



CSIR- Central Scientific Instruments Organisation
Sector-30, Chandigarh
(Engineering Services Division)
(Telefax: 0172-2657083)

CSIO/ 1440/2020-21/ESD

NIT No. 13/ 2021-22/ESD/CSIO/Chd.

Subject: Appointment of Architect for preparation of design, drawings (Civil, Electrical, water proofing, furniture, basement etc) for Construction of National Micro-Nano Fabrication Centre for Optics and Photonics in CSIR-CSIO, Chandigarh.

NOTICE INVITING TENDER FROM REPUTED ARCHITECT

On the behalf of Director, CSIR-CSIO tender is invited for the following work as detailed below. Interested parties who have successfully carried out (started and completed) at least three similar works of equal magnitude during last 10 years for Govt./ Semi-Govt./ Public Undertakings/ Reputed Private Organizations or CSIR and its laboratories need only apply along with the required information and supporting documents.

The bids are to be submitted in two envelopes. The eligibility document to be enclosed in envelopes **A** which will be opened first. The price bid will be submitted in envelop **B** which will be opened at latter date for only those architect who fulfill eligibility criteria.

Sr. No.	Name of the work	Estimated Cost of work (Project cost)	Earnest money deposits	Period of contract	Last Date & Time of purchase of tender	Last Date & Time of submission of tender	Date & Time of opening tender
1.	Appointment of Architect for preparation of design, drawings (Civil, Electrical, water proofing, furniture, basement etc) for Construction of National Micro-Nano Fabrication Centre for Optics and Photonics in CSIR-CSIO, Chandigarh.	Rs. = 5.00 Crore	NIL	03 Months	04.02.2022 5.00PM	07.02.2022 5.00PM	08.02.2022 3.30PM

The tender documents shall be issued physically. The interested and eligible parties are to submit the complete tender document on CSIO on or before above date. The tender can be downloaded from CSIO website .

(Madan Sharma)
Sr. Superintending Engineer (Civil)

Central Scientific instruments Organisation
Sector 30 Chandigarh
CSIO/1440/2020-21/ESD
APPOINTMENT OF ARCHITECTS

CSIR-CSIO Sector 30 Chandigarh wishes to Appointment of Architect for preparation of design, drawings (Civil, Electrical, water proofing, furniture, basement etc) for Construction of **National Micro-Nano Fabrication Centre for Optics and Photonics in CSIR-CSIO**, Chandigarh.

The work is located at CSIR-CSIO Sector 30 Chandigarh and the scope includes civil, water supply, plumbing, electrical and AC works etc, basement, clean room etc. The building is G+1 and basement with area of about 8000 Sq feet. The estimate cost of work is **5 crore** only.

Interested parties who have successfully carried out (started and completed) at least three similar works of equal magnitude during last 10 years for Govt./ Semi-Govt./ Public Undertakings/ Reputed Private Organizations or CSIR and its laboratories need only apply along with the following information and supporting documents:

- i) Name & Style of the firm with their constitution/ proprietorship/ partnership details etc. and date of establishment/ registration and place of working
- ii) Organizational structure, technical and other staff with their qualification.
- iii) List of similar **work of required value** successfully completed in the last 10 years in reputed Govt sector with testimonials and completion certificates from organization along with photographs.
- iv) Details of work in hand with value and likely dates of completion.
- v) Annual turnover of firm.
- vi) Architect capability of handling of project of this nature including green building approach.

The above eligibility document to be enclosed in envelopes **A** which will be opened first. The price bid will kept in envelop **B** which will be opened at latter date.

It may be noted that price bids will be opened only from the shortlisted firms at latter stage. Application in sealed cover containing above two bids along with supporting documents may be sent to Director CSIO Chandigarh as to reach him by **7/2/2022** at 5.00 p.m. and will be opened on the 8/2/2022 same day at 3.30 p.m. in the presence of applicants. Director CSIR- CSIO Chandigarh reserves the right to reject any or all the applications without assigning any reason thereof.

SE (Civil –Engg)
CSIR-CSIO
SECTOR 30 Chandigarh

Envelop B

Annexure A

Pro-forma for Financial Bid
(To be put in sealed cover)

Ref No.....
Date.....

Director
CSIR-CSIO
SECTOR 30 Chandigarh

Subject: Appointment of an Architect for Architectural Services for Construction of Lab for
Construction of National Micro-Nano Fabrication Centre for Optics and Photonics in
CSIR-CSIO, Chandigarh.

Dear Sir,

We have carefully noted the scope of work for **appointment of an Architect** for Construction of Lab for
National Micro-Nano Fabrication Centre for Optics and Photonics in CSIR-CSIO, Chandigarh. We are
pleased to quote our fees (on lump sum basis) **inclusive of all taxes** as
Rs.....

(In words) for providing our services as per the
scope of work and terms & conditions of Agreement.

Thanking you,

Signature with Name &
Designation of the Bidder

Date:

(Authorized Seal)

Scope of Work

Central Scientific Instruments Organisation (CSIO), a constituent unit of Council of Scientific & Industrial Research (CSIR), is a premier national laboratory dedicated to research, design and development of scientific and industrial instruments. It is a multi-disciplinary and multi-dimensional apex industrial research & development organization in the country to stimulate growth of Instrument Industry in India covering wide range and applications.

CSIO is a multi-disciplinary organization having well equipped laboratories manned by highly qualified and well-trained staff with infrastructural facilities in the areas of Imaging, Avionics and Display Systems; Medical Instrumentation; Optics and Photonics; Materials Science, Manufacturing Science and Instrumentation; Intelligent Machines and Communication Systems; Intelligent Sensors and Systems etc. Large number of instruments ranging from simple to highly sophisticated ones, have been designed and developed by the Institute and their know-hows have been passed on to the industry for commercial exploitation. Having contributed substantially towards the growth of the scientific instruments industry in the country, CSIO enjoys high degree of credibility among the users of the instruments as well as the instrument industry.

(A) Civil Works

- The architectural scope includes designing of Center for Micro-Nano Optics of following facility-
1. Double wall/double roof underground basement holography laboratory with temperature, humidity and vibration control.
 2. Clean Room on Ground floor: Class 100/1000 and Class 10000.(Structure Part)
 3. Utility Room 1 for clean room related accessories.
 4. Utility Room 2 for power supply, AC etc. for the whole building.
 5. Utility Room3/utility Corridor for the individual instruments related accessories (pumps, chillers etc.)
 6. Digital Holographic Laboratory in the ground floor.
 7. 3D display laboratory in the ground floor.
 8. Optical computation laboratory in the ground floor.
 9. Toilets
 10. Stairs for accessing the underground laboratory.
 11. Service lift for taking equipment/instruments to the underground laboratory.
 12. Sitting/Working space for instrument handling persons as well as waiting area.
 13. Store Room.
 14. Male and Female Toilets.
 15. Electrical Panel Room
 16. Air Handling Unit in a separate area disconnected from the building.
 17. Fire safety provision for both the floors
 18. Plenum space in the clean room for air circulation and raised floor in the clean room for air re-circulation
 19. The area of building including these labs are 6500 Sq feet (Approx)
 20. The flooring includes tiles, Aluminum ,RCC framed structure, clean room flooring and walls will be constructed as per clean room consultant's suggestion
 21. Split AC, modern lighting ,Energy Saving features
 22. Furniture lab table layouts
 23. Exterior finishing etc
 24. The preparation of drawing for submission to local authorities if any required
 25. Site visit s subsequent after start of work.

(B) Water proofing work for basement

Building will have basement In some portion. The basement is prone to water seepage and flooding. The architect is required to take the services of water **proofing consultants** to prepare design and drawings of advanced and workable water proofing method for **long term solution**. The consultant should be appointed with prior approval of CSIO. The drawing is to be prepared based upon detailed report to be prepared by consultant. The water proofing scheme and drawings to be **vetted from an reputed** Govt. Engineering College.

(C) ELECTRICAL, AC & TELEPHONE SECTION

Subject: Construction of National Micro-Nano Fabrication Centre for Optics and Photonics in CSIR-CSIO, Chandigarh.

Scope of work

S.N.	Title of Job	Brief detail of Job
I.	Electrical Power Distribution system	The job includes Supply, Installation, Testing & Commissioning of control panels, Earthings connections, supplying & laying power cables from substation to main control panels, cabling to feeder panel, end terminations, Supply, Installation, Testing & Commissioning of main control switchgears , connections, Earthing of points, testing etc.
II.	Internal Electrical Installations	The job includes copper wiring in recessed/surface steel conduit for switch boards, light point/fan point/call bell point/exhaust fan point, light plug point, power plug point, , circuit/ sub main wiring, Earthing the points, Supply, Installation, Testing & Commissioning of MCB,' DBs , MCBs ,. RCCBs (ELCB), MCCB, ACB, interconnections etc. , including supply & installation of cable tray etc.
III.	Earthing	The job includes SITC of Earthing, Plate Earthing, supplying and laying earth conductors from pit to main panels , DBs, etc. with G.I./Copper/AL wire/strip interconnections, testing etc.
IV.	Fitting and fixtures	The job includes Supply, Installation, Testing & Commissioning of Energy efficient lighting/LED recessed/surface of energy efficient luminaries, reading lights , wall picture lights , BLDC ceiling fans, exhaust fans, wall fans, etc.
V	HVAC work	The job includes Supply, Installation, Testing & Commissioning of Central AC Plant and Window / Split type air conditioners etc.
VI	On-Grid Type Solar Power Plant	The job includes Supply, Installation, Testing & Commissioning of On-Grid Solar Power Plant of capacity 45KWp on roof top of building.
VII	Fire Alarm & Fire Fighting System	The job includes Supply, Installation, Testing & Commissioning of Addressable type Fire Alarm System & Fire Fighting System.
VIII	Communication System (Telephone Services)	The job includes Supply, Installation, Testing & Commissioning of IP based telephone sets.

IX	Computer Networking System	The Job Includes Supply, Installation, Testing & Commissioning of Ethernet switch for LAN Network (internet), PVC conducting, supplying and fixing of internet jack sockets, inter connections, testing etc. to provide the. internet facility and connection from main server of CSIO.
X	Power Back-up system	The Job Includes Supply, Installation, Testing & Commissioning of UPS with batteries of 10 KVA.
XI	Surveillance System	The Job Includes Supply, Installation, Testing & Commissioning of CCTV cameras.
XII	Drinking Water Facility	The Job Includes Supply, Installation, Testing & Commissioning of Drinking Water Cooler of capacity 40 Liters with SITC of water purifier.

Superintending Engineer

ARTICLES OF AGREEMENT

Memorandum of Agreement, made thisday.....ofbetween the Council of Scientific & Industrial Research, New Delhi, a society registered under the societies Registration act, 1860. (hereinafter referred to as Employer) which expression shall, unless excluded by or repugnant to the context, be deemed to include his successors in office, representatives and assigns of the one part and M/s..... having its office at (hereinafter referred to as the Architect) which expression shall, unless excluded by or repugnant to the context, be deemed to include their successors in interest and permitted assigns of the other part.

Whereas the Employer is desirous of undertaking the Construction of Lab for Construction of National Micro-Nano Fabrication Centre for Optics and Photonics in CSIR-CSIO, Chandigarh building / project in accordance with the general requirements as set out in the enclosed conditions, and whereas the consultant has agreed to perform the services as set out in the enclosed conditions and subject to the terms and conditions set forth in the said conditions.

Now, the present witnessed and it is hereby agreed by between the parties hereto as follows:

The employer appoints the Architect and the Architect accepts the appointment on the terms and conditions mentioned in the conditions of the Agreement annexed hereto. The conditions of agreement annexed hereto shall form part and parcel of this present.

In witness whereof, the Employer through his duly authorized representatives has set his hand and the consultant through their duly authorized representatives have affixed their common seal hereunto the day and year first above written.

For and on behalf of

M/s_____

For and on behalf of the
Council of Scientific & Industrial Research

Common Seal of the Architect! Consultant*
Above named has been affixed by

(Managing Director/ Secretary/ Chairman/ Partner)

In the presence of

- 1.
- 2.

In the presence of

- 1.
- 2.

CONDITIONS OF AGREEMENT

1. Definitions

For the purpose of the agreement, the following words and expressions shall have the meaning hereby assigned to them except where the context otherwise requires:

- i. 'Approved' means approved by employer's representative in writing including subsequent confirmation of previous approval and 'Approval' means approval by Employer's representative in writing as above said.
- ii. 'Employer' shall mean Director-General, CSIR or any officer authorized by Director-General for the purpose.
- iii. Engineer: shall mean the Engineer designated by the Employer to superintend and perform other duties as indicated in the Contract.
- iv. Architect/ Consultant* means M/s_____ having a registered office at _____ or their permitted assigns or successors in office and authorized representative.
- v. 'Tendered Cost' means the cost at which the work is awarded to Consultant/ Architect for execution.
- vi. 'site' shall mean the site of the contract/ Architectural works including any building and erection thereon and any other land adjoining thereto (inclusive) as aforesaid allotted by the Employer or the Engineer for the contract's use.

2. 'Building' shall mean the proposed building of _____

3. Scope of work:

The employer would furnish the requirements and area schedule for various functions to the consultant, the consultant shall, there upon, render the following services:

I. Preliminary Stage

A. Preliminary Concept design:

The consultant shall

- a) Furnish a site evaluation and analysis report with basic approach to Circulation, activity, distribution and interaction and external linkage.
- b) Prepare site plan (layout plan) showing contours, features and services and facilities available, general layout of buildings and services, preliminary sketch and design with drawing, giving details of useful areas, services areas, circulation area and total plinth area and preliminary estimate to provide information in respect of magnitude of work and its component and service and cost of all such items involved. The consultants should submit the design and modify it if considered necessary by the Employer.
- c) Site inspections for finalization of above details shall be conducted by the Consultants at their own cost.
- d) Obtain the approval of the Employer to (c) above and supply 6 copies of approved site plan (Layout Plan).

B. Preliminary Planning:

- a) Preliminary planning of all internal and external utility services like water supply, sewerage, storm water drainage, electrical, HV AC (Heating, Ventilation and Air-conditioning) Fire Alarm & Fire fighting appliances acoustics, telephone conduit, street/compound lighting landscaping, development plans showing roads, paths, parks, paved areas, drains, culverts, compound walls, external lighting, interior design and graphic signage, security system, telecommunication system etc. indicating scope, specifications and costs separately of such sub-head. The scope of work shall be as defined above, however, the employer reserves the right to exclude any of the above services from the scope of the Consultants' work.
- b) Obtain approval of the employer to (a) above.
- c) Obtain the approval of the employer to (c) above.
- d) Submit the proposal to local body complete as per requirement of local bodies including preparation of Model/Presentation of Model etc. if any.
- e) Obtain the approval of layout plan & drawing from the competent authority statutory body, if necessary, according to the local Acts, laws, Regulations etc. and make any changes desired by such authorities. The approved/ modified layout plan and drawings are to be submitted to the Employer.

II. Working Drawing Stage:

The preparation of detailed working drawings with details incorporating services and schedule of quantities.

This will include:

- a) Preparation of working and detailed architectural
- b) Obtaining approval of local authorities, if any, and make changes required by them.
- c) Provide schematic design and drawing for water proofing of basement portion through consultants.

III. Construction Stage:

- a) Supply to the employer four copies of the detailed working drawings, specifications free of charge for use during execution of work.
- b) Supply to the Employer such further drawings, specifications or details which may be required for proper execution of work.
- c) Obtain Employer's approval for any material deviation in design, cost, working drawings, schedule and specifications from the approved scheme.
- d) Visit the site of work at least once a month to clarify any decision or interpretation of the drawings and specifications that may be necessary and attend conferences and meetings as and when required. After each site visit the Architect should confirm that the work is being executed as per drawings & specifications and deviations if any shall be brought to the notice of Employer.

IV. Completion Stage:

- a) Obtain completion and occupation certificates, wherever necessary from the local bodies after completion of work and inspection by Municipal/ Fire/ Electrical Inspectors and supply the same to the Employer. For this purpose any assistance required from the employer will be extended to the consultant. Any fee payable to local bodies for issue of completion certificate, shall be borne by the employer.
- b) Prepare completion drawings, including 1:100 scale plans elevations and cross sections etc. indicating the details of the building and all internal and external services as completed and supply 4 sets of completion drawings to the Employer and also hand over the original of the completion drawings to the Employer. The changes, if any during the execution of work will be intimated by the employer to the consultants for preparation of above drawings.
- c) Assist the employer in Arbitration/ Litigation case that may arise out of the contract entered into, in respect of above work, regarding clarifications/ interpretations, supply of drawings, designs, specifications as and when required. The consultants role will be limited to these clarifications only and unless specifically required by Arbitrator/ Court, he shall not be required to participate in actual Arbitration/ Litigation.

4. Payment of Remuneration:

REMUNERATION

The fees for the Architectural consultancy for the above project will remain unchanged even if the total cost of the project increases subsequently. The fee includes the cost of providing local representative for day to day liaisoning during the designing and executing the project and travel expenses towards periodical supervision by the Architects, Engineers and other technical persons. All taxes are to be borne by the architect.

(a) The Consultancy Fee:

The Employer agrees to pay the consultants for the professional services to be rendered by them as herein above described at 3 (I, II, III, IV) the following fee.

A lumpsum fee of Rs.....(inclusive of all taxes) provided the planning & design work is done by the consultant. Subsequent escalation in tendered cost of work due to variations in the cost of labour, material, specifications etc. shall not be paid. For any portion of work deleted at any stage, the consultant shall be paid the fee only upto the stage of work done just before deletion. No additional fee is payable for deviations in the quantities of any item during actual execution. Fee shall be calculated on tendered cost. No extra/ substituted items, deviations (plus/ minus) shall be considered.

- (b) The above fee at 4(a) is inclusive of fee payable by the consultant to any other consultant/ Associate(s) and nothing extra shall be payable by the Employer for this purpose. No separate amount is payable for service tax and the same is deemed to be included in the above fee. The consultant shall be reimbursed any other future taxes imposed by the Govt. subject to submission of proof of payment of such taxes.

(c) Mode of Payment:

- | | |
|---|-----|
| 1. Preparation of preliminary schemes and estimate | 10% |
| 2. Preparation of detailed drawings, plans, elevations etc | 40% |
| 3. During the execution of work (on pro-rata basis)
commensurate with the value of the work executed | 50% |

5. Additions and alterations:

- i) The Employer shall have the right to request in writing for additions alterations, modifications or deletions in the design and drawing of any part of the work and to request in writing for additional work in connection therewith and the consultants shall comply with such requests without any extra cost.
- ii) However, if the employer deviates substantially from the original scheme which involves change in the scope of work leading to increase in overall tendered cost by more than 10% and the Consultant is necessarily required to issue fresh drawings for these works for its proper execution, extra services, expenses and extra labour on the part of the consultant for making changes and additions to the drawings, specifications or other documents due to tendering major part or whole of his work infructuous, the Consultants may then be compensated for such extra services and expenses on quantum merit basis at percentage applicable under this agreement and to be determined mutually unless such changes, alterations are due to consultants' own omissions and/ or discrepancies, including changes under clause 3 1 (A) & B, 3 II (c) & (d) due to changes required by consultants of all internal, external services. The decision of the Employer shall be final on whether the deviation and additions are substantial as requiring any compensation to be paid to the consultants. However, for the minor modification or alteration which does not affect the entire design, planning etc. no amount will be payable.
- iii) If it is found after call of tenders that the acceptable tender is not within the amount sanctioned, the consultants shall, if so desired by the employer, take steps to carry out necessary modifications in the design and specifications to see that the tendered cost does not exceed the amount of corresponding sanction by more than 5% (five percent). The consultants shall not be paid anything extra for such modifications. If the employer is convinced that the trend of the market rate is such that the work cannot be done within the amount of sanctioned estimate, the consultants shall submit a revised estimate expeditiously for obtaining sanction of the competent authority.
- iv) The consultant shall not make any material deviation, alteration, addition to or omission from the work shown and described in the contract document except without first obtaining the written consent of the Employer.
- v) The cost of individual work shall not exceed the sanctioned estimate as approved by the employer. Employer's approval in advance shall be taken for any such increase anticipated giving full justification.

6. Time Schedule:

Commencement of work:

The commencement of work will be considered from the date of furnishing the requirements and area schedule of various functions by the employer to the consultants after signing the agreement.

- 1) Furnish a site evaluation and analysis report with basic approach to circulation, activity distribution and interaction and external linkage – 1week
- 2) Prepare conceptual design - **2 weeks**.
- 3) Modify the conceptual design incorporating required change and prepare preliminary drawings and design and study model for the client's approval - **2 weeks**.
- 4) Prepare drawings necessary for submission to statutory bodies for sanction and arrange to procure the sanctions required to take up the construction work - **2 weeks**.

- 5) Prepare working drawings, specifications and schedule of quantities with rates sufficient to prepare estimate of cost - **2 weeks**.
- 6) Prepare part working drawings including large scale and full size details, detailed specifications and schedule of quantities sufficient to invite tenders - **2 weeks**

The above time schedule includes time for obtaining required approvals, if any and completion certificate etc. from local bodies. However, if delay is caused by the local bodies beyond control of the consultant, the department may consider such delays favorably.

7. Compensation for delay:

The time allowed for carrying out the work as specified in clause 6 shall be strictly observed by the consultants and shall be deemed to be the essence of the contract on the part of the consultants. The work shall thorough-out the stipulated period of the contract be processed with all diligence and in the event of failure of the consultants to complete the work within time schedule as specified above or within the extended period as approved by the employer in writing, the consultants shall pay as compensation amount equal to 1/2 % (half percent) for every week of delay on total fee payable, that the work remain unfinished after the specified date subject to maximum of 5% of the total fee payable to the consultant.

8. Abandonment of work:

That if the consultant abandon the work for any reason whatsoever or become incapacitated from action as consultants as aforesaid, the employer may make full use of all or any of the drawings prepared by the consultants and that the consultants shall be liable to refund any excess fees paid to them up to that date plus such damages as may be assessed by the employer.

9. Termination:

The Employer without any prejudice to its right against the consultants in respect of any delay or otherwise or to any claims or damages in respect of any breaches of the contract and without prejudice to any right or remedies under any of the provisions of this contract may terminate the contract by giving one months notice in writing to the consultants and in the event of such termination, the consultants shall be liable to refund the excess payment, if any, made to them over and above what is due in terms of this agreement on the date of termination and employer may make full use of all or any of the drawings prepared by the consultants.

In case due to any circumstances, the employer decides to curtail the scope of work or totally abandon the work, the payment to the consultants would be made based on approved preliminary estimate upto the stage of work executed by him immediately before taking such a decision. However, once the work is awarded and then the scope is reduced, the payment to the consultants will not be affected so long as he has completed supply of all drawings and schedule as per agreement.

10. Arbitration:

That if any dispute, difference or question shall at any time arise between the parties in respect of the meaning or interpretation of this agreement or covering anything herein contained or the validity of the enforcement thereof which cannot be settled mutually, shall within 30 days (or such longer period as may be agreed upon) from the date one party informs the other in writing that such dispute or disputes or disagreement.) exist, be referred to sole arbitration by a person appointed by the DG CSIR.

The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, DGCSIR as at the time of such transfer, vacation of office or inability to act, shall appoint another person to act as arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. The arbitration proceedings will be conducted in accordance with and be subject to Arbitration and Conciliation Act 1996 as amended from time to time and the decision of the arbitrator shall be final and binding on the parties.

The arbitrator will have its seat at site of work or at such place in India as may be decided by the arbitrator.

The consultants shall continue to perform their duties with diligence notwithstanding the fact that a dispute has been referred to arbitration or any dispute or difference has arisen.

It is also the term of the agreement that if the consultant do not make demand for arbitration in respect of any item in writing within 90 days of receiving intimation from the employer that the final bill is ready for payment, the claim of the consultant will be deemed to have been waived and absolutely barred and the employer shall be discharged and released of all liabilities under the agreement in respect of these claims.

11. Number of Drawing Sets, etc. and copyright:

Under this agreement, the drawings architectural, , electrical, air conditioning or other services (internal and external) would be supplied by the consultants as indicated above, but not less than 4 specified sets of prints and one reproducible copy in A-1 size. Any extra sets of drawings, if required the employer shall be supplied at mutually agreed cost. All these drawings will become the property of the employer and he will have the right use of the same anywhere else. In that event, the employer will pay a royalty to the consultants on mutually acceptable basis. The drawing cannot be issued to any other person, firm or authority or used by the consultants for any other project. No copies of any drawing or document shall be issued to anyone except the employer and authorized representative.

12. Determination or Rescission of Agreement:

The employer without any prejudice to its right against the consultant in respect of any delay by notice in writing absolutely may determine the contract in any of the following cases :-

- i) If the consultants being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of the creditor shall be appointed or if circumstances shall arise which entitle the court or creditor to appoint a receiver or a manager which entitles the court to make up a winding order.
- ii) If the consultants commit breach of any of the terms of agreement.

When the consultants have made themselves liable for action under any of the clauses aforesaid, the employer shall have powers:-

- a) To determine or rescind the agreement
- b) To engage another consultant(s) to carry out the balance work at the risk and cost of the consultant and debiting the consultant(s) the excess amount, if any, so spent.

General:

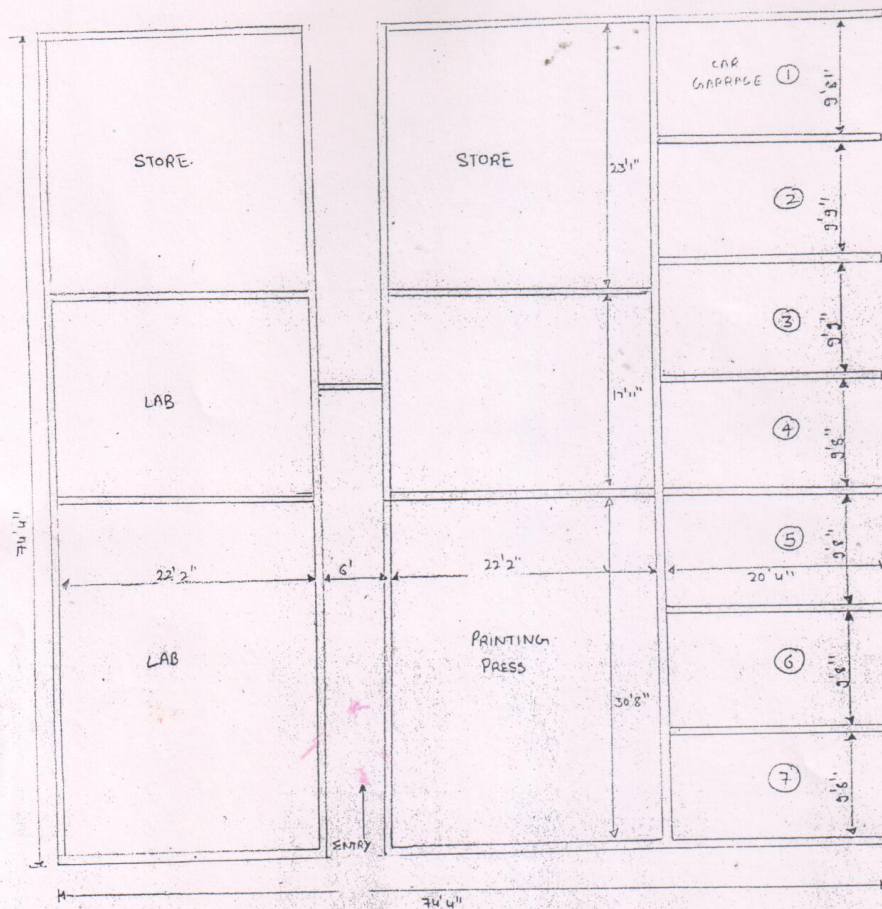
13. The scrutiny of the drawing, and designs by the employer's own supervisory staff, if any, does not absolve the consultants of their responsibility under the agreement. The consultants shall remain solely responsible for structural soundness of the design and for all provisions of the contract so as to satisfy the particular requirement of the Architectural specifications.
14. The consultants shall supply to the employer copies of all documents, instructions issued to contractors, if any, relating to the work, drawings, specifications, bill of quantities and also other documents as may be required.
15. The consultants hereby agree that the fees to be paid as provided herein (clause 4) will be in full discharge of function to be performed by him and no claim whatsoever shall be against the employer in respect of any proprietary rights or copy rights on the part of any party relating to the plans, models and drawings.

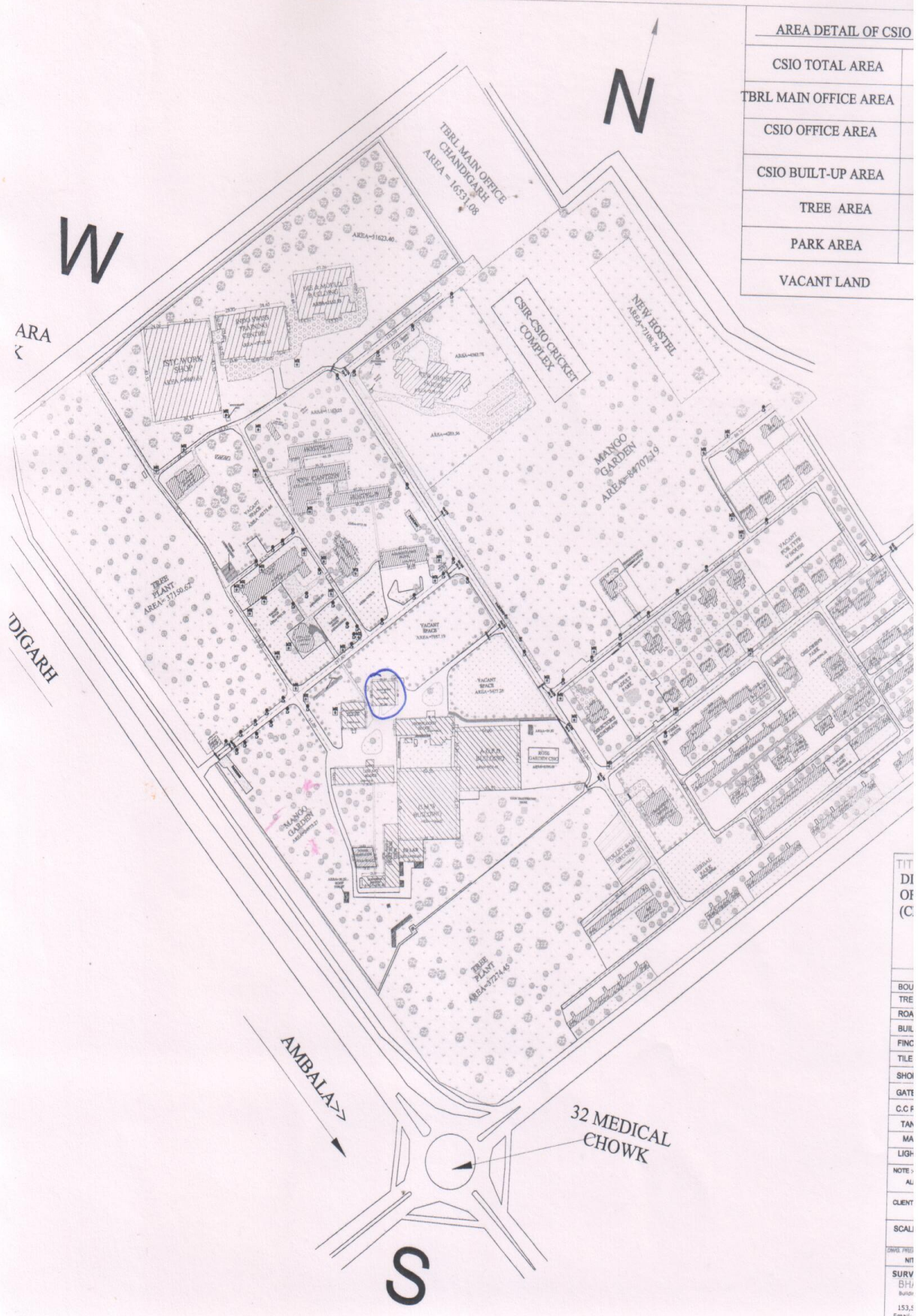
The consultants shall indemnify and keep indemnified the employer against any such claims and against all costs and expenses paid by the employer in defending himself against such claims.

16. Exclusion clause:

The following are not included in the scope of work of the consultants:-

- i) Survey site plan and soil investigation.
- ii) Obtaining water, sewerage and electrical connections from the local authorities.
- iii) Cost of testing of water, however, testing of water will be got done by the consultant.

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