



Notice inviting EOI and schedule of events

INDIAN INSTITUTE OF MANAGEMENT, AHMEDABAD

Reference No. IIMA/Contracts/TS-048/2020-21 Date: 04.12.2020

Online EOI are invited under Single stage (THREE BID system) from Architectural/Design firms for the assignment mentioned below:

Name of assignment: Selection of Architect / Design firm for the comprehensive design of student housing at Main Campus IIM Ahmedabad

EOI Downloading Schedule: EOI documents can be downloaded from IIMA web site www.iima.ac.in and CPPP site <https://eprocure.gov.in/eprocure/app> as per the schedule given in CRITICAL DATE SHEET as under:

CRITICAL DATE SHEET:

Published Date	At 06:30 PM on 04 th December 2020
EOI Document Download / Sale Start Date	At 10:00 AM on 05 th December 2020
Clarification on EOI, if any, Start date	At 10:00 AM on 07 th December 2020
Clarification on EOI, if any, End date	At 11:00 AM on 16 th December 2020
Pre-Bid Meeting	At 03:00 PM on 16 th December 2020
EOI Submission Start Date	At 10:00 AM on 21 st December 2020
EOI Submission End Date	At 03:00 PM on 23 rd December 2020
Pre-Qualification EOI Opening Date	At 03:00 PM on 24 th December 2020
Technical presentation/opening date	To be declared later
Price EOI opening date	To be declared later

Instructions for Pre-Bid Meeting

- Looking at the current situation the PRE-BID Meeting shall be organized on online mode only.
 - The details required to attend online meeting (link and login credentials) shall be informed by email to the bidders who have registered for PRE-BID meeting.
 - Bidders who wish to attend the PRE-BID meeting are requested to register by sending their email details along with their queries to below mentioned mail address on or before Date: - 16.12.2020 Time: 11:00 AM
1. cmese@iima.ac.in
 2. mngrcontracts@iima.ac.in
 3. restoreproj@iima.ac.in
- Please mention Subject as “**Queries on TENDER NO. IIMA/Contracts/ ---/2020-21**” while sending your queries.

Selection of Architect / Design firm for the comprehensive design of student dorms in the Main Campus of IIM Ahmedabad

1.01 Introduction:

The Indian Institute of Management Ahmedabad (IIMA) is a premier management Institute. The Institute is world renowned for the architectural beauty of its heritage campus that was created by the legendary architect Louis Kahn. The new campus, developed subsequently, preserves, and extends the architectural vocabulary of the main campus.

The existing Dorms (D-1 to 18) built during 1968 to 1978 have multiple problems in terms of leakages from roof, dampness in walls, leakages in toilet walls, slabs etc. Besides this the earthquake of 2001 caused major structural damages to these buildings. IIMA did try restoring one dormitory building in 2017 but the results were not satisfactory. In view of this, it has been decided to create student housing using the existing footprints (land parcel) of these dormitory buildings.

This EOI is for selection of architectural/ design firm that will help to create student living spaces that achieve functional excellence while preserving and enhancing the architectural aesthetics, language, and vocabulary of the campus. The objective is to inspire competent firms to engage with IIMA on a relationship basis and for IIMA to create contemporary but modern infrastructure in partnership with the selected firm.

Requirement:

IIMA envisages creation of following facilities over next five years in phased manner:

Sr. No.	Existing Dorms	New Dorms	Description
1	500 student rooms spread over 18 dorms	Replacing footprint of existing dorms and creation of new Hostel complex	First phase to be executed during year 2021 to 2023 and second phase thereafter.

Note: Required CARPET AREA for single occupancy room with attached toilet and a small balcony is approximately 200 sq. ft.

The project is envisaged to be taken up in two phases. First phase may include 60 to 80% dorms and second phase balance of dorms or as decided during design finalization. We expect to add 50 to 60% additional rooms with efficient use of space. First phase may commence in Mid-2021 and second phase on completion of first phase.

The scope includes design of buildings, along with utilities associated with these buildings, interior design, furniture design, lighting design, sound and acoustic design, air-conditioning, roads, walkways, drainage network, water supply system (including rain water harvesting), landscaping etc.

The list is indicative, and may be supplemented with allied or ancillary buildings, which IIMA may decide to construct.

1.02 EOI Submission:

EOI shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app> firms are advised to follow the instructions “Instructions to firms for Online EOI Submission” provided in **Annexure A** for online submission of EOI.

EOI documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

Not more than one EOI shall be submitted by one firm or firms having business relationship. Under no circumstances will father and his son(s) or other close relations who have business relationship with one another (i.e. when one or more partner(s)/director(s) are common) be allowed to send EOI for the same contract as separate competitors. A breach of this condition will render the EOIs of both parties liable to rejection.

Firms who has downloaded the EOI from the IIMA website www.iima.ac.in and Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app> **shall not alter/modify the EOI form including downloaded price EOI template in any manner.** In case if the same is found to be altered/ modified in any manner, EOI will be completely rejected and EMD would be forfeited and firm is liable to be banned from doing business with IIMA. Intending firms are **advised to visit** IIMA website www.iima.ac.in and **CPPP website** <https://eprocure.gov.in/eprocure/app> **regularly till closing date of submission** of EOI for any corrigendum / addendum/ amendment.

The firms must prepare and upload **Annexure-B** in their company letter head as acceptance of EOI.

1.03 EOI Fee: Not Applicable

1.04 Earnest Money Deposit (EMD):

Bidders are requested to furnish undertaking for EMD as per Annex-C on firm’s Letterhead with sign & stamp.

1.05 Submission of EOI:

The EOI shall be submitted online as follows:

- (i) Stage-1: Pre-qualification documents as per Chapter-1
- (ii) Annexure-B on firm’s Letterhead with sign & stamp
- (iii) Annexure-C on firm’s Letterhead with sign & stamp
- (iv) Technical documents as per Chapter -2

Chapter-1

Selection Process and Criteria

IIMA aims to select an architectural/design firm with proven track records in providing high quality architectural and design services. The firm should have a portfolio of similar, successfully completed services, demonstrate an ability to advise clients, understand their requirements, and shepherd projects from design to completion. Firms are requested to go through DESIGN BRIEF placed as Annex-E

The selection process will focus on works that illustrate an ability to design and deliver bespoke, high quality architectural solutions in response to client needs. How the firm can produce a design that extends and enhances the language and vocabulary of existing design will be a major factor in selection.

While the selection process will lay emphasis on capacities and capabilities of the firm, importance will also be given to the firm's reputation and standing.

Notes:

- (i) Institute's representatives may visit the office and the completed major projects done by the firms, including taking feedback from the users and the maintenance staff
- (ii) While describing works, photographs, drawings including computer generated images and layouts may be included to enable proper evaluation of experience and capabilities
- (iii) All certificates should be self-attested
- (iv) In educational projects, innovations suggested and implemented should be highlighted
- (v) Please attach curriculum vitae of professional staff
- (vi) Cut off dates in all cases is March 31, 2020
- (vii) All documents to be submitted in A-4 size

Stage-1- Pre Qualification

The following documents are to be furnished by the firms along with **Pre-Qualification EOI**:

Sr.	Description	Document to be uploaded
1	Eligibility: 1.01: Indian and overseas firms are eligible to apply 1.02: Consortium of Architects (including firms from abroad and Indian firm) are NOT allowed to participate	
2	The firm has more than seven years of relevant experience as on 31.03.2020.	Please upload relevant document as a proof that the firm is in business for the period mentioned
3	The firm should have satisfactorily completed OR has ongoing projects in last five years (FY 2015-16 to 2019-20) with single client / single project for academic institutions of repute: (I) One project of INR 150 Crore OR (II) Two projects of INR 100 crore OR (III) Three projects of INR 75 Crore Experience in a consortium will be considered.	Please upload client's certificates
4	The firm must have an average revenue of at least Rs. FIVE crores for last three consecutive financial years as on 31.03.2020 (FY 2017-18, 2018-19 & 2019-20)	Please upload Chartered Accountant's certificate.
5	The firm must be a profit-making organization in last three consecutive financial years as on 31.03.2020 (FY 2017-18, 2018-19 & 2019-20)	Please upload Chartered Accountant's certificate for profit before tax (PBT).
6	Other documents required to clear PQ criteria: (i) PAN (ii) GSTIN (Registration form) (iii) Annexure-B on firm's Letterhead with sign & stamp (iv) Annexure-C on firm's Letterhead with sign & stamp	Please upload scanned copies

Note: Only those EOI meeting the above-mentioned minimum criteria will be considered for Stage-2.

Chapter-2

Technical Evaluation

If the number of firms fulfilling the pre-qualification criteria exceeds seven in Stage-1, the firms will be evaluated on the following criteria for shortlisting:

Stage-2-Short listing based on technical documents

Sr.	Items	Max. Marks
1	Experience of the firm in architectural/design assignments	25
	Aggregate revenue from similar operations for last three financial years	
	Nature of clients for whom projects have been executed	
	Experience in designing academic campuses of repute	
2	Completion certificates, client testimonials and feedback (IIMA reserves the right to visit any completed or on-going sites, and interact with the firm's clients)	25
3	Experience and competency of manpower	25
	Senior architects	
	Other architects	
	Engineers in the firm	
4	Overall assessment of the firm based on innovativeness of design, cost consciousness, environment friendliness, quality of execution, timeliness of execution, coordination abilities etc.	25
	Total	100

Based on this evaluation, Top SEVEN highest scoring firms will be shortlisted to make a presentation of concept design.

Stage 3

Concept design - Presentation and interaction

Firms shortlisted in Stage Two shall be invited to make a presentation of their concept design for the proposed student housing to the Evaluation Committee at IIMA. The Evaluation committee will assess competency of the firm, their capacity of understanding the needs, and sensitivity to work on IIMA Campus.

Based on the details provided in the presentation, architects/design firms will be awarded score on the following FOUR dimensions:

Sr.	Technical Presentation	Max Score	Marks Obtained
1	Technical evaluation will consider parameters such as architectural leadership, technical capabilities, soundness, quality and expertise of team, vision, commitment, international exposure, client service and responsiveness to client's needs, experience in undertaking similar assignments, feedback from clients, recognition, awards and standing, etc.	25	
2	Suitability of key personnel for the assignment (qualification, experience, and design works undertaken)	25	
3	The firm will demonstrate/showcase in detail concept design/ innovative concept of the proposed student housing	25	
4	How the concept design integrates with the existing vocabulary of the Main Campus buildings and enhances the vocabulary.	25	
	Total Score	100	

Based on the above evaluation, Top THREE highest scoring firms will be shortlisted to present detailed design to the committee.

Stage 4

Concept design and model - Presentation and Interview

Firms shortlisted in Stage-3 shall further develop the concept presented based on the inputs received from IIMA. The firm shall be invited to make a presentation of their design and model for the proposed student housing to the Evaluation Committee at IIMA and work out cost estimates on built up area basis.

The Evaluation committee will assess the design and model prepared by the firm with respect to the Institute's requirement and its integration with the existing campus. The institute will pay an amount of INR 3,00,000=00 (INR three lakh only inclusive of GST) to each firm for their effort in developing detailed design and model. {For foreign firm, the amount to be paid by IIMA will be USD 4000}

Based on the design and model presented, the architects/design firms will be awarded score on the following dimensions:

Sr.	Technical Presentation	Max Score	Marks Obtained
1	50% of the score obtained by the firm in STAGE-3	50	
2	Improvement in the design achieved after STAGE-3	50	
3	Overall assessment based on efficiency of design, green nature of building, cost consciousness etc.		
	Total Score	100	

1. At the end of this stage, IIMA will select the top scorer firm for award of the project.
2. Director IIMA reserves the right to cancel the tendering/EOI process at any stage without assigning any reason.

Chapter-3

Comprehensive Design fee

IIMA will pay the selected firm a design fee as per following details:

Phase	Type of Project	Comprehensive Architectural services Fee in % of the total cost of the project (Excluding GST)
I	Student housing of about 600 rooms (Construction likely to commence in September 2021)	4 % (FOUR percentage only)
II	Student housing of about 200 rooms (Construction likely to commence in September 2024)	

Please note:

1. The above fee includes charges for detailed interior and furniture design.
2. The above fee is inclusive of site visit charges, provision of architect's representative at site for periodic (twice a week) supervision of work and all services as stated under the heading "Services to be provided by the Architect" (Annexure-D)
3. The above fees also include all documentations and expenses for approvals like construction permission, Building use, Fire, Lift, Power connections etc. complete from statutory authorities. The architect will be responsible for arranging all necessary documentation and certificates in a timely manner to the institute. No separate amount will be paid for this. However, all amount paid to statutory bodies will be borne by the Institute. Receipts to be deposited to IIMA.
4. For calculating fee for the Architect, the total project cost will be worked out based on total payments made to all contractors/suppliers excluding GST.
5. The above fee is exclusive of GST (i.e. GST will be paid by the Institute in addition to the fees quoted) but inclusive of income tax and all other taxes as applicable.
6. Except for scope of work in Annexure-D and fee as mentioned above, all other terms and conditions shall be as per the Council of Architecture guidelines.
7. IIMA also reserves the right to separate the interior design (Furniture and furnishings) work from this scope and award it to separate agency.
8. Architectural, structural, plumbing, electrical, HVAC, ELV, Lift, Furniture, Furnishings etc. design cost will be borne by the architect. However, the cost of proof checking (if required) shall be borne by IIMA.
9. Deliverables like detail drawings, Technical Specification of the material, equipment (like HVAC, Lift, etc), Statutory approvals, Tender documents, etc. required as per scope of service mentioned in Annexure-D.
10. Above deliverables need to be approved by client (after incorporating comments/ inputs/suggestion/medications)
11. Payment Schedule as per Council of Architecture guidelines.
12. Percentage fee will be converted into square feet-based fee, based on the estimated cost of construction submitted by the Architect and will be frozen.
 - (i) In case of downward revision in actual project cost, the fee will be reduced/revised based on actual cost of the project.
 - (ii) In case of upward revision in actual project cost, the fee will be revised/increased (maximum up to 4% of project cost excluding GST) but after careful scrutiny of the reasons of the upward revision of the project cost.

Chapter-4
General Terms & Conditions

4.1. EOI Validity:

E-submitted EOI by the firms shall remain valid for a period of NINE MONTHS from the date of opening of EOI.

4.2. Payment Terms:

(i) Payment will be made based on the certification of IIMA Officials on part as Running Account Bill.

(ii) No Advance Payment will be made.

(iii) Payment will be made within 30 days of submission of invoice, provided the same is complete and duly authenticated by the specified Officer(s) of IIMA

(iii) Payment will be made by E-payment/NEFT/RTGS after deducting the TDS as applicable.

4.3. Rejection of EOI (s):

IIMA reserves the right to, at any time and in its absolute discretion the following:

(i) Accept or reject any or all EOI

(ii) To permit any firm to resubmit its shortfall documents

(iii) To negotiate the price with Technically highest scorer

(iv) To suspend, discontinue, modify and/or terminate the EOI process at any time.

4.4. Contact person for any clarification:

For General queries:	Name: Mr. H J Vadher Phone no: 07971524707, +91 9727714113 Email: cmese@iima.ac.in
	----- Name: Mr. Vinay Chauhan Phone no: 07971524542, +91 7069010011 Email: mngrcontracts@iima.ac.in

4.5. The security deposit consists of two elements:

a) Successful bidder has to submit Performance security deposit (PSD) @ 3 % of the estimated project cost (excluding GST) within two weeks from the date of award of work order but before commencement of work in the form of bank guarantee from a scheduled commercial bank in favour of "Indian Institute of Management Ahmedabad".

b) Running Security deposit recoverable from bills on monthly basis @ 5 % of each RA Bill value.

c) No further recovery regarding security deposit shall be made from the Contractor's bills after the cumulative recovered value comprising PSD and RSD recovered equals 8% of the total contract value.

4.5.2 Performance Security deposits amount shall be considered based Estimated project cost excluding GST.

4.5.3 Release of Running Security Deposit shall be on completion of defect liability period of 12 months of the construction work.

4.5.4 Release of Performance Security Deposit shall be on completion of construction work along with final bill.

4.5.5 If any amount remains liable to be recovered by IIMA from the bidder or in the event of termination of contract by IIMA on account of breach of any terms and conditions of the contract by the bidder, the bank guarantee shall be invoked by IIMA or shall be recovered from RSD.

4.5.6 No interest will be paid on any deposit.

4.6. Prices/taxes duties:

The fees to be paid by IIMA is inclusive of all Taxes like Duties, Levies, Personal Tax, Corporate Tax, worker welfare cess, Labour welfare Cess etc. and all other expenditure required to be incurred by the firm for providing required services to IIMA during the contract period as indicated under his contract and after wards no variation on any account unless otherwise specifically mentioned will be allowed. (The firm will indemnify IIMA against all statutory liabilities present and future, arising out this contract.) **Only GST as applicable shall be paid extra over and above the quoted rates.**

4.7. Taxes, Labour laws, and other regulations:

4.7.1 The Firm shall be liable to comply with all the rules and regulations in respect of all statutory obligations applicable to the workmen including safety regulations.

4.8. Performance Security Deposit (PSD):

Covered in clause no. 4.5

4.9. Earnest Money Deposit (EMD): Covered in Bid security declaration) Annexure-C on firm's Letterhead with sign & stamp

4.10 Error in EOI submission:

IIMA does not take any responsibility for the EOI being wrongly submitted in the e-procurement portal and malfunction of the system at firms' end or not received in the portal by the stipulated date and time.

4.11. Authorization:

Firm signing the EOI form or any other documents forming part of the contract on behalf of the firm shall be deemed to warranty that he has authority to bind the firm. If subsequently comes to light that the person who signed had no authority to do so, IIMA may without prejudice to any other civil & criminal remedies cancel the EOI and hold the firm liable for all costs, charges and damages.

4.12. Conditional EOI:

Conditional EOI or EOI based on the process / basic schemes other than mentioned and / or not conforming to the technical specifications / requirements of the EOI documents will not be considered.

4.13. Insurance:

The firm must take Professional liability insurance of contract amount (tentative) for the period covering up to completion of construction work.

Additionally, the firm shall take adequate insurance covering their employee, infrastructure including workmen compensation & public liability/third party liability covering bidder premises of suitable amount & period.

In case of any mishap, the liability for the same will be borne by the firm & not Involve IIMA. The bidder must take an insurance policy accordingly.

4.14. Defect liability period: 12 months from the date of completion of the work
(Construction work)

4.15. Method of Measurement: NA

4.16. Contract Period:

The initial period of contract will be for Phase-I work. The construction is expected to begin in mid-2021 with a provision to extend the contract for further Phase-II construction subject to satisfactory performance, on the same terms and conditions at the absolute discretion of IIMA.

The contract shall be in force for the period stipulated in the contract, and on the expiry thereof, it will be deemed to have been terminated automatically unless otherwise intimated in writing. Further, the Firm will not have any right either contractual or equitable to demand any fresh contract for another term or to continue the same in preference to anyone else.

Notwithstanding anything contained in other clauses of the EOI document, the contract will automatically terminate if and to the extent that the continuation of the contract or any part thereof become illegal or legally impermissible for any cause.

4.17. Liquidated damage:

For non-performance with respect to quality standards or time or both, IIMA may deduct appropriate amount from the bills of the firm. The amount will be decided by CM Projects, IIMA based on the gravity of the non-performance.

4.18. Escalation / De-Escalation of Rates:

Percentage fee shall remain same throughout the contract period for Phase-I & II. However, percentage fee will be converted into square feet-based fee, based on the estimated cost of construction submitted by the Architect and will be frozen.

- (i) In case of downward revision in actual project cost, the fee will be reduced/revised based on actual cost of the project.
- (ii) In case of upward revision in actual project cost, the fee will be revised/increased (maximum up to 4% of project cost excluding GST) but after careful scrutiny of the reasons of the upward revision of the project cost.

4.19. Basic Rates: NA

4.20. Non- EOI Items: NA

4.21. Compliance of statutory obligations:

The firm will be required to comply with all statutory obligations from time to time applicable to this contract. In the event of violation of any contractual or statutory obligations by the firm, the firm shall be fully and solely responsible for the same. Further, in the event of any action, claim, damages, suit initiated against IIMA by any individual, agency or government authority due to acts of the firm, the firm shall be liable to make good / compensate such claims or damages to the IIMA. As a result of the acts of the firm, if IIMA is required to pay any damages to any individual, agency or government authority, the firm would be required to reimburse to IIMA such amount along with other expenses incurred by IIMA or IIMA reserves the right to recover such amount from the payment(s) due to the firm while settling its bills.

4.22. Assignment and sub-contracting:

The successful firm shall not assign, sub-contract or sub-let the whole or any part of the contract in any manner. In case of unavoidable circumstances, the successful firm shall be able to do it with approval of the IIMA. However, the job/work/service shall be sublet only to the party approved by IIMA officials.

4.23. Inspection and testing by IIMA: Not Applicable

4.24. Award of similar type of work/services on same rates:

Upon mutual consent, IIMA may award similar type of design work in the campus for which the percentage fee shall be valid up to the contract period of Phase-I & Phase-II.

4.25. Quantum of work:

This contract is basically percentage rate contract for comprehensive design of student Dorms. The quantities (student rooms) mentioned in price schedule are approximate only and may vary in actual course of execution. No claim for compensation from the firm shall be entertained due to any variation in quantities (irrespective of the quantum of variation). The percentage fee shall remain same throughout contract duration.

4.26. Safety and Security: Not Applicable

4.27. Termination Clause:

4.27.01 Termination due to firm's Default:

If the firm is in default under any of the provisions of this Contract, including but not limited to:

- a. failure to proceed with all or any part of the Contract or Contract Work with due diligence,
- b. failure to execute all or any part of the Contract or to perform any other obligations in accordance with the Contract.
- c. refusal or neglect to make good defective Work or after being instructed to do so by IIMA.
- d. going into liquidation (other than a voluntary liquidation for the purpose of reconstruction) or having a receiver appointed for all or part of its undertaking.
- e. delay in executing the Contract
- f. abandoning the Contract
- g. assigning or subletting any part of the Contract Scope of Work without the prior written approval of IIMA;
- h. failure to comply with any Applicable Law;

then, and in any such event and without prejudice to any other rights or remedies that IIMA may have, IIMA may issue firm written notice describing the default. If firm does not commence remedy of the default within (10) Ten days after receipt of the notice, IIMA may terminate all or any part of the Contract Work under this Contract and may then complete or have others complete all such terminated Work at the firm's sole risk and cost.

In case of such termination, firm shall not be entitled to receive further payment, until the terminated Work is completed and accepted by IIMA. If the costs incurred by IIMA, including costs incurred in performing additional services to complete the Contract Scope of Work and IIMA's overheads in this regard, exceed the unpaid balance of the Contract Price, the firm shall reimburse IIMA such excess within (10) ten days after receipt of an invoice thereof.

The rights and remedies provided in this Article are in addition to the rights and remedies provided to IIMA by law, equity, or under any other Article in this Contract. Such termination will not relieve the firm of its responsibility to its labourers, suppliers or any other creditors, including IIMA.

In the event of a termination under above article 4.27.01, Owner may use all or part of architect's drawings, documents, in the performance of the Contract Scope of Work, without payment to Contractor otherwise than by the extent such use of Contractor's items causes a reduction of cost of completing the Contract Scope of Work. If Contractor's compensation is on a cost reimbursable basis for such equipment and/or facilities, Contractor will be reimbursed for use of such equipment/facilities at the lowest applicable rate provided for herein or at prevailing market rates if no rate is specified, and the cost of Contractor's Goods used.

4.27.02 Termination for Convenience:

IIMA may, at its opinion, terminate for convenience the Contract Scope of Work in whole or in part, at any time by written notice to the firm. Such notice shall specify the extent to which the performance of Work is terminated and the effective date of such termination. Upon receipt of such notice, the firm shall:

- (a) Immediately discontinue the Contract Scope of Work on the effective date or date of receipt of notice from IIMA, whichever is the latest and to the extent specified in the notice and place no further orders or sub-Contract for services, other than as may be required for completion of such portion of the Contract Scope of Work that is not terminated;
- (b) Promptly obtain cancellation upon terms satisfactory to IIMA of all purchase orders, sub-Contracts, rentals, or any other agreements existing for the performance of the terminated Work or assign those agreements to IIMA as instructed.
- (c) Assist IIMA in the maintenance, protection, and disposition of Work in progress, plant, tools, equipment, property, and Goods acquired by firm or furnished by firm under this Contract; and
- (d) Complete performance of the Contract Scope of Work that is not terminated.

Upon any such termination for convenience, IIMA shall have no liability towards firm for any damages, including loss of anticipated profits. As its sole right and remedy, firm shall be paid for

- a) The Work, which has been satisfactorily performed till date of such termination. firm shall have the responsibility to submit the Scope of Work that had carried out prior to the termination date with sufficient documentation within 7 days from date of the receipt of the termination notice. All such Scope of Work shall be properly protected and handed over to IIMA and
- b) All amounts due and not previously paid to firm for Contract Scope of Work completed in accordance with the Contract prior to such notice of termination, and for Work thereafter completed as specified in such notice;
- c) The termination of the Contract shall not relieve the firm of any continuing rights, obligations and liabilities under the Contract.

4.27.03 – Termination from firm 'side

The firm can also terminate the contract giving FOUR months' notice period to IIMA

4.28 Power, Water, and other facilities: Not Applicable

4.29. Contract Agreement:

The successful firm shall execute a contract Agreement with IIMA on the non-judicial stamp paper of Rs.300/- (Rupees three hundred only). The cost of stamp paper shall be borne by successful firm. IIMA reserves the right to amend the terms & conditions of contract after Mutual discussions and shall only be in writing.

4.30. Indemnity:

The firm shall indemnify and keep indemnified the Institute against all losses and claims for injuries and or damages to any person or property due to design fault.

4.31. Compliance with IIMA's rules and regulations:

The firm shall comply with all norms stipulated by the IIMA such as Gate Passes, security, maintenance of cleanliness, discipline & decency at and around the work site, safety precautions and safety regulations.

4.32. Dispute Resolution:

If any dispute, difference, controversies or claims of any kind whatsoever shall arise between IIMA and the successful firm, they shall seek to resolve any such dispute or difference by amicable mutual consultation and deliberation in good faith within 21 days from the date of intimation of such dispute, difference, controversies, or claims by referring it to the Director of IIMA.

If IIMA and successful firm fail to resolve such dispute or difference, controversy, or claim by mutual consultation, then either Party may give the other, a formal notice in writing that the dispute, difference, controversy or claim exist specifying its nature, the point(s) in issue and its intention to refer such disputes, differences, controversies, or claims to arbitration under the Arbitration and Conciliation Act, 1996. The sole arbitrator shall be appointed by Director IIMA having requisite technical expertise to adjudicate such nature of disputes. The decision of sole arbitrator shall be binding on both the parties.

Arbitration shall be held in Ahmedabad India and the arbitration proceedings shall be conducted in the English language. The arbitrator will be requested to give their award in 60 days' time. The award shall be a reasoned award and the same shall be final and binding on the Parties. The award shall be entered in the courts at Ahmedabad and such courts may order enforcement of the award against the Parties and their respective successors and permitted assignees. The costs and expenses of the arbitration shall be borne equally by both the parties. The courts in Ahmedabad shall have the exclusive jurisdiction.

4.33. Force Majeure:

If the whole of any part of the performance by the Parties of any part of their respective obligations hereunder is prevented or delayed by causes, circumstances or events beyond the control of the Parties including delays due to floods, fires, accidents, earthquakes, riots, explosions, wars, hostilities, acts of government, custom barriers, or other causes of like character beyond the control of the Parties, then to the extent the Parties shall be prevented or delayed from performing all or any part of its obligations hereunder by reason thereof despite due diligence and reasonable efforts to do so notwithstanding such causes, circumstances or events, the Parties shall be excused from performance hereunder for so long as such causes, circumstances or events shall continue to prevent or delay such performance. However, there will not be any additional cost implications towards IIMA for such delay in performance, and the successful firm agrees to complete scope of service & meet his obligations under contract for the cost agreed in LOI/ service order.

Annexure-D

Scope of Services

The firm is required to provide following services but not limited to:

Part I - ARCHITECTURE:

1. Taking client's directives for the preparation of design brief
2. Overall design and site development
3. Structural design
4. Design of sanitary, plumbing, drainage, water supply, sewerage system
5. Design of electrical, electronic, communication systems
6. Air-conditioning design (HVAC)
7. Elevators
8. Fire detection, fire protection and security systems etc.
9. Periodic inspection and evaluation of construction works
10. The building should be green rated buildings

Part II – INTERIOR (at the discretion of IIMA)

1. Complete interior and furniture design of buildings
2. Illumination design
3. Sound and acoustic design
4. Interior layout of common spaces

Part III - ALLIED FIELDS (at the discretion of IIMA)

1. Landscape architecture (architect will have to make provision for landscaping for the area of land being developed)
2. Rainwater harvesting system
3. Waste disposal
4. Signage

DETAIL SCOPE OF SERVICES:

The Architectural/design firm shall, after taking instructions from IIMA, render the following services:

CONCEPT DESIGN [STAGE 1]:

1. Interact with the client to freeze the requirements after examining site constraints & potential and prepare a design brief for Client's approval.
2. Prepare drawings and documents to enable the Client to get the detailed survey and soil investigation at the site of the project.
3. Prepare conceptual designs with reference to requirements given and prepare rough estimate of cost on area basis.

PRELIMINARY DESIGN AND DRAWINGS [STAGE 2]:

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

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

5. Prepare drawings necessary for statutory approvals and ensure compliance with codes, standards, and legislation, as applicable and OBTAIN the statutory approvals. **{It will be the responsibility of the design firm to get all necessary permissions from Ahmedabad Municipal Corporation (and other statutory bodies if required like Torrent Power, Pollution Control Board) for construction to building use. No separate amount will be paid for this. However, all fees deposited to the statutory bodies will be borne by the Institute}**

WORKING DRAWINGS AND TENDER DOCUMENTS [STAGE 4]:

6. 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 schedule of quantities should be prepared from the execution drawings and should be sufficiently correct. (Variation should not be more than 5% except for earth work and foundation where maximum of 10 % of variation can take place. In case of greater variation in quantities firm will have to inform the client in writing giving the reasons thereof and submitting a fresh Bill of quantities)

APPOINTMENT OF FIRMS [STAGE 5]:

7. Invite, receive, and analyse tenders, advice client on appointment of firms. A pre-qualification meeting will be called to clear the queries of the agencies before submission of the tenders. Firm's representative will also have to be present in this meeting. The tendering process shall be as per IIMA procurement guidelines.

CONSTRUCTION [STAGE 6]:

8. Prepare and issue working drawings and details for proper execution of works during construction.
9. Approve samples of various elements and components.
10. Check and approve shop drawings submitted by the firm/ vendors.
11. Visit the site of work, at intervals mutually agreed upon (minimum two times a week), 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 Client informed and render advice on actions, if required.

12. 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 a Project team (Clerk of Works/ Site Supervisor etc.) under the general guidance of the architectural/design firm.
13. Issue interim certificates
14. Validating extra / non-tender items by the architectural/design firm
15. Issue Virtual Completion Certificate of works completed, prepare snag list, issue Final Completion Certificate etc.
16. Cost of appointment of clerk of works for AMC permission shall also be under Architect's scope of works.

COMPLETION [STAGE 7]:

17. Prepare and submit completion reports and drawings for the project as required and obtain "Completion/ Occupancy Certificate" from statutory authorities, wherever required (**Building use permission**)
18. Issue two sets of as built drawings including that of services and structures (hard copy and soft copy both)

MISCELLANEOUS

19. Architectural/design firm will be liable for the damages arising out of their own fault
20. No extra payment will be made to the architectural/design firm and its consultants, for travelling to and from Ahmedabad. It is desired that the firm has an office or a representative in Ahmedabad.

Annexure-E

Design Brief

Particular attention is invited to the context of this architectural assignment. That context begins with Louis Kahn's extraordinary achievement in the design and construction of what has become not only one of the finest educational environments. It is also one of India's most important post-Independence architectural achievements, with a global reputation and significance. The demands of campus growth and building maintenance have had to be balanced with a responsibility to this legacy, which has been a challenge for IIMA. The issues to be addressed during the search for solutions to current demands for campus growth are, strengthening and uplifting quality of campus environments toward educational goals, meeting the maintenance demands of ageing structures, building new ones in response to need, and meeting the fiscal responsibility of investments that must deliver function, safety, aesthetics as well as a quality that can serve the coming fifty years or more.

With that perspective, two important developments have guided decision-making. One has been to meet urgent expansion needs, of which the creation of a new IIMA campus is a significant example. This was completed in 2006 and represents an important achievement of harmony with Louis Kahn's 'heritage campus' while avoiding mimicry. It has created an environment that is effective on its own terms. That approach has guided other new constructions on both campuses and offers a backdrop for the present EOI for new dormitories. The current need is linked to a second development that has engaged IIMA's attention for almost a decade. This has been the hugely difficult task of protecting the buildings on the main campus. The effort has included intensive diagnostics on Louis Kahn structures and others linked to them, undertaken in consultation with expertise drawn from across the country and the globe. Important progress has been made in key buildings while critical issues have also emerged. Among these is the outcome of a decision two years ago to restore one of the Kahn dormitory structures in an exploratory move to protect and uplift the quality of the building and its service to residents. Major lessons have emerged. These now guide the present EOI, which represents a decision to now move to new structures rather than conserve old ones.

This decision is based on the dormitory restoration experience over the past two years. It has revealed that major investments in conservation and upgrading may not deliver the quality of service or the longevity that IIMA must now ensure. The factors that have been taken into consideration include the safety of new generations of student residents, responding to their functional and other quality requirements, and ensuring the most prudent use of limited resources to meet the demands of IIMA growth and long-term solutions with a 50- year perspective.

The issues that have emerged include some related to the original construction, revealed in the course of conservation/upgrading. These include problems of slab joinery and water seepage, efflorescence due to inadequate plinth protection, moisture ingress related to brick quality, seepage and corrosion from terraces, deterioration of the external envelope façade, earthquake impact considerations, residents' demand for attached toilets, the limited life of expensive restoration, as well as the difficulty of locating contractors and supervisors proficient in matters of conservation/ preservation technologies.

It is important that those responding to this EOI familiarize themselves with a challenging context, and the demands which this context will make on creativity, sensitivity, and financial prudence.

It is also pertinent to mention that IIMA is committed to restore and maintain Louis Kahn's core buildings, Library, Faculty Block and Academic Block. This legacy is being preserved despite mounting costs of their restoration and doubt on their life extension post restoration. The Library building has already been restored and the Faculty Block is undergoing restoration at present.