's administrative expenses.
 - 5. Fees paid/payable to the Architect by the Institute in terms of this Contract.
 - 6. The GST as applicable, payable in addition to the above fee.
- k. **Documentation:** shall include any document in paper or electronic form, including drawings, technical software, images, designs, manuals, reports, or records.
- l. **Fraudulent Practice:** means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Institute, and includes collusive practice among Architect (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Institute of the benefits of free open competition.
- m. **Government:** means the Government of India including Central Government, State Government and Local Authorities.
- n. **Local Authorities:** means Municipal Corporation, Panchayats, District Administration and all other statutory bodies.
- o. **Local Currency:** means the currency of the Government of India in Indian Rupees.
- p. **Member:** means any person(s) working directly or indirectly for the Architect or sub-architects appointed by the Architect.
- q. **Material Adverse Effect:** means material adverse effect on (i) the ability of the Architect to observe and perform any of its rights and obligations under and in accordance with the provisions of this Agreement and / or (ii) the legality, validity, binding nature or enforceability of this Agreement.
- r. **Month:** means an English calendar month.
- s. **Notice of Demand:** means written communication by e-mail or by India Post or by any other mode of service by the Institute to the Architect demanding compliance of work, assignment, instructions or to cure and remedy any defect.
- t. **Party:** means the Institute or the Architect, as the case may be, and Parties means both of them.
- u. **Project Engineer:** means the Superintending Engineer of the Institute or in his absence any other person(s) so appointed or authorized by the Director, Indian Institute of Technology, Kanpur

- v. **Project Management Consultant (PMC):** means any agency / organization appointed by the Director, Indian Institute of Technology Kanpur for rendering project management services timely and qualitative completion of the Project.
- w. **Schedule of Payment:** means the Payment Schedule as appended with this Contract including Forms forming part of this contract and subject to changes / amendments / Re-scheduling / modifications as approved by the Project Engineer from time to time.
- x. **Performance Guarantee:** means the security deducted from the bills as guarantee for the performance of its obligations in respect of the Architect.
- y. **Personnel:** means persons hired by the Architect or by any Sub-architects as employees and assigned to the performance of the Services or any part thereof.
- z. **Professional Associate(s):** means any entity appointed by the Architect for any part of service(s) which are to be provided by the Architect to the Institute in terms of this Contract.
- aa. **Project:** means development of <description of the building / developmental works> including but not limited to infrastructure, services, utilities, landscape and buildings and allied services and making the same fully functional for use of the Institute.
- ab. **Scope of Services:** means the work to be performed by the Architect pursuant to this Contract as described in the Schedule of Scope of Work / Services at Appendix C to this Contract and specific subsequent additions / modifications as required for successful and timely completion of the project.
- ac. **Time Schedule:** means the Time Schedule for completion of the each activity of the scope of work, subject to changes/amendments/re-scheduling/modification as approved by the Institute from time to time as per the project wise requirement of the Institute.
- ad. **Week:** means a period of seven days commencing from Monday and ending on the succeeding Sunday.

2.2. Interpretation.

In the Contract, unless the context otherwise requires:

- a. The singular includes the plural and vice-versa and any word or expression defined in the singular shall have a corresponding meaning if used in the plural and vice-versa. A reference to any gender includes the other gender.
- b. A reference to any document, agreement, deed or other instrument (including, without limitation, references to the Contract), includes a reference to any document, agreement, deed or other instrument as may vary, amended, supplemented, restated or replaced, from time to time.
- c. A reference to any document, agreement, deed or other instrument (including, without limitation, references to the Contract), means a reference to such document, agreement, deed, or other instrument and to all appendices, annexes, schedules, and parts of such document, agreement, deed or other instrument, as the case may be.
- d. A reference to any Applicable Law includes any amendment, modification, re-enactment, or change in interpretation or applicability of such Law and a reference to any statutory body or authority includes a reference to any successor as to such of its functions as are relevant in the context in which the statutory body or authority is referred to.

- e. Where a word or phrase has a defined meaning, any other part of speech or grammatical form in respect of the word or phrase has a corresponding meaning.
- f. The words 'include' and 'including' are to be construed without limitation. The term 'herein', 'hereof', 'hereto', 'hereunder', and words similar purport refer to the Contract as a whole. Where a wider construction is possible, the words 'other' and 'otherwise' shall not be construed *ejusdem generis* with any foregoing words.
- g. In the Contract, headings are for the convenience of reference only and are not intended as complete or accurate descriptions of the content thereof and shall not be used to interpret the provisions of the Contract.
- h. Any obligation not to do something shall be deemed to include an obligation not to suffer, permit or cause that thing to be done. An obligation to do something shall be deemed to include an obligation to cause that thing to be done.
- i. The rule of interpretation which requires that a Contract be interpreted against the person or Party drafting it shall have no application in the case of this Contract.
- j. Reference to any clause number or numbers shall include reference to sub-clause.
- k. The Parties expressly agree that in the event of any conflict, inconsistency or contradiction between any clauses of this contract and in documents forming part of the contract, the documents shall be interpreted in the following order of precedence:
 - i) The provisions of this Contract will override all provisions of other documents and Appendices comprising the Contract; and
 - ii) Any decision of the Institute in relation to the priority of documents shall be final and binding upon the Architect.
- l. References to a person (or to a word importing a person) shall be construed so as to include:
 - i) Individual, firm, partnership, trust, joint venture, company, corporation, body corporate, unincorporated, body, association, organization, any government, or state or any agency of a government or state, or any local or municipal authority or other Governmental Authority (whether or not in each case having separate legal personality);
 - ii) That person's successors in title and assigns or transferees permitted in accordance with the terms of the Contract.
- m. References to a person's representatives shall be to its officers, Personnel, legal or other professional advisors, sub-contractors, agents, attorneys, and other duly authorized representatives.

3.0. EFFECTIVE DATE OF CONTRACT

This Contract shall come into effect on the date of signing of the Contract Agreement.

4.0. SCOPE OF SERVICES

The Scope of Services for the Architect to this contract as described with the schedule of scope of services appended herewith at Appendix C.

5.0. COMPLETION AND MODIFICATION OF THE CONTRACT

- 5.1** Unless terminated earlier pursuant to Clause 8 hereof, this Contract shall expire when Services have been completed as per the Time Schedule given including extension / modification, if any, done by the Institute.
- 5.2** Modification of the terms and conditions of this Contract, including any modification of the scope of work will only be made by written communication by the Institute. The Architect shall have no additional claim whatsoever due to the reduction in scope of work.
- 6.0. CONTRACT PRICE**
- 6.1.** The Contract price which means, the rates of professional fees payable to Architect for their entire services shall be ___% (___point___percent) of the 'Development Cost' of the works designed by the Architect excluding the cost of works as mentioned in 2.1(j). The Contract Price shall become payable to the Architect as per the various stages of completion of services as given in the schedule of payment appended with this Contract at Appendix D.
- 6.2 Repetitions:** If the Institute takes up the construction of buildings repeating the designs then a royalty at the rate of 10% of the fee payable as per 6.1 above will be payable for using the design, drawings, and all other documents for repetition of buildings within five years of the completion of the project(s) or the contract period whichever is earlier. Beyond the said five years if the institute uses the design to repeat any buildings, no such royalty shall be payable.
- 6.3 Escalation:** The Architect's fee shall be firm and fixed during the period of contract and no escalation or increase in fees of whatsoever degree or nature shall be allowed.
- 6.4 Reduction of Scope:** The Institute at its sole discretion reserves the right to reduce the scope of services and / or appoint any other architect / sub architect / agency / advisor without ascribing any reasons whatsoever for any part of the services required for completion of the project. The Architect in such cases shall have no claim over any fee or the profits that may have accrued to him in the event of such services being done by him.
- 6.5.** The Institute shall deduct taxes at source as applicable.
- 6.6. The Contract Price shall include:**
- (i) All direct and indirect planning, architectural, engineering, and administrative costs including profit inclusive of salaries, etc. of the Architects / professional associates and their employees.
 - (ii) All prevailing taxes except GST.
 - (iii) All consumables, papers, print media, printing / plotting, floppy disks, CD, computer use, etc.
 - (iv) For the visit to the site of the Project and / or for any meetings at Kanpur all traveling expenses, lodging & boarding expenses, local travel / transport charges up to the extent of ten visits by at least two Architects/ professional associates or their employees. (Beyond ten such visits in connection with the work the Institute shall reimburse actual travel expenses as per Institute's norms and shall provide local hospitality at the Institute's Visitors' Hostel.)
 - (v) Expenses on charges of telephone, faxes, email, couriers, stationery etc.
 - (vi) All other out-of-pocket expenses.
 - (vii) Applicable stamp duty of the contract agreement.
- 6.7** The Architect shall fulfill and comply with its entire obligation for payment of taxes both direct and indirect taxes including income tax, GST if any, and shall deduct and deposit tax deducted at source, withholding tax etc. from any payment made to employees, architects

and other service providers. No reimbursements of any tax liability of the architect (except GST tax as per prevailing applicable rates included in the Architect's bill) shall be made.

- 6.8. The architect shall obtain and provide to the Institute all necessary registrations from the Government and shall obtain and provide GST Registration, Permanent Account Number before commencement of work.

7.0. PAYMENT TO THE ARCHITECT

- 7.1. The Contract Price shall become payable to the architect on the basis of financial offer accepted by the Institute after negotiation if any and award of contract to the architect at the fee specified in Clause 6 of the Contract subject to the completion of works to the entire satisfaction of the Institute and fulfilling all conditions of the contract.

- 7.2. Payment of work done shall be made in stages after approval of the competent authority of the Institute, against the submission of bill duly certified by the Project Engineer, as per the schedule of payment attached at Appendix D to the Contract subject to the completion of works to the complete satisfaction of the Institute / Project Engineer and fulfilling all conditions of the contract.

- 7.3. The Payment of Fees shall be made in Indian Rupees.

- 7.4. Payment will be made to the account of the architect through banking channel only.

8.0. TERMINATION OF THE CONTRACT

- 8.1 The Institute may terminate this Contract by not less than thirty (30) days' written notice of termination to the architect, to be given after the occurrence of any of the events as mentioned below or the architect remains as "Architect in default" for continued period of sixty (60) days from the date of first notice of demand by the Institute. Upon completion of the notice period of thirty (30) days, the Contract shall come to an end without further reference to the architect and be deemed to be terminated from that date.

8.1.1 If the Architect

- a. Becomes bankrupt or insolvent, or,
- b. Makes arrangements with or assignment in favor of his creditor, or agrees to carry out the contract under a committee of inspection of his creditors;
- c. Being a company or corporation goes into liquidation by a resolution passed by the Board of Directors / General Body of the shareholders or as a result of court order (other than liquidation for the purpose of amalgamation or reconstruction);
- d. Has execution levied on his goods or property or the works;
- e. Assigns or sublets the contract or any part thereof otherwise than as provided for under the terms and conditions of this contract;
- f. Abandons the contract;
- g. Persistently disregards instructions of the Project Engineer or contravenes any provisions of the Contract;

- h. Fails to adhere to the agreed program of work or fails to complete the works or parts of the works within the stipulated or extended period of completion, or is unlikely to complete the whole work or part thereof within time because of poor record of progress;
 - i. Fails to take steps to employ competent and / or additional staff and personnel;
 - j. Fails to remedy any defect, discrepancy, lacuna, mistake, error whether advertent or inadvertent and fails in the performance of their obligations under the Contract;
 - k. Fails to comply with any final decision reached as a result of settlement of dispute in pursuant to Clause 10 thereof;
 - l. Submits to the Institute a false statement which has a material effect on the rights, obligations or interests of the Institute, or if the architect places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to a Institute;
 - m. In the judgment of the Institute has engaged in Corrupt or Fraudulent Practices in competing for or in executing the Contract;
 - n. Suppresses or gives wrong information while submitting the reports, drawings, and designs.
- 8.1.2 If the Institute, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;

In any such case the Project Engineer, may serve the architect with a notice in writing to that effect and if the architect does not, within seven (7) days after the delivery of such notice, proceed to make good his default in so far as the same is capable of being made good, and carry on the work or comply with such instructions as aforesaid to the entire satisfaction of the Project Engineer, the Project Engineer shall be empowered to take any action to terminate the Contract with the architect upon happening of any of the events herein above, at any time, should, in the opinion of the Project Engineer, the cessation of services becomes necessary.

Notice in writing from the Project Engineer of such termination and reasons therefor shall be conclusive evidence thereof.

- 8.2. The architect shall not in the event of such termination, being due to their breach, be entitled to any compensation or damage against the Institute, but shall be entitled to their fees earned up to that date after deduction of liquidated damages, if any;
- 8.3. In case of termination, the Project Engineer may carry out the whole or part of the work from which the architect has been removed by engaging another architect and/ or deployment of technical staff at site at the risk and cost of the architect

In case of termination of contract the Director, IIT Kanpur shall be entitled and empowered as under:

- a. To invoke forfeiture of the whole or such portion of the Performance Guarantee available in the form of irrevocable Bank Guarantee, as he may deem fit; and
- b. To recover from the architect the cost of carrying out the balance work in excess of the sum, which he would have been paid, according to the certificate of the Project Engineer, if the works had been carried out and completed by the architect under the terms of the contract. Such a certificate shall be final and binding upon the architect. The amount to be recovered may be deducted by the Project Engineer, from any other moneys due and payable to the architect alone or jointly under this or any other contract.

8.4. No claim for Loss of Profit: The architect shall have no claim to any payment of compensation or otherwise, on account of any profit or advantage which he might have derived from the execution of the work in full but which he could not in consequence of the termination of contract under this clause. Upon termination of the Contract by the architect, the architect shall be entitled only to claim unpaid fees for the work(s) assigned to him and which have been completed to the satisfaction of the Institute.

8.5. Cessation of Rights and Obligations; Termination of this Contract pursuant to Clause 8.1 hereof, or the expiration of this Contract, shall cause the cessation of all rights and obligations of the Parties hereunder, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in this contract, (iii) the architect's obligation to permit inspection, copying, and auditing of their accounts and records and to provide copy of all reports, drawings, designs made for the Institute up to the date of termination or expiration of contract, (iv) the rights of the Institute to get indemnified from the architect in terms of this contract, and (v) any right which a Party may have under the Applicable Law.

Obligations hereunder which expressly or by implication survive the Termination hereof, and ii) except as otherwise provided in any provision of the Contract expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party prior to the effectiveness of such Termination or arising out of such Termination.

8.6 Change in Constitution of Architect: The Architect shall promptly notify the Institute of any changes in the constitution of their firm. It shall be open to the Institute to terminate this agreement on the death, retirement, insanity or insolvency of any person being partner in the said firm, or on the addition or introduction of a new partner without the previous approval in writing of the Institute. But in the absence of and until its termination by the Institute as aforesaid, this agreement shall continue to be in full form and effect notwithstanding any changes in the constitution of the firm by death, retirement, insanity or insolvency of any of its partners or the addition or introduction of new partner. In case of death or retirement the surviving or remaining partners of the firm shall be jointly and severally liable for the due and satisfactory performance of all the terms and conditions of the agreement.

9.0. OBLIGATION AND DUTIES OF THE ARCHITECT

9.1. General: The Architect shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with all applicable statutory provisions, codes, standards, well established good practices and professional techniques, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Architect shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Institute, and shall at all times support and safeguard the Institute's legitimate interests in any dealing with Sub-Architects or third parties.

9.2. Deployment of Competent Personnel: The Architect shall maintain professionally qualified and experienced staff, employees and professional associates for the assignment of the Institute. The Architect shall also submit a list of competent architect(s) and other professionals with minimum ten years of experience in building projects for day to day interaction with the Project Engineer or his authorized representative to provide timely services as per the scope of work. Such person(s) shall work under the Principal Architect / Team Leader (Architect) and shall be available for the entire period of operation of this Contract. In addition engineers and experts from specialized fields will be available from time to time as required.

The Architect shall submit in advance details with the resume of key personnel to be deployed for the assignment. Changing of approved key personnel to be deployed for this Project shall be effected only with the prior approval of the Project Engineer.

The principal team leader shall participate in the meetings and visit the construction site periodically during the course of work at least once a month or when required by the Project Engineer.

9.3. Appointment of Professional Associates: The Architect shall obtain the Institute's prior approval before entering into a subcontract for the performance of any part of the Services, it being understood:

- i. That the selection of the and the terms and conditions of the subcontract have been approved in writing by the Institute prior to the execution of the subcontract; and
- ii. That the Architect shall remain fully liable for the performance of the Services by the and their pursuant to this Contract.

9.4. Removal and/or Replacement of Personnel: Except as the Institute may otherwise agree, no changes shall be made in the Key Personnel who are committed to the project. If, for any reason beyond the reasonable control of the Architect, it becomes necessary to replace any of the Key Personnel, the Architect shall forthwith depute as a replacement a person of equivalent or better qualifications and competence to the satisfaction of the Project Engineer.

If the Institute finds (i) that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) a reasonable cause to be dissatisfied with the performance of any of the personnel, then the Architect shall, at the Institute's written request specifying the grounds thereof, forthwith provide as a replacement a pers

9.5. Conflict of Interest

a. **Architect Not to Benefit from Commissions, Discount, etc.**

The remuneration of the Architect pursuant to Clause 6 shall constitute the Architect's sole remuneration in connection with this Contract or the Services, and the Architect shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or the Services or in the discharge of their obligations under the Contract, and the Architect shall use their best efforts to ensure that the Personnel, any Sub-architect and agents or either of them, similarly shall not receive any such additional remuneration.

b. **Architect and Affiliates Not to Engage in Certain Activities**

During the term of this Contract and after its termination, the Architect and their affiliates, as well as any Sub-Architect, shall be disqualified from providing goods, works, or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services for the period of two years.

9.6. Documents Prepared by the Architect to be the Property of the Institute: All plans, drawings, specifications, designs, reports, other documents and software submitted by the Architect pursuant to this contract shall become and remain the property of the Institute, and the Architect shall not later than upon termination or expiration of this Contract, deliver all such documents and software to the Institute, together with a detailed inventory thereof. The Architect may retain a copy of such documents and software.

9.7. Right to use the material

- a. The Institute has the right to use the material provided by the Architect for the purpose stated in the Scope. The Architect obtains from his Sub-architect equivalent rights for the Institute to use material prepared by the Sub-architect.
- b. The Architect has the right to use material provided by the Institute only to provide the Services. The Architects may make this right available to a Sub-architect. On completion of the whole of the services, the Architect shall return the material provided by the Institute to him.
- c. The Architect may publicize the services only with the Institute's written permission.
- d. Neither the Architect, nor any of his Sub-architect, nor any of their related parties of any tier, use any material prepared specifically for this Project for any other work except with the prior written consent of the Institute.
- e. Upon termination of this Contract, if so directed by the Institute, the Architect provides to the Institute forthwith, all such documents, reports, statements, drawing, designs, and any other material in any form and substance, organized and indexed to a reasonable professional standard.
- f. Clearly legible copies on paper of all designs, documents, and records produced by, delivered to or served upon the Architect and / or his Professional associates, shall be the property of the Institute.
- g. All editable digital copies, CD-ROM or soft copies in other format as instructed by the Project Engineer of all of the foregoing for which the Architect and/or his Professional associates had soft copies prior to termination shall be property of the Institute.

9.8. Confidentiality:

- a. The Architect and his Professional Associates shall not, without the prior written consent of the Institute, use, publish, or disclose, and not cause or permit anyone to use, publish, or disclose any Confidential Information obtained from the Institute for any purpose other than for performing the Services under the Contract. If required by the Institute, the Architect shall cause any person to whom Confidential Information has been or intended to be disclosed to enter into an individual written obligation to the Institute to comply with this Sub-clause.
- b. The Architect and his Professional Associates shall not, other than for the purposes of performing the Services, take or permit to take any photograph or other image of the whole or any part of the Work(s) or any other property of the Institute, or any physical or virtual model of it, without the prior written permission of the Institute. Any such photograph or other image shall be regarded as Confidential Information within the terms of Sub-Clause 9.4. No photograph or other image so taken shall be used for the purposes of publicity without the prior written permission of the Institute.
- c. The Architect and his Professional Associates shall at no point of time disclose any information relating to the Project, the Services, this Contract or the Institute's business or operations without the prior written permission of the Institute.
- a. on with qualifications and experience acceptable to the Institute.

9.9. Reporting Obligations: The Architect shall submit to the Institute the reports and documents specified in this Contract as sought for by the Project Engineer, and within the period of time set forth.

10.0 LIABILITY OF THE ARCHITECT

10.1 Subject to the provisions of this contract, the Architect's liability under this Contract shall be as provided by the Applicable Law.

10.2. Insurance responsibility of the Architect: The Architect shall obtain necessary insurance coverage for its property, intellectual property, completed documents, equipment, employees, workers, or any other person engaged by him for any injury, loss, damage, or death and - indemnifies the Institute in case of any loss or damage caused to the Institute. The Institute does not take any responsibility for any loss or damage or injury caused to any property or assets or manpower of the Architect.

10.3. Other Liabilities

- a. The liability of the Architect and the penalty thereof towards faulty design, drawings, calculations and specifications. The Architect shall be responsible for any discrepancies, errors, or omissions in the drawings, prepared and supplied by them whether the same shall have been approved by the Institute or not. Upon the Institute's request, Architect shall promptly rectify the deficiencies by amending / replacing / supplementing the deficient drawing / documents as appropriate at their own expenses.
- b. The Architect shall complete its entire obligation in respect of the project contained in the Scope of Work/Services and Time Schedule. The Architect shall take all the reasonable steps to ensure that the activities shall be carried out with diligence.
- c. The Services of the Architect have been engaged by the Institute not merely to act as an Architect in respect of the project but also act as an advisor to the Institute for the successful completion of the project. The services to be provided by the Architect shall comprise in relation to designs, drawings, details, design basis reports and other document, bill of quantities and estimates for comprehensive Architectural, Landscape and Engineering services as required for completion of the building Project and allied services, utilities and infrastructure.
- d. The Architect shall assume full responsibility for statutory and certification requirements, building codes etc. the designs, drawings, details and specifications for items described in the scope of work. The Institute will have full access to the details of the calculations and the design basis for all architectural, structural, mechanical, electrical, plumbing, and all other services and utilities for the purpose of the scrutiny for satisfying themselves as to their correctness. The Architect and his sub-architects will render all possible help for the above scrutiny and be available for meetings as required by the Institute. Standards and codes as prescribed by BIS and best practices as applicable for similar works shall be followed by the Architects. For all estimates, specifications, bill of quantities, tenders etc practice as followed by Central Public Works Department (CPWD) for similar work shall be followed by the Architect.
- e. The Architect shall not make any deviation, alteration or omission from the approved drawings having financial implications without the prior written consent of the Institute and shall make necessary revisions as may be required by the Institute in the drawings and other documents submitted by them at draft stage.
- f. The Architect shall be responsible for the direction and the integration of the work of their Architects / Engineer / sub-architect and shall indemnify the Institute against all losses and damage that are caused by any acts or omissions.

- g. With the approval of the Institute, the architect shall get the structural, mechanical, electrical, plumbing, fire services' designs vetted from a competent professional as selected by the Institute. The decision in regard to designs to be vetted shall lie with the Institute. The Institute reserves the right to instruct the Architect to make any or all changes suggested by the proof architect. Fee to the professional shall be paid directly by the Institute. No extra payment on account of such coordination / changes is payable to the Architect.
- h. The Institute may ask a third party / independent reviewer to review any or all the submissions done by the architect from domain expert from any of the IIT (Indian Institute of Technology). Fees to the third party/ independent reviewer shall be directly paid by the Institute. The architect shall coordinate fully in getting the vetted structural design and drawing from the third party. In case the work is not found satisfactory, The Institute shall get the work done at the risk and cost of the architect, and it shall be recovered from the payment due to the architects. However, the final responsibility of the soundness of the structural and all MEP service's design shall remain with the Architect only.

10.3. Limitation of the Architect's Liability towards the Institute; Except in case of negligence or willful misconduct on the part of the Architect or their professional associates in carrying out the Services, the Architect, with respect to damage caused by the Architect to the Institute's property, shall not be liable to the Institute for:

- a. any indirect or consequential loss or damage; and
- b. any direct loss or damage that exceeds the higher of following:
 - i. The total payments for Professional Fees and Reimbursable Expenditure made or expected to be made to the Architect hereunder; or
 - ii. The proceeds the Architect may be entitled to receive from any insurance maintained by the Architect to cover such a liability.

This limitation of liability shall not affect the Architect's liability, if any, for damage to Third Parties caused by the Architect or their professional associates in carrying out the Services.

11.0. PERFORMANCE OF SERVICES

11.1 Services to be performed by the Architect

- a. The services to be provided by the Architect shall be as described in Schedule of Scope of Services appended herewith at Appendix C.
- b. The Architect shall submit at least six hard copies of all drawings and other documents and also two sets of editable version soft copies in the in requisite formats (.dwg, .doc, .xls, .pdf, .ppt etc) as instructed by the Project Engineer / the Institute.
- c. The Services shall be performed at such locations as are specified in the Request for Proposal document and where the location of a particular task is not so specified, at such locations, as the Institute may approve.

11.2. Additions and Alterations

- a. The Institute shall have the right to request in writing for changes, additions, modifications or deletions in the design and drawings or any part of the work and to request in writing additional work in connection and the Architect shall comply with such request.
- b. The Architect shall not make any deviations, alterations, additions, or omissions from the work shown/described and awarded to the Contractor except through and with proper approval of the Institute.

- c. The Architect shall carry out all modifications / alterations as and when necessary to get the works i.e. preparation of drawing and design, specifications, and estimates approved from the Institute / Project Engineer, local/statutory bodies at no extra cost. All documents and drawings prepared by the Architect pertaining to this project shall be the sole property of Institute.

11.2 Responsibility for accuracy of documents

- a. The Architect shall be fully responsible for the accuracy and adequacy of all the designs, drawings, documents, estimates and all other details prepared by him as part of these services. He shall indemnify the Institute against any inaccuracy/ deficiency in the design, drawings and work, which may surface during implementation of the project. The Architect will also be responsible for correcting, at his own cost and risk, the drawings including any resurvey / investigation of the Services. The Institute shall bear no responsibility for the accuracy of the designs and drawings submitted by the Architect.
- b. Before finalizing the architectural, structural, engineering, and service drawings and design, its technical aspects shall be discussed by the Architect with the Project Engineer, to minimize the changes for whatsoever reasons at a later day from time to time.
- c. The inaccuracy, omission, mistake, error having material effect in drawing, design, work execution, construction shall be deemed to be gross professional negligence on the part of the Architects and shall put the Architect in default.

11.3. Performance Guarantee

- a. The performance guarantee equal to the 10% of the payable fees shall be collected by deducting from the running bills payable as per schedule of payment appended herewith at Annexure D as a guarantee for performance of the Architect's obligation in respect of the contract.
- b. The architect may deposit the performance guarantee in the form of FDR/bank guarantee issued by a nationalized scheduled bank.
- c. Bank guarantee submitted against performance guarantee shall initially be valid upto the stipulated date of completion of the works plus guarantee period of 6 months which shall be extended further time to time depending upon extension of contract granted.
- d. If the Architect breaches any of its obligation in relation with the time schedule or not completing any of its obligations here to the satisfaction of the Institute, the Institute shall without prejudice to its rights remedies pursuant to this agreement have the right to forfeit and cash check the guarantee;
- e. The whole of the Performance Guarantee shall be liable to be confiscated by the Institute at the discretion of the Institute in the event the Architect is deemed to be in default or the event of any breach of contract on the part of the Architect or if the Architect fails to perform or observe any of the conditions of the contract;
- f. 50% (Fifty percent) performance guarantee shall be refunded to the architect after the successful completion of the work and balance 50% of performance guarantee shall be refunded after 6 months of completion of the work.

11.4. Time Schedule and Extension of Time

- a. Time is of the essence in the contract. The time allowed for performance of the Services as specified in the contract, shall be as specified in Schedule of deliverables (Time Schedule) as Appendix-E.

- b. Any time or period mentioned in any provision of this Agreement may be extended by mutual agreement between the Parties and the time, date or Period so extended, as mutually agreed upon, shall then become of the essence.

11.5. Liquidated Damages

- a. In case, the Architect fails to adhere to time schedule as originally contracted or extended thereafter, or fails to provide drawings and design within the time stipulated in the work order/requisition issued to him from time to time by the Superintending Engineer or the competent authority of the Institute or the Architect or fails to provide reports and other information to the Institute within a period of twenty one (21) days from the stipulated date or from the date of such demand, the Architect shall be deemed to be in default.
- b. In case the Architect is deemed to be in default, liquidated damages as specified in Schedule shall be recovered from the Contract price payable to the Architect till the default is cured subject to maximum of Ten percent of the total fees payable.
- c. The Architect's total liability towards liquidated damages to the Institute for all matters and all the default arising from or in connection with this contract, other than the excluded matters i.e. on account of the Institute and as per force majeure clause, is limited to the amount equivalent to 10% (Ten Percent) of total fees payable. The compensation for delay of the work shall be imposed at the rate of @ 1% (one percent) per month of the delay to be computed on per day basis.
- d. The decision of the Institute regarding imposition of the liquidated damages, if any, shall be final and binding on the architect.

11.6. Negligence or Deficiency in performance: The Institute's endeavor is to select a reputed architect for infrastructure development of the campus as detailed in the scope of work. The Institute expects the Architect to deliver their best in both quality, innovation and uniqueness observing high standards at all the time. In case of loss or damage if any caused to the Institute due to any reason attributable to the negligence, design, drawing or deficiencies in services by the Architects in such case the Architect shall attract civil and criminal liabilities under the prevailing laws of India.

11.7 Force Majeure: If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosion, epidemics quarantine restriction, strikes, lockouts or acts of god (hereinafter referred to as events) provided notice of happenings of any such event, is served by party seeking concession to the other as soon as practicable, but within 21 days from the date of occurrence and termination thereof. Provided the Party satisfies Institute adequately of the measures taken by it. Neither party shall, by reason of such event, be entitled to terminate this contract, nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance. Further, the services under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist and the decision of Institute as to whether the services have to resume or not shall be final and conclusive, provided further, that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, Institute may at his option, terminate the contract.

12.0. REPRESENTATIONS, WARRANTIES and DISCLAIMER

12.1. The Architect represents and warrants to the Institute that:

- a. It is duly organized, validly existing and in good standing under the applicable laws of India;

- b. It has full power and authority to execute, deliver, and perform its obligations under this Contract and to carry out the transactions contemplated hereby;
- c. It has taken all necessary corporate and other actions under Applicable Laws and its constitutional documents authorize the execution, delivery, and performance of this Contract;
- d. It has the financial standing and capacity to undertake the Project;
- e. This Contract constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- f. It is subject to laws of India with respect to this Contract and it hereby expressly and irrevocably waives any immunity in any jurisdiction in respect thereof;
- g. There are no actions, suits, proceedings, or investigations pending to the Architect's knowledge, threatened against it at law or in equity before any court or any other judicial, quasi judicial or other authority, the outcome of which may result in the breach of or constitute a default of the Architect of its obligation under the contract.
- h. No representation or warranty by the Architect contained herein or in any other document furnished by it to the Institute contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading; and
- i. No sums, in cash or in kind, have been paid or will be paid, by or on behalf of the Architect, to any person by way of fees, commission, or otherwise for securing the Contract or for influencing or attempting to influence any officer or employee of the Institute in connection therewith.

12.2. Exclusion of Implied Warranties

The Contract expressly excludes any warranty, condition, or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties or any representation by any Party not contained in the Contract.

13.0 CONTRACT DOCUMENTATION and OPERATION

13.1. Counterparts: The Contract shall be executed in two counterparts, each of which when executed and delivered shall constitute an original of the Contract.

13.2. Governing Law and Jurisdiction

- a. The Contract shall be construed and interpreted in accordance with and governed by the applicable laws of India; and
- b. The exclusive Jurisdiction under this contract for all matters arising out of or relating to the Contract shall be Courts and Tribunal at Kanpur, UP, India only.

13.3 Entire Document: This document embodies the entire terms and conditions agreed upon by the Parties to be read in conjunction with the RFP Document and the Financial Proposal of the Architect.

13.4. Amendments to the Document: This document may be modified or amended only by another written agreement executed by the Parties.

13.5. Severability: If for any reason whatsoever any provision of the Contract is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal, or unenforceable the validity, legality or

enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable. Provided failure to agree upon any such provision shall not be subject to dispute resolution under the Contract or otherwise.

13.6. Waiver

- a. Waiver by either Party of any default by the other Party in the observance and performance of any provision of or obligation or under the Contract:
 - i. shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligations under the Contract;
 - ii. shall not be effective unless it is in writing and executed by a duly authorized representative of such Party; and
 - iii. shall not affect the validity or enforceability of the Contract in any manner.
- b. Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of the Contract or any obligation hereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver of such breach or acceptance or any variation or the relinquishment of any such right hereunder.

13.7. No Partnership: Nothing contained in the Contract shall be construed or interpreted as constituting a partnership between the Parties. Neither Party shall have any authority to bind the other in any manner whatsoever.

13.8 Assignment and Charges

- a. The Contract shall not be assigned by the Architect, save and except with prior consent in writing of the Institute, which consent the Institute shall be entitled to decline without assigning any reason whatsoever.
- b. The Institute is entitled to assign any rights, interests, and obligations under this Contract to third parties.

14.0 EXECUTIVE AUTHORITY

14.1. Executive Authority

- a. Authority to commence works of the project, in accordance with this contract or otherwise, shall be solely of the Institute and shall be executed through its Authorized Representative.
- b. Institute shall have the liberty to postpone or not to execute any work and the Architect shall not be entitled to any compensation for non-execution of the work except the fees payable to the Architect up to the stage or services then in progress.

14.2. Authorized Representative: Any action required or permitted to be executed and any document required or permitted to be executed, under this Contract by the Institute or the Architect may be taken or executed by the officials mentioned hereunder or amended by written communication to each other from time to time.

A. For Institute

Name:
Designation:
Address:
Tel.:
Fax:
Email

B. For Architect

Name:
Designation:
Address:
Tel.:
Fax:
Email

15.0. NOTICES

15.1. Notice to be writing: Unless otherwise stated, notices to be given under the Contract including but not limited to a notice of waiver of any term, breach of any term of the Contract and termination of the Contract, shall be in writing and shall be given by hand delivery, recognized courier, mail or e-mail transmission and delivered or transmitted to the Parties at their respective addresses or e-mail IDs specified in this Contract.

15.2. Delivery of Notice: The notices shall be deemed to have been made or delivered:

- a. In case of any communication made by letter, when delivered by hand, by recognized courier or by mail (registered, return receipt requested) at that address upon the Authorized Representative as mentioned in document herein; and
- b. In case of any communication made by e-mail, when transmitted properly addressed to such e-mail ID, however a copy of such communication shall be sent by registered post in case it is related to waiver, breach and termination of contract by either party.

15.3. Language: All notices required to be given under the Contract and all communications, documentation and proceedings which are in any way relevant to the contract shall be in the English language.

15.0. SETTLEMENT OF DISPUTES

15.1 Arbitration: All disputes arising between this Institute and the Architects in any way connected with this agreement or in regard to the interpretation of the context hereof shall be referred at the option of either party (Institute or the Architects) to the arbitration of any arbitrator mutually agreed upon and in default of such mutual agreement, to the arbitration of two arbitrators one to be nominated by the Institute and the other by the Architects and, on failing any agreement in the said arbitrators, by an Umpire appointed by them. In such a case the provisions of the Arbitration Act, 1996 or any statutes, modification therein shall apply. Such submission shall be deemed to be a submission to arbitration within the meaning of the Indian Arbitration Act 1996 or any statutory modification thereof and no further reference by both the parties will be necessary. The award of the arbitrators or Umpire as the case may be shall be final and binding upon the parties.

15.2. Cost of Arbitration: Upon every or any such reference the cost incident to the reference and award respectively shall be at the discretion of the arbitrator or arbitrators or Umpire who

may determine the amount thereof and shall direct by whom and to whom and in what manner the same shall be borne and paid.

15.3 No suspension of Services: The obligations of the Institute and the Architect shall not be altered by reasons of arbitration being conducted during the progress of works. Neither Party shall be entitled to suspend the work on account of arbitration.

16.0. INDEMNITY

- a. The Architect agrees to indemnify and hold harmless the Institute from and against any and all claims, actions proceedings, lawsuits, demand, losses, liabilities, damages, fines, or expenses (including interest, penalties, attorney’s fees, and other costs of defense of investigation related to or arising out of, whether directly or indirectly;
 - i. The breach by Architect of any obligations;
 - ii. The alleged negligent, reckless, or otherwise wrongful act or omission of the Architect including professional negligence or misconduct or any nature whatsoever in relation to Services rendered to the Institute;
- b. As soon as reasonably practicable after the receipt by the Institute of a notice of the commencement of any action by a third party, the Institute will notify the Architect of the commencement thereof; provided, however, that the omission so to notify shall not relieve the Architect from any liability which it may have to be Institute or the third party. The obligations to indemnify and hold harmless, or to contribute, with respect to losses, claims, actions, damages and liability relating to the Indemnify Matter shall survive till all claims for indemnification and/or contribution asserted shall survive and until their final resolution thereof.
- c. The foregoing provisions are in addition to any rights which the Institute may have at common law, in equity or otherwise.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

Note: 1. Agreement is subject to the rectification as per the Institute norms.

(Name, Designation and address
Of the authorized signatory)

(Name, Designation and Address
of the authorized signatory)

Signed for and on behalf of the
Architect in the presence of:

Signed for and on behalf of the
IIT Kanpur in the presence of

Witness:

Witness:

1.

1.

2.

2.

Schedule of Scope of Services

1. **Scope of Services:**
 - 1.1. The scope of Services to be performed relates to the design, construction and completion of the proposed *<name of the building works>* .
 - 1.2. The scope of services includes comprehensive Architectural and engineering design services including but not limited to preparing all drawings, design basis reports, schematics, details, specifications, bills of quantities, cost estimates and working drawings as required for execution of the project and to the complete satisfaction of the Institute / the Project Manager for each of the following components:
 - 1.2.1. Architectural Designs
 - 1.2.2. Civil and Structural Design
 - 1.2.3. Heating, Ventilation and Air-Conditioning (HVAC), Data Centre Air-Conditioning, Building Management System (BMS), Electric Substations(33/11 KV,11/.433KV), Plumbing and Sanitation, Water Supply, Sumpwells, Sewerage, Sewage Treatment Plants (STP), Drainage and Rainwater Harvesting, Fire Fighting, Fire Alarm System, Acoustics, Illumination and all other Mechanical, Electrical and Electronic Communication systems.
 - 1.2.3. Landscape Design
 - 1.2.4. Interior Design
 - 1.2.5. Graphic Design and Signage

2. **Preliminary Services:**
 - 2.1. The Architect shall take instructions from the Institute as to the Institute's requirements and design brief, assessing them, giving advice and assisting in broadly outlining a mutually shared vision of the project's process and outcomes.
 - 2.2. The Architect shall examine the Site and its surroundings including the constraints thereof and advise the Institute on the manner by which these may affect the Project.
 - 2.3. The Architect shall advise on the need for any special surveys, investigations, model tests or feasibility studies and propose the appropriate action.
 - 2.4. The Architect shall carry out such studies as may be necessary pursuant to the Institute's requirements, reviewing the Institute's requirements and advising the Institute/Project Manager on the need to obtain planning permissions and building approvals through the local architect from the relevant authorities and to comply with other requirements.

3. **Preliminary Design Phase**
 - 3.1. The Architect shall consult with the Institute to (i) establish the design criteria, parameters and basic considerations with respect to the general image and character desirable for the Project and (ii) ascertain accurately the requirements of the Project, including timescale and any financial limits, submittal dates and project phasing or schedule in relation to the Project.
 - 3.2. The Architect shall prepare the conceptual sketch designs to interpret the design brief and shall prepare preliminary estimates of the probable construction costs based on current area, volume or other unit costs.
 - 3.3. The Architect shall prepare design studies on the Project and submit a preliminary design consisting of scaled drawings and design basis reports for all components of the project for approval by the Institute.
 - 3.4. The preliminary design shall include
 - 3.4.1. The Architectural and interior design concept, furniture layout, finishes, colour scheme, light fixtures, through maquettes of design intent and perspective sketches.
 - 3.4.2. Proposed concepts for indoor and outdoor landscaping, street furniture, signage etc

- 3.4.3. Proposed structural systems including construction systems and methods
- 3.4.4. Schematic layouts of all services and utilities including but not limited to Mechanical, Electrical (both high and low voltage), and Plumbing (MEP), Data Networking, Fire-fighting, security and alarm systems, Building Management Services, etc.
- 3.5. The Architect shall prepare all necessary drawings and finishes schedules and other details as required for preparation of preliminary estimates and in consultation with the quantity surveyor prepare and submit to the Institute and/or the project manager for approval a preliminary cost estimate of the Project.
- 3.6. Upon obtaining the approval of the Institute for the said preliminary design and the said preliminary cost estimate, the Architect shall prepare all calculations and prepare such amendments and further drawings and documents as may be necessary to proceed further with the project.

4. **Statutory Approvals and GRIHA certifications**

- 4.1. In case any statutory approvals are required for development of any buildings the Institute may appoint a local architect for the purpose of preparing specific drawings and documents and other application materials and submit the same to the relevant authorities for the purpose of securing the outline planning approval and planning guidelines for the Project. The Architect shall ensure that all designs and drawings comply with the statutory provisions. The Architect shall coordinate with the local architect and provide in soft copy editable format like .dwg, .docx, .xls or any other format as directed by the Institute, of all the basic drawings, calculations and other data sufficient enough for the local architect to obtain the requisite sanctions. The Architect, if so required, shall also attend meetings with the relevant authorities.
- 4.2. The Architect shall prepare and submit all drawings and documents as may be required to register the project for certification under GRIHA and undertake all associated liaison with the certification authorities. The onus of obtaining the final certification shall lie with the Architect and as such the Architect shall be duty bound to ensure proper and complete documentation as required to be done during the construction by the project management agencies.

5. **Design Development Phase**

- 5.1. The Architect shall prepare design development **drawings showing plans, elevations and cross-sections** on the basis of the preliminary design as approved by the Institute and the relevant authorities, for the approval of the Institute, along with the programme of services and any other drawings necessary for the general understanding of the Project and which serve to illustrate the size and character of the entire Project in sufficient detail.
- 5.2. The Architect shall prepare detailed **Design Basis Reports** of all components of the project to enable the Institute to review / vet the designs internally or through professionals appointed by the institute for the purpose. The Architect shall coordinate with such professionals, attend meetings and provide all necessary information drawings and details sufficient enough for systematic review/vetting of the design proposals.
- 5.3. The Architect shall prepare **construction costs estimates** at each stage of the design development process. The Architect shall ensure that all the professional associates appointed for the purpose by the Architect shall provide similar drawings, details and cost estimates in respect of the specialist work undertaken by them. The Architect shall also ensure that all the said drawings are in accordance with the cost estimates approved by the Institute.
- 5.4. The design development phase may consist of numerous iterations and consultative meetings with the Institute's various committees. The Architect, upon receiving comments / feedback from the Institute on the said design development documents and cost estimates, shall make the necessary changes and again submit the same till the designs and details are approved by the Institute for the purposes of preparing the drawings and data for preparation of the bill of quantities and tender documents.

6. **Documentation and Tender Phase**

- 6.1. Upon receiving the approval of the Institute for the design development documents, the updated costs estimates and the programme of services, the Architect shall aggregate the work of all the

- other professional associates appointed by him and/or by the Institute to provide various services under this agreement and take the following actions:
- 6.1.1. **Co-ordinate the detailed design** with the other professional associates, if any, appointed by the Institute to achieve a fully integrated and coordinated design;
 - 6.1.2. **Ensure compliance with the applicable laws, by-laws** and requirements of the statutory authorities, in respect of the proposed building.
 - 6.1.3. **Prepare detailed bill of quantities** based on the approved design;
 - 6.1.4. **Prepare technical specifications** for tendered items;
 - 6.1.5. **Prepare a time schedule** using professional project management software for execution of various components of the project from start to commissioning;
 - 6.1.6. **Prepare addenda** relevant to the tender documents of specific trade packages, when required by the Institute ;
 - 6.1.7. **Attend meetings** and provide information to the Institute to prepare, float and process various tender documents for all components of the project;
 - 6.1.8. **Develop data sheets**, floor-by-floor and room-by-room, in accordance with the Institute's requirements;
 - 6.1.9. **Amend the design development documents** as and when directed by the Institute and as necessitated by any functional or financial exigencies;
 - 6.1.10. **Ensure clarity, precision and unambiguity** of all documentation produced, in a simplified format easily comprehensible by the Institute, the other professional associates, advisors, contractors and suppliers;
 - 6.1.11. **Collate all information**, schedules, technical data, etc. on finishes, fittings, fixtures, equipment, colours and specification as required to enable the interpretation of the documentation and requirements to be integrated in the design;
 - 6.1.12. **Ascertain ready availability and obtainability** of the products and materials specified so as to achieve the requirements of the overall programme;
 - 6.2. The Architect shall **ensure the sufficiency of the tender documents** set forth, such that they describe and prescribe in detail the works to be performed so as to enable competitive quotations or tenders to be called. The Architect shall furnish to the Institute, such plans, details, specifications, special conditions of contract and any other documents to enable the Institute to prepare all tender and contract documents. The Architect shall oversee the entire documentation process to ensure that all the said drawings, details, specifications, conditions of contract and other documents are in accordance with the approved cost estimates.
 - 6.3. The Architect shall **assist in the tendering process** by (i) replying, in the form of **written instructions**, to any queries raised during the tender period in relation to the trade packages and/or the tender documents and (ii) attend all meetings convened by the Project Manager in relation to the opening and/or assessment of tenders received.
 - 6.4. The Architect shall **attend all project planning meetings** to properly brief the contractors, sub-contractors and suppliers. The Architect shall provide all assistance as may be required by the Institute for the commencement and expeditious execution of the Works.
7. **Construction Phase**
- 7.1. The Architect shall provide **all necessary information** to the Institute to enable the main contractor, sub-contractors and suppliers to proceed with the Works. The Architect shall be available as and when required by the Institute for coordination of the works of the other professional associates, contractors and suppliers throughout the construction period.
 - 7.2. The Architect shall review and advise the Institute on the **construction programme** prepared by the main contractor, and such other aspects of the construction program as may be requested by the Institute and shall clarify any ambiguities in the contract documents, specifications and drawings.
 - 7.3. The Architect shall review and advise the Institute on **matters and claims raised by contractors** and suppliers in relation to any contract for works or supply of goods connected with the Project, including the interpretation of the contract documents relating to the same.
 - 7.4. The Architect shall provide **assistance to check and approve all samples**, submitted by the contractors, sub-contractors or suppliers, whenever required, to ensure that the same are

- suitable for the purpose of the Project and that these comply with the drawings, specifications and conditions stipulated in the contract documents.
- 7.5. The Architect shall provide **periodic technical supervision** by visiting the Site regularly at such frequency as may be necessary to determine whether the Works are proceeding in accordance with the drawings, specifications and conditions stipulated in the contract documents and complying with statutory and other requirements and shall and issue all necessary instructions to be conveyed by the Institute to the contractors and suppliers promptly so as to enable the expeditious and proper execution of the Works.
 - 7.6. The Architect shall provide **additional sketches or drawings** along with such technical advice as may be required in relation to any variations or site instructions.
 - 7.7. The Architect shall **review all shop drawings**, product data, samples, prototypes and mock-ups and approve these in a timely fashion to ensure minimal disruption to the progress of the Works.
 - 7.8. The Architect shall review and advise the Institute on **any alternatives or substitutions** to the specifications that are cost effective and practical to achieve, whenever required.
 - 7.9. The Architect shall **perform all functions and duties reasonably expected of the Architect** apart from those required to be performed by him in accordance with the contracts for the execution of the Works whether the said functions and duties have been expressly listed in this Agreement or otherwise.
8. **Post-Construction and Statutory Completion**
- 8.1. The Architect shall attend all necessary interim and final inspections of the completed Project or any part thereof by representatives of all relevant authorities and/or the Institute.
 - 8.2. The Architect shall provide all drawings / documents and details sufficient to apply for and obtain fire safety permits and all statutory certificates as required for completion relating to the Project and occupation and use of the building.
 - 8.3. On completion of the building, the Architect shall provide all Architectural, engineering, landscape, services and all other drawings showing the building and other development 'As Built' and all services and equipment 'As Installed' including detailed written narrative in the form of reports. Six sets of hard copy of drawings as per the scales specified by the Institute / the project manager and two sets of soft copies in editable format like .dwg, .docx, .xls etc or as may be directed by the Institute shall be provided.
 - 8.4. The Architect shall prepare necessary drawings for obtaining completion certificates as required for commissioning the building as per CPWD norms and also permissions if any from other relevant authorities.

Schedule of Payments

Comprehensive Architectural and Engineering Services Design of <name of Project>

S.No.	Stage of Payment	(%) of Total Fees Payable
1.	Stage 1 - Advance (subject to deposit of irrevocable bank guarantee of equal amount over and above the performance guarantee)	: 5 % of the Total Fee
2.	Stage 2 - On approval of Preliminary Designs	: 15 % of fee estimate less payment made in stage 1 (payable in two sub-stages as per progress of work)
3.	Stage 3 - On approval of Final design after the design development phase and receipt of statutory approvals from government bodies as applicable	: 30% of fee estimate less payment made in stage 1 and 2 (payable in two sub-stages as per progress of work)
4.	Stage 4 - After approval of all Detail Drawings and documents and completion of 'documentation and tender phase'	: 40% of fee estimate less payment made in stages 1 to 3 (payable in two sub-stages as per progress of work)
5.	Stage 5 - On approval by the Institute all the working drawings and details and release of all drawings good for construction during the Construction Phase.	: 60% of fee estimate less payment made in stages 1 to 4 (payable in two sub-stages as per progress of work)
6.	Stage 6 - On execution of work worth 20% of its estimated cost	: 65% of fee estimate less payment made in stages 1 to 5
7.	Stage 7 - On execution of work worth 40% of its estimated cost	: 70% of fee estimate less payment made in stages 1 to 6
8.	Stage 8 - On execution of work worth 60% of its estimated cost	: 80% of fee estimate less payment made in stages 1 to 7
9.	Stage 9 - On execution of work worth 80% of its estimated cost	: 90% of fee estimate less payment made in stages 1 to 8
10.	Stage 10 - On completion of Post-Construction and Statutory Completion Phase	: 100% of fee estimate less payment made in stages 1 to 9

Schedule of Deliverables (Time Schedule)

Comprehensive Architectural and Engineering Services Design of <name of Project>

S.No.	Activity	Timeline
1.	Site visit of the architect with their associate consultants in IIT Kanpur	Within 10 days of signing of the agreement for the concerned project.
2.	Submission of Preliminary Designs for approval by the Institute	: 20 days after Institute/users committee confirms/provide the requirement to the architect, after detailed discussion with architect at site
3.	Submission of the preliminary estimate for the project	10 days after the approval of the preliminary design by the Institute
4.	Submission of Final Design, Tender Drawings, Detailed estimates, tender specifications and relevant tender documents for the project	30 days after approval of the Preliminary estimate by the Institute
5.	Vetting of the structural design and drawings	15 days after depositing of the vetting fee by the Institute to the third party i.e. expert domain from any of the IIT's.
6.	Submission of the GFC drawings	20 days after acceptance of the vetted structural design and drawings.
7.	Any revision/modification in the design/drawing	: As per the Institutes requirement from time to time during project execution till the completion of the project
8.	Site visit of the architects/associated consultants	As per the agreed terms and conditions or as required by the Institute
9.	Final as built drawings	: 30 days after completion of the project
10.	Any other statutory clearance of the project as per the agreed terms and conditions	: As per the requirement of the Institute

Format for Submission of FINANCIAL PROPOSAL
to be submitted on the Letterhead of the Applicant

Ref. No.

Dated:

To:

**The Superintending Engineer,
Institute Works Department,
Indian Institute of Technology Kanpur,
GT Road, Kalyanpur, Kanpur – 208016, Uttar Pradesh, India**

Subject: Financial Proposal submitted in Response to RFP for Empanelment of Architects for
< Name the Category >

Sir,

We have examined and understood the details given in the Request for Proposal (RFP) document and the Draft Agreement given with the RFP including the subsequent corrigendum / addenda / communication issued by the institute and agree with all terms and conditions given therein.

Our fee for <Name the Category> for the scope of services described in the Schedule of Scope of Services available at Appendix C to the Draft Agreement given in the RFP amounts to ____% (_____ point _____) (in Words) of the 'Development Cost' of the works designed.

'Development Cost': means the cost of construction of buildings and all related works/ infrastructure for which design services have been rendered by the Architect taken as least of the following three;

(i) ESTIMATED cost as per detailed estimates of the works designed by the architect and approved / sanctioned by the Institute

(ii) TENDERED costs of the works designed by the architect.

(iii) ACTUAL costs of the works executed on the site and designed by the Architect

The following shall not be included in calculating the above ACTUAL cost.

1. The cost of land;
2. Statutory payments such as fees, development charges, service connection deposits / charges, premiums etc. with any local authority / statutory body / Government;
3. Cost of specific bought out items viz., loose Furniture and furnishings, Elevators, Escalators, Window / Split ACs, Kitchen equipment, Laboratory equipment and Diesel Generator Sets, for which only provision in the space planning, structural design, utilities design/ connectivity and basic specifications shall be provided by the Architect.
4. Payment on account of arbitration award, if any, and Institute's administrative expenses.
5. Fees paid/payable to the Architect by the Institute in terms of this Contract.
6. The GST as applicable, payable in addition to the above fee.

The Undersigned is fully authorised by <Name of the Organisation> to submit this Financial Proposal.

Thank you.


Yours sincerely,

Signature of Architect / Authorized Representative
Date: _____ Place: _____

Seal of the Organisation,

The **TIMES OF INDIA** / the **INDIAN EXPRESS**
 the **HINDU** / the **HINDUSTAN TIMES**
 14 editions all over India – 24th May, 2013 .

THE TIMES OF INDIA, NEW DELHI
SATURDAY, MAY 25, 2013



COUNCIL OF ARCHITECTURE
 (A Statutory Body of Government of India under the Architects Act, 1972)
 India Habitat Centre, Core 6A, 1st Floor, Lodhi Road, New Delhi - 110003
 Phone 011-24648415, 24654172, Fax: 24647746
 E-mail: coa@ndf.vsnl.net.in Website: www.coa.gov.in

PUBLIC NOTICE

Attention : Architects, Registrar of Companies/LLPs, Foreign Architects/Consultants, Govt. Departments and all concerned.

The Council of Architecture (COA), a statutory body set up under the Architects Act, 1972 (Act), has been receiving complaints regarding violations of the Act by LLPs and Companies by using the word "Architect" or its derivatives in their names and objects, for carrying on the profession of an Architect and also appointment of foreign architects without prior approval of Central Government under the Act for carrying out Architectural works in India. 'Architect' has been defined under the Act.

Pertinent to the matter, it is hereby brought to the notice of all concerned that as per Section 36 of the Act, if any person i.e. individual, Company, LLP, etc. (not registered as an Architect with COA) falsely represents that such person is an 'Architect' or uses in connection with his name or title any words or letters to suggest that such person is an architect, such person shall be punishable with fine which may extend to one thousand rupees.

Additionally, as per Section 37 (1) of the Act, no person (individual, company, LLP, etc.) other than an Architect or a Firm of Architects (having only Architect partners) shall use the title and style of 'Architect' for practicing the profession of an 'Architect'. Violation of this provision is punishable on first conviction with fine upto five hundred rupees and on subsequent conviction with imprisonment upto six months or with fine upto one thousand rupees or with both.

The Ministry of Corporate Affairs, Govt. of India (MCA) has also issued a Circular No.: 2/2012 dated 1st March, 2012, directing that "Where one of the objects is to carry on the business / profession of Architecture, then the concerned Registrar of Companies / Registrar of LLP shall incorporate the same only on production of in-principle approval / NOC from the concerned Regulator". Circular is also available on the COA's website. The Hon'ble High Court of Delhi, in WP(C) No.: 934 of 2012 - Sudhir Vohra v. Registrar of Companies and Others have also considered this legal position.

Therefore, Companies/ LLPs/ individuals committing above violations are directed to stop such violations by changing the name of the entity by removing the word "Architect" or any its derivatives as part of their name & style and also after the objects/Memorandum of Association of the concerned entity to remove the intent to practice architecture/represent as architect/architectural consultant OR wind up such juridical entities, at the earliest, failing which COA may initiate Criminal Prosecution.

Further, no foreign Architect / Consultant (not registered with COA) be appointed for Architectural works without following the procedure prescribed under the Act.

Dated : 20.05.2013
New Delhi

Registrar
davp 21271/11/0002/1314

(The document is to signed by the bidder & scan copy of the same to be uploaded under Cover-2)

INTEGRITY AGREEMENT

(To be executed on a non-judicial Stamp Paper of Rs.100 and applicable for all tenders of threshold value above Rs. 1 Crore)

This INTEGRITY PACT is made and executed at..... on this day of....., 2024

BY AND BETWEEN

The Indian Institute of Technology Kanpur represented through _____, having its office located at GT Road, Kalyanpur, Kanpur, Uttar Pradesh - 208016 (hereinafter referred to as "The Principal" which terms or expression shall, unless excluded by or repugnant to the subject or context, mean and include its successor-in-office, administrators or permitted assignees) of the First Part;

AND

M/s..... a firm of Architects duly registered by Council of Architecture, India, through its representative /authorized signatory (*insert name and designation of the officer*) vide resolution dated..... passed by its partners having its office at(hereinafter referred to as "The Bidder" which terms or expression shall, unless excluded by or repugnant to the subject or context, mean and include its successor-in-office, administrators or permitted assignees) of the Second Part;

Preamble

The principal intends to select, under laid down organizational procedures, ARCHITECTS for Empanelment of Architects for the period 2024-2029 and is inviting bids for the same. The principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s). In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs), who will monitor the bidding process for compliance with the principles mentioned above.

5.1 Section 1: Commitments of the Principal

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - a. No employee of the Principal, personally or through family members, will in connection with the bidding for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b. The Principal will during the bidding process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the bidding process, provide to all Bidders the same information and will not provide to any Bidder(s) confidential/ additional information

through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

- c. The Principal will exclude from the process all known prejudiced persons.
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

5.2 Section 2: Commitments of the Bidder(s)/Contractor(s)

The Bidder(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) commits themselves to observe the following principles during participation in the bidding process and during the contract execution.

- a. The Bidder(s) will not, directly or through any other persons or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- b. The Bidder(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or nonsubmission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c. The Bidder(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) will not use improperly, for purposes of competition or personal gain, or pass on to other, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d. Bidder(s) of foreign origin shall disclose the name and address of their Agents/representatives in India, if any. Similarly, the Bidder(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines of Indian Agents of Foreign suppliers" shall be disclosed by the Bidders(s). Further, as mentioned in the Guidelines all payments made to the Indian Agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" as annexed and marked as Annexure-A.
- e. The Bidder(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- f. Bidder(s) who have signed the Integrity Pact shall not approach the courts while representing the matter to IEMs and shall wait for their decision in the matter.
- g. The Bidder(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

5.3 Section 3: Disqualification from tender process and exclusion from future contracts

If the Bidder(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealing". Copy of the "Guidelines on Banning of business dealing" is annexed and marked as Annexure-B.

5.4 Section 4: Compensation for Damages

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

5.5 Section 5: Previous Transgression

1. The Bidder(s) declare that no previous transgressions occurred in the last three years with any other company in any country conforming to the anti-corruption approach or with any public sector enterprise in India that could justify his exclusion from the tender process.
2. If the bidder makes an incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealing".

5.6 Section 6: Equal treatment of all Bidders / Architects/ Associate Consultants

In case of associating the associate consultants by the main architect, the main architect shall take the responsibility of adoption of Integrity Pact by the associate consultants.

The Principal will enter into agreements with the identical conditions as this one with all bidders and Contractors.

The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

5.7 Section 7: Criminal charges against violating Bidder(s) / architects / associate consultants(s)

If the Principal obtains knowledge of conduct of a Bidder, architect or associate consultants, or of an employee or a representative or an associate of a Bidder, architect or associate consultant which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

5.8 Section 8: Independent External Monitor

1. The Principal have appointed 02 nos. competent and credible Independent External Monitor (IEM) for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his/ her functions neutrally and independently. The Monitor would have access to all contract

documents, whenever required. It will be obligatory for him/her to treat the information and documents of bidders /architects as confidential. He/she reports to the Director, IIT Kanpur.

3. The Bidder(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Architect. The Architect will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to associate consultants.
4. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) with confidentiality. The Monitor has also signed declarations on "Non - Disclosure of Confidential Information" and of "Absence of Conflict of Interest" In case of any conflict of interest arising at a later date, the IEM shall inform the Director, IIT Kanpur.
5. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Architect. The parties offer to the Monitor the option to participate in such meetings.
6. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
7. The Monitor will submit a written report to the Director, IIT Kanpur within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
8. If the Monitor has reported to the Director, IIT Kanpur, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Director, IIT Kanpur has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
9. The word "Monitor" word includes both singular and plural.

5.9 Section 9: Pact Duration

This pact begins when both parties have legally signed it. It expires for the Architect 12 months after the expiry of empanelment, and for all other Bidders 6 months after the date of empanelment. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealing. If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority.

5.10 Section 10: Other Provisions

1. This agreement is subject to Indian Law, Place of performance and jurisdiction is the Office of the Director, IIT Kanpur.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

4. Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. Issues like Warranty/Guarantee etc. shall be outside the purview of the IEMs.
6. In the event of any contradiction between the Integrity Pact and its Annexure, the clause in the Integrity Pact will prevail.
7. The actions stipulated in this Integrity Pact are without prejudice to any other legal action(s) that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

.....

(For and on behalf of IIT Kanpur)
(Office Seal)

.....

(For and on behalf of Bidder/Architect)
(Office Seal)

WITNESSES:

1.
(Signature, name and address)

2.
(Signature, name and address)

Place:..... Date:\.....\2024