



**ENGINEERING & TECHNICAL DIVISION
GOA UNIVERSITY
TALEIGAO-GOA**

**REQUEST FOR PROPOSAL
(RFP)**

GU/9/ 2022-2023/ ENGG. &TECH DIV. /214

Date: - 21 /11/2022

Registrar, Goa University invites PROPOSALS/OFFERS from reputed Architects/Architectural firms providing comprehensive Interior Design & Allied services for the Auditorium (500 seats) at the Manohar Parrikar School of Law, Governance & Public Policy, Goa University, Taleigao - Goa.

The RFP is open to only the qualified Architect/Architectural firms. The RFP aims to appoint a reputed and experienced Architect/Architectural firm for the comprehensive Interior design & allied services which include Electrical & LV, Firefighting, HVAC, Acoustical works, Audio-Video systems, stage craft & stage lighting, furniture & furnishing etc. for the Auditorium (500 seats).

Architects/Architectural firms wishing to obtain details of the RFP and to participate in the qualification process can download the RFP documents from the official website of Goa University (www.unigoa.ac.in) ,alternatively the documents can be obtained from the Engineering and Technical Division office of Goa University, Taleigao – plateau on the any working day during office hours.

The last date for submission of proposal is 17/01/2023 up to 16.30 hours.

Sd/-

Prof.V.S.Nadkarni

REGISTRAR

Request for Proposal

Interior Design & Allied Services for the Auditorium at The Manohar Parrikar School of Law, Governance & Public Policy, Goa University, Taleigao Plateau, Goa

Office:

Goa University, Taleigao Plateau, Goa-403 206

Tel. (0832)8669609016, 8669609076

E-mail id: registrar@unigoa.ac.in, ue@unigoa.ac.in

www.unigoa.ac.in

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SECTION 1: INTRODUCTION

Goa University

The Goa University, a University established by the Goa University Act,1984, represented herein by its Registrar, Prof.V.S. Nadkarni, major age, Indian National, having its office at Goa University, Taleigao Plateau, Goa 403 206.

Manohar Parrikar School of Law, Governance & Public Policy

A new building constructed in the Goa University campus having total built up area of 5496.66 sq.metre. The building houses 18 number classrooms. 42 number faculty cabins, a Data room, Men's and Women's common rooms and a 500 seater auditorium having built up area of 978 sq. metre. Only the structure (shell) of the auditorium building has been constructed and all interior design and allied services works are to be executed.

The Project

The work of preparing comprehensive Interior Design & allied services including Electrical & LV, Fire Fighting, HVAC, Acoustical Works, Audio-video Systems, Stage Craft & Stage Lighting, furniture and furnishings etc. for the existing Auditorium (500 seats) structure at Manohar Parrikar School of Law, Governance & Public Policy, Goa University.

SECTION 2: REGULATIONS GOVERNING THE REQUEST FOR PROPOSAL

Clause 1 - Purpose of the Request for Proposal

- 1.1 Request for Proposal (RFP) is invited by the Registrar, Goa University for providing comprehensive Interior Design & allied services for the Auditorium (500 seats) at The Manohar Parrikar School of Law, Governance & Public Policy, Goa University, Taleigao Plateau, Goa.
- 1.2 This single stage RFP is open to only the qualified Architects/ Architectural Firms. The mandatory requirements and minimum criteria for qualification are covered under Section 3 (Participation and Minimum Criteria).
- 1.3 The RFP aims to appoint a reputed and experienced Architect/ Architectural Firm for the comprehensive Interior Design & allied services including Electrical & LV, Fire Fighting, HVAC, Acoustical Works, Audio-video Systems, Stage Craft & Stage Lighting, furniture and furnishings etc. for the Auditorium (500 seats) at Manohar Parrikar School of Law, Governance & Public Policy, Goa University.

Clause 2 - Client and Contact Information

- 2.1 The RFP is being issued by the Client, namely, the Goa University having its office on the Taleigao
- 2.2 All correspondence/ communications concerning the RFP will be entertained only in the form of regular mail. E-mail can be sent at ue@unigoa.ac.in, however a hard copy by regular post/hand delivery is also essential. All the communications will be in English. No oral communications will be entertained. The communications shall be sent at the address given below:

University Engineer,
Engineering and Technical Division,
Near SBI Goa University

Taleigao Plateau

Goa-403 206

Tel. (0832) 8669609016,8669609076

E-mail id: ue@unigoa.ac.in

Clause 3 - Time Schedule for the RFP and related issues

3.1 RFP Time Schedule

Press Advertisement	- by 23 rd November 2022
Downloading/ Collecting the RFP Document-	- 23 rd November 2022 to 08 th December 2022
Last date for receiving queries relating to the RFP –	20 th December 2022
Last date by which each query will be answered	-12 th January 2023
Last date for Submission of RFP	-17 th January 2023 by 16.30 hours

3.2 Request for RFP Document/ Information

Architects/ Architectural Firms wishing to obtain details of the RFP and to participate in the qualification process can download the RFP document from the official web site of the Goa University given below:

www.unigoa.ac.in

Alternatively, the document can be obtained as a hard copy from the office of Goa University at the address given above under clause 2.2.

3.3 Submission of RFP

The Request for Proposal (RFP) shall be submitted in two parts.

Part I will cover the details of participation and proof of fulfilling the minimum criteria. Part I shall be sealed in a separate envelope and super scribed "**Part – I: Details of Participation and Minimum Criteria**".

Part – II pertaining to the Experience and Selection for qualification should be submitted as a hard copy, bound and in a single volume of A-4 size and should be sealed in a separate envelope which is super scribed "**Part – II: Experience and Details for Selection**".

Both envelopes should then be sealed in a single packet and submitted at the office of

University Engineer,
Engineering and Technical Division,
Near SBI Goa University
Goa University,
Taleigao Plateau,
Goa-403 206

on or before **17th January 2023**. The single sealed packet shall be super scribed "**Request for Proposal - Interior Design & Allied Services for the Auditorium at The Manohar Parrikar School of Law, Governance & Public Policy, Goa University**" and addressed to The University Engineer, Goa University.

3.4 Modes of Submission

The interested participants are requested to hand deliver the RFP at the office of the Goa University on or before 16.30 hrs on the **17th January 2023**. Those who wish to send the RFPs through Courier or Registered Post must ensure that the delivery is effected on or before the time and date given hereinabove. RFP documents received after the time and date specified will stand rejected. **RFP cannot be sent by E-mail or any electronic transfer.**

Clause 4 - Rights of the Client

The Client, Goa University, reserves the right to accept or reject any or all the RFP applications received without assigning any reasons thereof.

Clause 5 - Appointment of the Architect/ Architectural Firm

Goa University will appoint the most qualified Architect/ Architectural Firm receiving the highest score as per the terms and conditions prescribed in **Annexure I** attached herewith.

SECTION 3: PARTICIPATION AND MINIMUM CRITERIA

Participation

The participation in the RFP for qualification is open to the following, subject to their fulfilling the minimum criteria set forth below.

1. **Architects:**

Proprietary firms running the practice of architecture as a profession with the proprietor duly registered with the Council of Architecture, India and the registration being legally valid.

2. **Architectural Firm:**

Partnership firms running the practice of architecture as a profession with all the partners duly registered with the Council of Architecture, India and the registrations being legally valid.

3. **Registered Companies or LLPs:**

The Architects Act, 1972 does not permit any Registered Company or LLP to act or represent as Architect or use the title and style of architect for practicing the profession as an architect. Therefore, Registered Companies or LLPs are not allowed to participate.

4. **Joint Ventures (JVs)/ Consortiums involving Indian Architects/ Architectural Firms and/ or Foreign Architects/ Architectural Firms and/or other Consultants:**

Joint Ventures (JVs)/ Consortiums involving Indian Architects/ Architectural Firms and/ or Foreign Architects/ Architectural Firms and/or other Consultants are not permitted to participate in this RFP.

5. **Foreign Architects/ Architectural Firms:**

Foreign Architects/ Architectural Firms are not permitted to participate in this RFP.

Minimum Criteria

The minimum criteria for being considered for qualification are set forth below:

1. The registration with the Council of Architecture for the Proprietor or senior most Partner in a partnership should be dated 31st December 2002 or earlier.
2. The practice of the Proprietor or Partnership Firm should be at least twenty years old as on 31st December 2022.
3. The Architect or Architectural Firm should have, as Lead Consultant, carried out the following works within the last twenty years:
 - a. Interior design and completion of at least one Auditorium with minimum 500 seats and similar scope of services/ works.

- b. Design and completion of at least one Additions/ Alterations work for an existing Institutional* project of minimum built-up area of 5,000 sq.m.
- c. Design and completion of at least three Institutional* projects of minimum built-up area of 5,000 sq.m. for Government/ Semi-Government organisations.

Note: Institutional buildings shall mean Educational institutes, Research institutes, Cultural centres, Museums and Assembly buildings (incl. auditoriums, theatres, etc.).

** Residential projects, commercial buildings, factories and malls will not be considered as valid projects for this criteria.*

4. The Architect or Architectural Firm should have an office in Goa.
5. The Architect or Architectural Firm should have a turnover of not less than Rs. 100.00 Lakhs as Professional Fee in each of the last five years.
6. The Architect or Architectural Firm should have a valid GST registration number and PAN card.

The minimum criteria sought above shall be provided in the form of the following self-attested documents:

1. Valid registration with the Council of Architecture.
2. Registration with the Council of Architecture/ documentary evidence (in the case of a Proprietor) or registration of practice (in the case of a Partnership Firm) confirming existence of the firm for at least twenty years ago.
3. Certificate of successful completion of the projects issued by the client. Documentary evidence of the seating capacity of the auditorium/ built-up area shall also be provided.
4. Documentary evidence of the existence of an office in Goa.
5. Income Tax Returns with profit and loss statement/ certificate issued by a Chartered Accountant with the confirmation of the turnover of the last five i.e. Financial Years 2017-2018, 2018-2019, 2019-2020, 2020-2021 and 2021-2022.
6. GST registration certificate and PAN card.

Note:

- a. *For items under 3, certification issued by the Client or proof in the form of a publication in any Architectural or Scientific Journal is essential.*
- b. *The scores to be assigned to each criteria shall be determined by Goa University at its sole discretion.*
- c. *Goa University may choose to verify, if required, the information submitted by the respondents.*

The above mentioned documents shall be sealed in separate cover and super scribed “**Part – I: Details of Participation and Minimum Criteria**”.

SECTION 4: QUALIFICATION REQUIREMENT & FORMAT FOR EVALUATION

Goa University will appoint the most qualified Architect/ Architectural Firm based on their experience and capabilities and receiving the highest score. In this Section the participants are expected to provide details against each of the selection requirements which will then be evaluated through a scoring format. Goa University will determine the scores to be assigned to each criteria.

The evaluation of selection requirements will be carried out only for those who fulfil the minimum criteria laid down in **PART-I** above.

The further criteria for considered for evaluation of the RFPs are set forth below:

1. Designed and completed Auditoriums (new buildings) with minimum 500 seats.
2. Ongoing Auditoriums (new buildings) with minimum 500 seats.
3. National/ international awards received by the Architect/ Architectural Firm.
4. National/ international architectural competitions won by the Architect/ Architectural Firm.
5. Strength of technical personnel working with the Architect/ Architectural Firm.
6. Details of
 - a. litigation between the Architect/ Architectural Firm and their Clients within the last twenty years.
 - b. Architect/Architectural Firm being black listed by their clients within last twenty years
 - c. Projects abandoned by the Architect/Architectural Firm within the last twenty years.

The criteria sought above shall be provided in the form of the following self-attested copies of documents:

1. Certificate of successful completion of the projects issued by the client. Documentary evidence of the seating capacity of the auditorium and built-up area shall also be provided.
2. Work Order/ Agreement of the projects issued by the client. Documentary evidence of the seating capacity of the auditorium and built-up area shall also be provided.
3. Citation received or official announcements in press or other documentary evidence issued by the organisation constituting the Award.
4. Citation received or official announcements in press or other documentary evidence issued by the Client.
5. Details of technical personnel working with the Architect/ Architectural Firm.

6. Affidavit providing details of:
 - a. litigation/ arbitration between the Architect/ Architectural Firm and their Clients.
 - b. Architect/ Architectural Firm being black listed by their Clients.
 - c. Projects abandoned by the Architect/ Architectural Firm.

Notes:

- a. *For items under 1 and 2, certification issued by the Client or proof in the form of a publication in any Architectural or Scientific Journal is essential.*
- b. *The scores to be assigned to each criteria shall be determined by Goa University at its sole discretion.*
- c. *No score shall be assigned to the applicant in the event that the documents submitted in support of the above criteria fail to provide the necessary details.*
- d. *Goa University may choose to verify, if required, the information submitted by the respondents.*

All the above information shall be neatly composed in A-4 format in the sequence in which each head is and the volume either spring or spico bound.

The bound volume shall be sealed in an envelope super scribed “**Part – II: Experience and Details for Selection**”.

The envelope for **Part – I** and envelope for **Part – II** should then be sealed in a single packet super scribed “Request for Proposal - Interior Design & Allied Services for the Auditorium at The Manohar Parrikar School of Law, Governance & Public Policy, Goa University” and addressed to

The University Engineer,

and submitted at the following address:

University Engineer,
Engineering and Technical Division,
Near SBI Goa University
Taleigao Plateau _____
Goa-403 206 _____

Tel. (0832) 8669609016,8669609076 _____
E-mail id: ue@unigoa.ac.in _____

SECTION 5: FORMS & ANNEXURE

Forms A to F

The Architect/ Architectural Firm shall accurately provide and submit the details sought in the following form annexed hereto:

- a. Form A – Letter of Proposal
- b. Form B – Organisational Structure & Overview
- c. Form C – Details of in House/ Associate Consultants available with the firm for services
- d. Form D – Details of all works of similar nature – Completed
- e. Form E – Details of all works of similar nature – Ongoing
- f. Form F- Affidavit
- f. Form G – Financial Information

FORM – A

(On the letterhead of the Architect/ Architectural Firm)

LETTER OF PROPOSAL

Date:

[Redacted]
[Redacted]
[Redacted]
Goa University
[Redacted]
[Redacted]
[Redacted]

Sub: Request for Proposal for Interior Design & Allied Services for the Auditorium at The Manohar Parrikar School of Law, Governance & Public Policy, Goa University, Taleigao Plateau, Goa

Dear Sir,

1. With reference to your RFP document no. [Redacted] dated [Redacted] November 2022, I/ we, having examined the RFP Documents and understood their contents, hereby submit my/ our **Proposal for Interior Design & Allied Services for the Auditorium at The Manohar Parrikar School of Law, Governance & Public Policy, Goa University, Taleigao Plateau, Goa.**
2. I/We acknowledge an unconditional acceptance of the RFP and its annexures.
3. All information provided in the **Proposal** (including in the accompanying Forms) is true and correct.
4. I/ We shall make available to Goa University any additional information it may find necessary or require to supplement or authenticate the Proposal.
5. I/ We certify that in the last twenty years, I/ we have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor have I/ we been expelled from any project or contract nor have had any contract terminated for breach on our part.
6. I/ We declare that we are not a member of any other firm submitting a Proposal for this Project.
7. I/ We further certify that in regard to matters relating to integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by me/ any of our Partners.
8. I/ We further certify that no investigation by a regulatory authority is pending either against me/ any of our Partners.
9. I/ We undertake that in case due to any change in facts or circumstances during the Selection Process, I/ we are attracted by the provisions of disqualification in terms of the referred to above, I/ we shall intimate Goa University of the same immediately.

10. In the event of my/ our being declared as the selected Applicant, I/ we will enter into an Agreement with Goa University based on the terms and conditions defined within the Request for Proposal.

Yours faithfully,

Date: (Signature of the Authorised signatory)

Place: (Name and designation of the of the Authorised signatory)

Seal of Applicant:

FORM – B**ORGANISATIONAL STRUCTURE & OVERVIEW:**

1.	Name & Address of the applicant with Telephone No./ Fax No./ Email ID	
2.	a. Year of Establishment b. Date & Year of commencement of practice	
3.	Legal status of the applicant (attach copies of original document defining the legal status)	
	a. Proprietary firm	
	b. Partnership firm	
4.	Names of Proprietor/ Partners	
5.	Name, designation & mobile phone number of individuals authorised to act for the Architect/ Architectural Firm	
6.	Total no. of technical personnel (In house): a. Architects: b. Engineers:	
7.	Any other information considered necessary but not included above	
8.	Has the applicant or any Partner (in case of partnership firm) ever litigated/entered into arbitration with their client/s? If so, give name of the project, client and reasons for litigation/arbitration.	
9.	Has the applicant or any Partner (in case of Partnership firm), ever abandoned the awarded project before its completion? If so, give name of the project and reasons for abandonment	
10.	Has the applicant or any Partner (in case of Partnership firm), ever been black listed/ debarred for competing in any organisation at any time? If so, give details	

11.	Has the applicant or any Partner (in case of Partnership firm), ever been convicted by a court of law? If so give details	
12.	In which field of Consultancy, the applicant has specialisation	
13.	Address of office in Goa Name, designation & mobile phone number of contact person	
14.	List of National Awards/ Recognition awarded	
15.	List of International Awards/ Recognition awarded	
16.	List of national architectural competitions won.	
17.	List of International architectural competitions won.	
18.	Particulars of registration with various Government bodies (attach attested photocopy) if any a. Organisation b. Place of registration c. Registration no.	
19.	Firms Profile (copy to be attached)	

Signature of the Authorised signatory:

Name and designation of the of the Authorised signatory:

Seal of Applicant:

FORM – C

DETAILS OF IN HOUSE/ ASSOCIATE CONSULTANTS AVAILABLE WITH THE FIRM FOR SERVICES

Sr. No.	Nature of Service	Availability of In House Service (Strike out whichever is not available)	Availability of Associate Consultants for Services (Strike out whichever is not available)
1.	Planning/ Architectural/ Interior Design	Yes / No	Yes / No
2.	Structural Engineering.	Yes / No	Yes / No
3.	Public Health Engineering	Yes / No	Yes / No
4.	Electrical	Yes / No	Yes / No
5.	HVAC	Yes / No	Yes / No
6.	Fire Fighting Engineering.	Yes / No	Yes / No
7.	Acoustical Design	Yes / No	Yes / No
8.	Audio-Visual Systems	Yes / No	Yes / No
9.	Stage Craft & Stage Lighting	Yes / No	Yes / No

Note: A letter of association shall be provided for each Associate Consultants for services.

Signature of the Authorised signatory:

Name and designation of the of the Authorised signatory:

Seal of Applicant:

FORM - D

DETAILS OF ALL WORKS OF SIMILAR NATURE – COMPLETED

Sr. No.	Description	1	2	3
1.	Name of work/ project and location			
2.	Name & address of the client			
3.	Actual date of completion			
4.	Seating capacity (of the auditorium)			
5.	Built- up Area (of the project)			
6.	Litigation/ arbitration with details*			
7.	Name and telephone number of an officer with whom any inquiry may be made.			
8.	Remarks/ Additional Details			

Note:

- a. **Indicate gross amount claimed and amount awarded by the Arbitrator.*
- b. *Additional sheets/columns shall be added for additional projects.*
- c. *Additional sheets/ annexure may be added for additional information submitted.*

Signature of the Authorised signatory:

Name and designation of the of the Authorised signatory:

Seal of Applicant:

FORM - E

DETAILS OF ALL WORKS OF SIMILAR NATURE – ONGOING

Sr. No.	Description	1	2	3
1.	Name of work/ project and location			
2.	Name & address of the client			
3.	Date of commencement of consultancy services			
4.	Seating capacity (of the auditorium)			
5.	Built-up area (of the project)			
6.	Litigation/ arbitration with details*			
7.	Name and telephone number of an officer with whom any inquiry may be made.			
8.	Remarks/ Additional Details			

Note:

- d. *Indicate gross amount claimed and amount awarded by the Arbitrator.*
- e. Additional sheets/columns shall be added for additional projects.*
- f. Additional sheets/ annexure may be added for additional information submitted.*

Signature of the Authorised signatory:

Name and designation of the of the Authorised signatory:

Seal of Applicant

FORM - F

AFFIDAVIT

(ON A NON JUDICIAL STAMP PAPER OF RS. 100 OR MORE)

I, s/o
Proprietor/ Partner of M/s..... having its registered office at
..... do hereby solemnly affirm and declare as
follows:

1. That I am/ have been authorised to execute this affidavit on behalf of the firm.
2. That I/ our firm, during the last twenty years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial authority or a judicial pronouncement or arbitration award against me/ our firm, nor have I/ our firm been expelled from any project or contract by any public authority/ private client nor have had any contract terminated by any public authority/ private client for breach of our part.
3. That I/ our firm, during the last twenty years, has neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against us.
4. That I have truthfully provided details in this proposal of my/ our firm in respect of:
 - a. Litigation/ entering into arbitration;
 - b. Being black listed/ debarred from participation; &
 - c. Abandoned project.

That the statements made in paragraph 1 to 4 of the foregoing affidavit as above are true to my knowledge and belief and if anything is found contrary, I stand liable to be prosecuted under appropriate Act/ laws in force.

Solemnly affirmed by the said at on this the
..... day of 2022.

Deponent:

Identified by me:

FORM - G**FINANCIAL INFORMATION**

Details to be furnished duly supported by figures in the Balance Sheet/ Profit and Loss Statement for the specified years duly certified by the Chartered Accountant, as submitted by the applicant to the Income Tax Department (copies to be attached):

Particulars	Financial Year				
	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
Gross Annual turnover on Consultancy Fees (In Rs. lakhs, excluding Service Tax/ GST)					

Signature of the Authorised signatory:

Name and designation of the of the Authorised signatory:

Seal of Applicant:

ANNEXURE-I

Terms and conditions pertaining to the appointment of the Architect/Architectural Firm shall be as defined hereto:

ANNEXURE-I

AGREEMENT BETWEEN GOA UNIVERSITY AND ARCHITECT FOR INTERIOR DESIGN

SERVICES FOR THE AUDITORIUM AT THE MANOHAR PARRIKAR SCHOOL OF LAW, GOVERNANCE

& PUBLIC POLICY

This agreement is made at Taleigao Plateau, Goa University on this _____ day of the month of _____ in the year Two thousand and Twenty-three.

The Goa University, a University established by the Goa University Act, 1984, represented herein by its Registrar, Prof. V.S. Nadkarni, major age, Indian National, having its office at Goa University, Taleigao Plateau, Goa 403 206, herein after referred to as the **"UNIVERSITY"** (which expression shall, unless repugnant to the context or meaning thereof, shall include its administrators and assigns) of the **FIRST PART**.

AND

_____ the Architect, having its registered office at _____, hereinafter referred to as the **'ARCHITECT'** party of the **SECOND PART** (which expression shall, unless repugnant to the context or meaning thereof, shall include its executors, legal representatives, administrators and assigns) of the **SECOND PART**.

WHEREAS, the Goa University has decided to execute the works forming part of the Project named "Interior Design & Allied Services for the Auditorium at the Manohar Parrikar School of Law, Governance & Public Policy, Goa University" (hereinafter referred to as **"PROJECT"**)

AND WHEREAS, the University has agreed to engage the said Architect and entrust to him/her the work of designing and drawing detailed architectural, structural and allied services plans for the works in the campus at the Taleigao Plateau as per annexed site plan to be allotted to the Architect as per the requirement of the University.

And WHEREAS, the Architect is willing to undertake the Project and finalize the same in consultation with the University Engineer of the Goa University of the Goa University (hereinafter referred to as the 'University Engineer') and the same is accepted by the 'Architect' and the 'University' subject to the terms and conditions hereinafter mentioned.

Now therefore the parties hereto agree as follows on the terms and conditions:

Clause 1: (i) "Acceptance of Offer" means memo random communicated to the Architect the acceptance of offer in the form of work order.

(ii) "The Agreement" means the document forming the offer and acceptance thereof and formal agreement executed between the Registrar, Goa University and the Architect together with the document referred to therein.

(iii) "The Architect" means the person with whom the agreement is made and shall include his heirs, executors, administrators or successors and permitted assigns as the case may be.

(iv) "The Registrar" means the Registrar of Goa University and shall include his successor in office.

(v) "The University Engineer" means the officer of the Goa University and shall include his successor in office.

(vi) "The University" means the Goa University.

Clause 2: That in consideration of sum of amount to be paid at the time and in the manner set forth hereinafter, the 'Architect' shall render Professional Service in accordance with the terms of this Agreement.

Clause 3: The 'Architect' shall study all requirements of the works and render professional services for the works as hereinafter detailed in Clause 5.

Clause 4: The 'Architect' shall obtain approval from the Registrar and /or University Engineer before the initiation of any stages of its duties.

Since the execution of the works will be through the office of the 'University Engineer', the Architect shall work in the close collaboration with the University Engineer, so that at every stage there is an exchange of ideas and coordination of effort between them.

Clause 5: The scope of the service under this Agreement shall be as follow:

SCOPE OF WORK

The Architect is required to provide services in respect of the following with prior instructions from the University Engineer/ Registrar:

Part I - ARCHITECTURE:

5.1 Taking instructions from University Engineer/Registrar and preparation of design brief.

5.2 Site evaluation, analysis and impact of existing and / or proposed development on its immediate environs.

5.3 Design and site development.

5.4 Structural design.

5.5 Sanitary, plumbing, drainage, water supply and sewerage design.

5.6 Electrical and LV, electronic, communication systems and design.

5.7 Heating, ventilation and air conditioning design (HVAC) and other mechanical systems.

5.8 Elevators, escalators, etc.

5.9 Fire detection, Fire protection and Security systems etc.

5.10 Periodic inspection and evaluation of Construction works.

5.11 Acoustical works

5.12 Audio-visual Systems

5.13 Stage craft and stage lighting

5.14 Furniture and Furnishings

5.15 Illumination design

Part II —ALLIED FIELDS:

5.16 Landscape Architecture

5.17 Interior Architecture

5.18 Architectural Conservation

5.19 Retrofitting of Buildings

5.20 Graphic Design and Signage

Clause 6: SCHEDULE OF SERVICES:

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

CONCEPT DESIGN [STAGE 1]:

6.1 Ascertain University's requirements, examine site constraints & potential; and prepare a design brief for University's approval.

6.2 Prepare report on site evaluation, state of existing buildings, if any; and analysis and impact of existing and/ or proposed development on its immediate environs.

6.3 Prepare drawings and documents to enable the University Engineer to get done the detailed survey and soil investigation at the site of the project.

6.4 Furnish report on measures required to be taken to mitigate the adverse impact, if any, of the existing and / or proposed development on its immediate environs.

6.5 Prepare conceptual designs with reference to requirements given and prepare rough estimate of cost on area basis.

The time allowed for completing this stage is **45 days** from the **date of issue of the work order**.

PRELIMINARY DESIGN AND DRAWINGS [STAGE 2]:

6.6 Modify the conceptual designs incorporating required changes and prepare the preliminary drawings, sketches, study model, etc., for the University's approval along with preliminary estimate of cost on area basis.

The time allowed for completing this stage is **90 days** from the **date of issue of the work order**.

DRAWINGS FOR UNIVERSITY'S/ STATUTORY APPROVALS [STAGE 3]:

6.7 Prepare drawings necessary for approval of the University Building Committee and statutory approvals and ensure compliance with codes, standards and legislation, as applicable and assist the University Engineer/Registrar in obtaining the statutory approvals thereof. As and when required, the Architect shall submit the proposal to the statutory authorities for seeking necessary approvals.

The time allowed for completing this stage is **45 days** from the date of **approval of the preliminary drawings**.

WORKING DRAWINGS AND TENDER DOCUMENTS [STAGE 4]:

6.8 Prepare working drawings, specifications and schedule of quantities sufficient to prepare estimate of cost and tender documents including code of practice covering aspects like mode of measurement, method of payments, quality control procedures on materials & works and other conditions of contract.

The Architect shall prepare detailed estimate of the Project for technical sanction. The pattern of the estimate shall be as adopted by the Goa PWD. The three copies of the estimate with measurement sheets and the soft copy of the same will be submitted by the Architect.

The time allowed for completing this stage is **45 days** from the completion of **STAGE 3**.

APPOINTMENT OF CONTRACTORS [STAGE 5]:

6.9 Tenders shall be invited, received and opened by the University Engineer. Architect shall advise on the reasonability of quoted rates and acceptance of the tender as and when sought by the University Engineer.

CONSTRUCTION [STAGE 6]:

6.10 Prepare and issue working drawings and details for proper execution of works during construction.

6.11 Approve samples of various elements and components.

6.12 Check and approve shop drawings submitted by the contractor/ vendors.

6.13 Visit the site of work, at intervals mutually agreed upon, to inspect and evaluate the Construction Works and where necessary clarify any decision, offer interpretation of the drawings/specifications, attend conferences and meetings to ensure that the project proceeds generally in accordance with the conditions of contract and keep the University Engineer informed and render advice on actions, if required.

6.14 In order to ensure that the work at site proceeds in accordance with the contract documents/ drawings and to exercise time and quality controls, the day-to-day supervision will be carried out by the University Engineer, but continuous advice will be rendered by the Architect to ensure the quality and accuracy of the work executed and in all matters thereof.

6.15 Issue Certificate of Virtual Completion of works.

COMPLETION [STAGE 7]:

6.16 Prepare and submit completion reports, structural stability certificate and as built drawings for the project as required and assist the University Engineer/Registrar in obtaining "Completion/ Occupancy Certificate" from statutory authorities, wherever required.

6.17 Issue two sets of as built drawings and the soft copy including services and structures.

The time allowed for completing this stage is **45 days** from the **date of completion of the Project**.

Clause 7: PROFESSIONAL FEE:

7.1 In consideration of the professional services rendered by the Architect, he shall be paid professional fee at the rate of **5% (Five percent)** of the cost of the project provided however, that the actual cost shall be restricted to 125% of the estimated cost put to tender.

7.2 Any tax levied by law, such as Service tax, etc. contingent to professional services rendered by the Architect, shall be payable by the University, over and above the gross fees charged by the Architect in relation to the services provided.

Clause 8: SCHEDULE OF PAYMENT:

The Architect shall be paid professional fee in the following stages consistent with the work done plus other charges and reimbursable expenses as agreed upon. :

Retainer On appointment/ Signing of Agreement/ Acceptance of offer	Rs. 20,000/- or 5% of the total Fees payable, whichever is higher, adjustable at last stage.
Stage 1 On submitting conceptual designs and rough estimate of cost.	10% of the total fees payable.
Stage 2 On submitting the required preliminary scheme	20% of the total fees payable less payment

for the University's approval along with the preliminary estimate of cost	already made at Stage 1
Stage 3 a. On incorporating University's suggestions and submitting drawings for approval from the University building committee/ statutory authorities, if required	30% of the total fees payable less payment already made at stages 1 & 2
b. Upon University Building Committee / statutory bodies approval necessary for commencement of construction, wherever applicable	35% of the total fees payable less payment already made at stages 1 to 3a.
Stage 4 Upon preparation of working drawings, specifications and schedule of quantities, specifications, preparation of estimate of cost and preparation of tender documents	45% of the total fees payable less payment already made at Stages 1 to 3b.
Stage 5 On inviting, receiving and analysing tenders; advising Client on reasonability of the quoted rates and acceptance of the tender.	55% of the total fees payable less payment already made at Stages 1 to 4
Stage 6 a. On submitting working drawings and details required for commencement of work at site.	65% of the total fees payable less payment already made at Stages 1 to 5.
b. i) On completion of 20% of the work	70% of the total fees payable less payment already made at Stages 1 to 6a.
(ii) On completion of 40% of the work	75% of the total fees payable less payment already made at Stages 1 to 6b(i).
(iii) On completion of 60% of the work	80% of the total fees payable less payment already made at Stages 1 to 6b(ii).
(iv) On completion of 80% of the work	85% of the total fees payable less payment already made at Stages 1 to 6b(iii).
(v) On Virtual Completion	90% of the total fees payable less payment already made at Stages 1 to 6b(iv).
Stage 7 On submitting Completion Report and drawings for issuance of completion/ occupancy certificate by statutory authorities, wherever required and on issue of as built drawings and structural stability certificate wherever required.	100% of the fees payable less payment already made at various stages and retainer.

Clause 9: EFFECTING PAYMENT TO THE ARCHITECT:

9.1 The fee payable to the Architect shall be computed on the actual cost of works on completion. The payment due to the Architect at different stages be computed on the following basis:

- 9.1.1 Retainer : On rough estimate of cost.
- 9.1.2 At Stage 1 : On rough estimate of cost.
- 9.1.3 At Stages 2 to 4 : On preliminary estimate of cost.
- 9.1.4 At Stages 5 to 6b : Accepted tender cost.
- 9.1.5 At Stage 7 : Actual total cost restricted to 125% of the estimated cost put to tender.

9.2 Progressive, on account, payments shall be made by the University to the Architect against any of the above stages based on the quantum of work done during that stage, as may be mutually agreed to between the University and the Architect.

9.3 When the work is executed wholly or in part with old materials or labour or carriage is provided by the University, the percentage fees shall be calculated as if the work had been executed wholly by the contractor supplying all labour and new materials.

9.4 The actual cost of the completed works shall include cost of execution of assigned works, referred to in Scope of Work and the cost of the building designed and supervised by the Architect including the infrastructural works, the cost of equipment & machinery such as Transformers, DG Sets, Sub-stations, Lifts, Air Conditioning Machines, Pumps & Motors, Water and Sewage Treatment Plant, etc. (excluding the cost of land) provided that the Architect has rendered professional services for these installations. The cost of the building designed by the Architect for the purpose of calculating the Architect fees shall be the actual cost of the work executed, payable in the final bill of works.

9.5 Professional fees as agreed in the "clause 7 "shall be inclusive of all expenses of the Architect, his staff, representatives, consultants appointed by the Architect. No reimbursement will be made to the Architect in respect of traveling, local conveyance and any other incidental expenses. The fees shall not be payable on the cost of the land, site office, supervisory staff and overheads if any.

Clause 10: REIMBURSABLE EXPENSES:

The University will reimburse the Architect the following expenses incurred by him for discharge of his obligations:

10.1 Cost of presentation models, computer simulation, presentation drawings, etc., prepared at the instance of the University for purposes other than the Design and execution of the project.

Clause 11: UNIVERSITY'S ROLE AND RESPONSIBILITIES:

The University Engineer/Registrar shall discharge all his obligations connected with the project and engagement of the Architect as follows:

11.1 To provide detailed requirements of the project.

11.2 To provide property lease/ ownership documents.

11.3 To provide a site plan, to a suitable scale, showing boundaries, contours at suitable intervals, existing physical features including any existing roads, paths, trees, existing structures, existing service and utility lines and such lines to which the proposed service can be connected. In case such information is not readily available, the University Engineer/Registrar shall arrange for the survey/ collection of necessary information and pay for the same.

11.4 To furnish reports on soil conditions and test as required by the Architect or pay for the preparation of the same.

11.5 To furnish specific conditions/ statutory stipulations/ Codes of Practice/Schedule of rates, etc., desired to be followed.

11.6 To pay all the fees, levies, security deposits and expenses in respect of statutory sanctions.

11.7 To give effect to the professional advice of the Architect and cause no changes in the drawings and documents without the consent of the Architect.

11.8 To honour Architect's bills within one month of its submission.

Clause 12: EXECUTION OF THE ASSIGNMENT:

12.1 The Architect shall keep the University Engineer informed about the progress of work in his office.

12.2 The Architect shall appoint specialised consultants in consultation and with prior written consent of the University Engineer/Registrar, if necessary.

12.3 The Architect shall be responsible for the direction and integration of the consultant's work. The consultants, however, shall be fully responsible for the calculations, the detailed design and periodic inspection and evaluation of the work entrusted to them. The Architect shall, if requested, make available the design calculations.

12.4 The Architect will advise the University Engineer on the Time Schedule (Bar Chart/PERT/ CPM Network) prepared by the contractors for the completion of work, if required.

12.5 The Architect shall supply to the University Engineer, free of cost, up to six sets of drawings at different stages and the soft copies of the drawings.

12.6 The Architect shall not make any deviations, alterations or omissions from the approved drawings, involving financial implications without prior consent of the University Engineer.

12.7 Any professional services to be rendered by the Architect at the instance of the University Engineer/Registrar after the agreed project completion period shall be compensated for on mutually agreed terms.

12.8 The Architect shall exercise all reasonable skill, care and diligence in the discharge of his duties and shall exercise such general superintendence and inspection as may be necessary to ensure that works are being executed in accordance with the Conditions of this agreement and the work is free from defects and deficiencies. The 'Architect' shall be wholly responsible for the structural soundness of the work.

12.9 Any revision in the drawings, tenders and documents, once approved, required to be made by the University Engineer/Registrar shall be compensated as additional services rendered by the Architect and paid for @ 50% of the fee prescribed for the relevant stage(s).

12.10 No change shall be made in the approved drawings and specifications at site without the consent of the Architect.

12.11 If at any time after the commencement of the planning and designs of a building the University for any reason whatsoever not require the completion of the said project, the Architect shall be paid fee as specified in clause 8 of this agreement. The interim payment made for various stages specified therein shall be treated as final payment up to that stage. For this purpose, the preliminary estimated cost will be the basis for payment of fee.

12.12 If the Architect abandons the work in whole or part or become inoperable for any reason, the University Engineer may make use of all or any of the drawings and designs prepared by the Architect for completion of the project. In such cases, the University reserves the right to employ any other Architect to complete the Project without prejudice to its right to claim liquidated damages, if any.

Clause 13: TERMINATION OF AGREEMENT:

13.1 Agreement between the Architect and the University may be terminated by either one giving the other a written notice of not less than 45 (Forty-five) days, should either fail substantially to perform his part of responsibilities/duties, so long as the failure is not caused by the one initiating the termination.

13.2 When termination of this Agreement is not related or attributable, directly or indirectly to any act, omission, neglect or default on the part of the Architect, the Architect shall be entitled to professional fees as stipulated under sub-clause 12.11 of Clause 12.

13.3 In the event of Architect's firm closing its business or the University having terminated the agreement, the Registrar shall have the right to employ another Architect to complete the work, after making payment to the previous architect's firm under sub-clause 12.11 of clause 12.

Clause 14: The Architect shall strictly not assign the work to any other person or firm or body without the prior approval of the Registrar, Goa University.

Clause 15: The Architect shall strictly adhere to the time limits specified in clause: 6 of the agreement. If the Architect fails to adhere to the time limits or within such extended time as may be permitted by the University Engineer, the Architect shall pay to the University as liquidated damages, a sum at the rate of ½% of the fixed consultancy fees for each week or fraction thereof of delay but not exceeding 10% of the total consultancy fee worked out on the cost of preliminary estimates and the University Engineer may deduct such sums from the amount due to the Architect.

Clause 16: Even after the completion of the project work, in case there arise any faults on account of shortcomings in the designs and the specifications provided by the Architect which may result in leakages, insufficient ventilation or deficiencies in allied services such as HVAC, Acoustics, Electrical and sound systems etc., the 'Architect' shall be liable to pay liquidated damages amounting equivalent to the damages or loss suffered by the University and also rectify the faults in the designs and specifications etc. within reasonable period.

Clause 17: The 'Architect' shall be liable to pay a fine amounting to maximum up to 10% (Ten percent) of the professional fees payable to him/her worked out on the cost of the estimate in case of breach or violation of any of the terms and conditions in the Agreement for which the University reserves the right to deduct such fine imposed from the fees payable to the 'Architect'.

Clause 18: In the event of a dispute or disagreement between the parties with respect to the interpretation of any provision in this agreement or any statement of work, payment, performance by the 'Architect' and the 'University' or any other matter covered by this agreement, each of the parties will try to resolve the dispute amicably within 30 days by appointing a designated officer to meet for the purpose. ("Initial Dispute Resolution Procedure")

Clause 19: If the 'Architect' and 'University' are unable to resolve such dispute pursuant to the Initial Dispute Resolution Procedure, the claim shall be resolved by arbitration under the Indian Arbitration and Conciliation Act, 1996, as amended from time to time. The arbitration shall be held at Goa. An Arbitrator shall be appointed by the Vice Chancellor of the University with mutual consent and whose award shall be final and binding on both the parties of this agreement. The decision of the Vice-Chancellor shall be final and binding. Each party shall bear its own attorney's fees and costs related to the arbitration. All disputes and differences arising out of this agreement or in relation to this agreement shall be subject to the jurisdiction of the courts in Panaji-Goa.

SIGNED AND DELIVERED BY

Goa University through its Registrar

Prof V.S . Nadkarni

For and Behalf of the Goa University

SIGNED AND DELIVERED

BY ARCHITECT

Witness
