

EXPRESSION OF INTEREST

FOR ENGAGEMENT OF

ARCHITECT / ARCHITECTURAL FIRM



State University of Performing & Visual Arts, Rohtak



**DADA LAKHMI CHAND STATE UNIVERSITY OF PERFORMING AND VISUAL ARTS,
ROHTAK**

(Established by State Legislative Act 24 of 2014)

- Name of work** : - **Expression of Interest for Engagement of Architect / Architectural Firms at DLCSUPVA, Rohtak.**
- Non-refundable Registration money and other charges** : - **5,000/- as registration fee + 1000/- as e-service + 5,000 as tender document fee = Total 11,000/-**
- Price bids to be received** : - **From 16.03.2024 To 06.04.2024**

(SHORT NOTICE FOR INVITATION OF PRICE BIDS)

Dada Lakhmi Chand State University Of Performing And Visual Arts, Rohtak, invites online price bids from following technically qualified architects / architectural firms on Haryana Govt. e-portal i.e. etenders.hry.nic.in from 16.03.2024 to 06.04.2024 and to be opened on 08.04.2024 for the ensuing projects, renovation, maintenance etc. related with civil, PH, Electrical and other allied fields/ works like.

1. Construction of Library Building = covered area 43,000 sft (Approx.)
2. Construction of Administrative Block = covered area 72,400 sft (Approx.)
3. Construction of Boys Hostel = covered area 65,635 sft (Approx.)
4. Construction of Girls Hostel = covered area 42,635 sft (Approx.)
5. Construction of Multi-purpose Hall = covered area 25,835 sft (Approx.)

The architects /architectural firms has to deposit one time registration fee i.e. 5,000/- + E-service fee i.e. 1000/- + 5,000 Tender Document Fees total 11,000/- (Non-refundable) through RTGS / NEFT well before 48:00 hours from the expiry date of submission of bid, so as to verify the payment.

Registrar

CONDITONS:-

1. Conditional bids will not be entertained & are liable to be rejected.
2. In case the day of opening of bids happens to be holiday, the bids will be opened on the next working day. The time and place of receipt of bids and other conditions will remain unchanged.
3. The Vice-Chancellor reserves the right to reject any bid or all the bids without assigning any reason.
4. The bid without one time registration fee will not be opened and liable to be rejected.
5. The jurisdiction of court will be at Rohtak.
6. Bids shall be valid for 120 days from the date of bid closing i.e. from last date of submission of EMD. In case the last day to accept the tender happens to be holiday, validity to accept tender will be the next working day
7. The firm should have to be in touch with the University website / Haryana govt. e-portal for any change till last date.
8. The University reserves the right to accept or reject or negotiate any of the bid or conditions/ items without assigning any reason.

Registrar

DLCSUPVA, Rohtak

Ph. 01262-242705

Instructions to bidder on Electronic Tendering System

These conditions will over-rule the conditions stated in the tender documents, wherever relevant and applicable.

1. Registration of bidders on e-Procurement Portal:-

All the bidders intending to participate in the tenders' process online are required to get registered on the centralized E-Procurement Portal i.e. <https://etenders.hry.nic.in>. Please visit the website for more details.

2. Obtaining a Digital Certificate:

2.1 The Bids submitted online should be encrypted and signed electronically with a Digital Certificate to establish the identity of the bidder bidding online. These Digital Certificates are issued by an Approved Certifying Authority, by the Controller of Certifying Authorities, Government of India.

2.2 A Digital Certificate is issued upon receipt of mandatory identity (i.e. Applicant's PAN Card) and Address proofs and verification form duly attested by the Bank Manager / Post Master / Gazetted Officer. Only upon the receipt of the required documents, a digital certificate can be issued. For more details please visit the website – <https://etenders.hry.nic.in>.

2.3 The bidders may obtain Class-II or III digital signature certificate from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying Authorities or may obtain information and application format and documents required for the issue of digital certificate from.

M/s Nextenders (india) Pvt. Ltd.

2.4 The bidder must ensure that he/she comply by the online available important guidelines at the portal <https://etenders.hry.nic.in> for Digital Signature Certificate (DSC) including the e-Token carrying DSCs.

2.5 Bid for a particular tender must be submitted online using the digital certificate (Encryption & Signing), which is used to encrypt and sign the data during the stage of bid preparation. In case, during the process of a particular tender, the user loses his digital certificate (due to virus attack, hardware problem, operating system or any other problem) he will not be able to submit the bid online. Hence, the users are advised to keep a backup of the certificate and also keep the copies at safe place under proper security (for its use in case of emergencies).

2.6 In case of online tendering, if the digital certificate issued to the authorized user of a firm is used for signing and submitting a bid, it will be considered equivalent to a no-objection certificate /power of attorney / lawful authorization to that User. The firm has to authorize a specific individual through an authorization certificate signed by all partners to use the digital certificate as per Indian Information Technology Act 2000. Unless the certificates are revoked, it will be assumed to represent adequate authority of the user to bid on behalf of the firm in the department tenders as per Information Technology Act 2000. The digital signature of this authorized user will be binding on the firm.

2.7 In case of any change in the authorization, it shall be the responsibility of management / partners of the firm to inform the certifying authority about the change and to obtain the digital signatures of the new person / user on behalf of the firm / company. The procedure for application of a digital certificate however will remain the same for the new user.

2.8 The same procedure holds true for the authorized users in a private/Public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.

3 Opening of an Electronic payment:

For purchasing the tender documents online, bidders are required to pay the tender documents fee online using the electronic payments gateway service. For online payments guidelines, please refer to the Home page of the e-tendering Portal <https://etenders.hry.nic.in>

4 Pre-requisites for online bidding:

In order to operate on the electronic tender management system, a user's machine is required to be set up. A help file on system setup/Pre-requisite can be obtained from Nextenders (India) Pvt. Ltd. or downloaded from the home page of the website - <https://etenders.hry.nic.in>. The link for downloading required java applet & DC setup are also available on the Home page of the e-tendering Portal.

5 Online Viewing of Detailed Notice Inviting Tenders:

The bidders can view the detailed N.I.T and the time schedule (Key Dates) for all the tenders floated through the single portal e-Procurement system on the Home Page at <https://etenders.hry.nic.in>.

6 Download of Tender Documents:

The tender documents can be downloaded free of cost from the e-Procurement portal <https://etenders.hry.nic.in>

7 Key Dates:

The bidders are strictly advised to follow dates and times as indicated in the online Notice Inviting Tenders. The date and time shall be binding on all bidders. All online activities are time tracked and the system enforces time locks that ensure that no activity or transaction can take place outside the start and end dates and the time of the stage as defined in the online Notice Inviting Tenders.

8 Bid Preparation (Technical & Financial) Online Payment of Tender Document Fee, eService fee, EMD fees.

8.1 The online payment for Tender document fee, eService Fee & EMD can be done using the secure electronic payment gateway. The Payment for Tender Document Fee and eService Fee can be made by eligible bidders/ contractors online directly through Debit Cards & Internet Banking Accounts and the Payment for EMD can be made online directly through RTGS / NEFT.

The secure electronic payments gateway is an online interface between contractors and Debit card / online payment authorization networks.

Hence, the bidders have to provide information and credentials related to manual payment submission at single portal e - Procurement system, under Technical Envelope of the respective tenders.

8.2 The bidders shall upload their technical offer containing documents, qualifying criteria, technical specification, schedule of deliveries, and all other terms and conditions except the rates (price bid).

The bidders shall quote the prices in price bid format.

NOTE:-

(A) Bidders participating in online tenders shall check the validity of his/her Digital Signature Certificate before participating in the online Tenders at the portal <https://etenders.hry.nic.in>.

(B) For help manual please refer to the 'Home Page' of the eProcurement website at <https://etenders.hry.nic.in>, and click on the available link 'How to...?' to download the file.

1. The agency shall get the bank Guarantee of Earnest Money verified from the concerned issuing bank branch and submit the Confirmation letter of Bank Guarantee alongwith the bank Guarantee. The Confirmation letter should contain the land line telephone no. Fax No. of the issuing Bank branch and land line telephone No. Fax No., of the regional office of the Bank. The Bank Guarantee should contain full names & designation of the two officers signing the Bank Guarantee alongwith their code number.

**Registrar,
DLCSUPVA, Rohtak**

1.0 About the University

Dada Lakhmi Chand State University of Performing & Visual Arts, Rohtak came into existence on August 5, 2014 through Haryana Act No. 24 of 2014 by integrating four Government Technical Institutions, namely State Institute of Fine Arts (SIFA), State Institute of Design (SID), State Institute of Film & Television (SIFT) and State Institute of Urban Planning & Architecture (SIUPA).

This University has been conceived to facilitate and promote studies and research in emerging areas of higher education with focus on new frontiers of Design, Fine Arts, Film and Television and Urban Planning and Architecture to achieve excellence in these and connected fields.

The campus is spread over 36 acre of land, beautifully designed with a healthy, verdant campus. It is centrally located in the state of Haryana at a distance of about 70 Kms from the national capital, 90 Kms from IGI Airport and 220 Kms from Chandigarh, and is well-connected with the road and railway network. With magnificent buildings and state-of-art infrastructure, it has spacious seminar halls, laboratories, workshops and studios, well-equipped with latest machinery and equipments. Central facilities like Auditorium, Seminar Halls, Central Library, etc. are also available for academics and extra-curricular activities. A girls' hostel with a capacity to accommodate 170 students is available in the campus. Housing facility for both faculty and nonteaching staff are available in sufficient quantity.

Presently, there are four Faculties in which 14 Under Graduate Degree level programmes are being run; four in the Faculty of Fine Arts, four in the Faculty of Design, five in the Faculty of Film & Television and Bachelor of Architecture programme in Faculty of Urban Planning and Architecture. Besides, four Post-Graduate programmes available with the University are: Master in Fashion Design, Master of Applied Arts, Master in Mass Communication (Media Production) and Master of Planning (Urban & Regional).

The State Govt. has also decided to setup a Regional Centre of the University at Village Aterna, Distt- Sonapat in which various courses of Humanities and Social Sciences, including Cultural and Folk Media Studies will also be introduced in the near future.

Mission

Dada Lakhmi Chand State University of Performing and Visual Arts is committed and dedicated to create a Centre of Global Excellence by shaping multifaceted personality of youth through creativity and evolving and advancement of profound linkages among humanitarian values with social and national ethos.

Objectives

Dada Lakhmi Chand State University of Performing and Visual Arts aims at creative exploration and inter-disciplinary learning, enriched by meaningful practical experiences in arts and culture, to facilitate refinement of insight, innovation, imagination, and enlightenment.

2.0 General Information & Instructions

- i) It is proposed to engage Architect/Architectural Firm for the various categories as indicated:

Category A : Firms in the category will provide Comprehensive Architectural , structural & engineering services consultancy which shall include planning, designing, preparing estimates , BOQ ,tender document, structural vetting from any Indian Institute of Technology (IIT)/NIT/ any reputed Government Institution, University, to obtain all mandatory approvals from local, State and Central Govt./ Semi Govt. authorities/ PSU's etc. including preparation and submission of all related drawings, designs, proposals etc., concerning with the University work and projects, fortnightly visits as per site requirement regarding supervision and execution of educational buildings and/or extension to the existing such buildings and other infrastructure including preparation of Comprehensive Master Plan of Dada Lakhmi Chand State University Of Performing And Visual Arts, Rohtak which will include visioning and programming, site studies to understand the site's geographic, environmental, social, urban and historic context, preliminary zoning, massing and case studies, preliminary master plan, Final Master Plan etc. costing more than Rs.10.00 Crores.

Category B : Firms in the category will provide Comprehensive Architectural, structural & engineering services consultancy which shall include planning, designing, preparing estimates , BOQ, tender document, structural vetting from any Indian Institute of Technology (IIT) NIT/ any reputed Government Institution, University, to obtain all mandatory approvals from local, State and Central Govt./ Semi Govt. authorities/ PSU's etc. including preparation and submission of all related drawings, designs, proposals etc., concerning with the University work and projects, fortnightly visits as per site requirement regarding supervision and execution of educational buildings and/or extension to the existing such buildings and other infrastructure including preparation of Comprehensive Master Plan of Dada Lakhmi Chand State University Of Performing And Visual Arts, Rohtak which will include visioning and programming, site studies to understand the site's geographic, environmental, social, urban and historic context, preliminary zoning, massing and case studies, preliminary master plan, Final Master Plan etc. costing less than Rs.10.00 Crores.

- ii) All Information called for in the proforma should be furnished against the relevant columns. Additional information may be furnished on a separate sheet by mentioning the same against the relevant column. If any particular/query is not applicable, it should be stated as 'Not-Applicable'. Incomplete applications will be summarily rejected.
- iii) The applications should be typewritten/ printed. The Architect's/Architectural Firms, signature & seal should appear on each page of the application.
- iv) Overwriting should be avoided. Correction, if any, should be made by neatly crossing out, initials, dating and rewriting.

- v) Credentials, references, information and certificates from the client certifying performance along with list of important works executed with the cost/ value during the last ten years etc. should be furnished in the prescribed formats.
- vi) The applicant shall deposit an amount of Rs. 11,000/- (Rs. 5,000/- as registration fees + Rs. 1,000/- for e-service fee and Rs. 5,000/- for EOI document/application fee) (non-refundable) online through Debit cards or internet banking accounts.
- vii) The application should invariably be accompanied by the Undertaking on the prescribed format.
- viii) DLCSUPVA reserves the right to verify the performance of Architects/Architectural firms and to call for any further information, if required.
- ix) An Architect/Architectural Firms may furnish any additional information, which they think is relevant for the purpose. They are, however, advised not to furnish superfluous information. No information shall be entertained after the last date of submission of application form, unless it is called for by the DLCSUPVA, Rohtak.
- x) Any information furnished by Architect/Architectural Firms found to be incorrect either immediately or at a later date, would render striking off their name from the DLCSUPVA, Rohtak list of Architects/Architectural Firms without prejudice to any other right or remedy available in law.
- xi) DLCSUPVA, Rohtak reserves the right to accept or reject any or all the applications without assigning any reasons thereof and no correspondence in this regard shall be entertained.
- xii) Documents submitted/uploaded on e-portal of Haryana Govt. against this notice/invitation will be treated as confidential and will not be returned.
- xiii) Decision of DLCSUPVA, Rohtak with regard to engagement of the Architects shall be final. DLCSUPVA, Rohtak is not bound to assign any reasons thereof.
- (xiv) Initially the engagement shall be valid for three years. The Architects/ Architectural Firms for various categories are required to pay one time registration fees based on the category.

The details of the one-time registration fees are as follows:-

S.No.	Category	Registration Fees
1.	'A', 'B'	Rs. 5,000/-

3.0 Contract Assignment Process

The Contract Assignment Process shall consist of the following two stages:

- i) Initial Eligibility: The applications will be screened based on the initial eligibility criteria

mentioned at Clause No.-4 of this application document. Applicants found eligible based on the Initially Eligibility Criteria will be considered for the next stage evaluation.

- ii) Detailed Evaluation: The applications found eligible as per the Initial Eligibility Criteria shall be further evaluated based on the Work Experience of University/Educational Campus Planning, Educational Buildings, Architectural Competition won, Experience in Green Building, Average Annual Financial Turnover etc. by allocation of marks for various criteria as detailed in Clause No - 5.

4.0 Initial Eligibility Criteria

- i) The applicant should be an Architect registered with the Council of Architecture, India (COA) or Architectural Firms fully owned by Architects registered with COA, eligible as per the initial eligibility criterion given in this document. In this connection, please refer the Public Notice issued by COA. The copy of same is enclosed at Annexure-XI
- ii) Architect/Architectural Firm should have registered GST number.
- iii) An applicant should have during the last five years, neither failed to perform on any agreement nor been expelled from any project or agreement nor have any agreement terminated for breach by the applicant.
- iv) The bidder shall furnish an undertaking duly attested by notary in a non-judicial stamp paper of value Rs. 100/- (Rupees Hundred Only) regarding their non-blacklisting /debarred in any of the government department and public sector undertaking enterprise in India and Central /State vigilance commission during the last five financial years as per Annexure-X.
- v) The Architect or Architectural Firm may have annual turnover of at least a sum of Rs. 75 Lacs or above as comprehensive consultancy fee during last three financial years duly audited & certified by Chartered Accountant.
- vi) The Architect or Architectural Firm should have carried out within the last ten years, design and supervision of One Educational (Preferably University /College) campus with multiple buildings and facilities of not less than 05 acres (Purely residential campuses or residential colonies or industrial campuses will not qualify)

OR

At least two Educational buildings/Buildings in Educational Campus, each having a plinth area of 5000 sqm or more.

- vii) Desirable:- The preference will be given to the architectural firm which is a Building Information Modeling (BIM) enabled firm and adequate proofs should be incorporated with the application.

5.0 Detailed Evaluation

- i) The applicant's eligibility for engagement shall be initially determined based on the criteria mentioned at Clause No. 4.0.

- ii) The Architect/Architectural Firm meeting the initial eligibility criteria shall be further evaluated based on the following parameters:

S.No.	Head	Marks
i)	Work Experience (Educational Campus Planning) Comprehensive Architectural Consultancy of University / Institutional buildings/ Educational buildings/ buildings in Educational campus	25 Marks
ii)	Architectural Competition won during practice	10 Marks
iii)	Experience in Green Buildings	10 Marks
iv)	Average Annual Financial Turnover	40 Marks
	a. Turnover below Rs. 02 Cr. Marks	15
	b. Turnover From Rs. 02 -03 Cr. Marks	20
	c. Turnover From Rs. 03-04 Cr. Marks	25
	d. Turnover From Rs. 04-05 Cr. Marks & above	40
v)	Presentation of the executed projects.	15 marks
	Total	100 Marks

- iii) Minimum criteria for qualifying in scoring process will be of 60 marks:

6.0 Documents to be submitted/uploaded

The following documents duly attested & certified should be uploaded along with the application for verification of the eligibility:

A. For Initial Eligibility Criteria:

- i) Certified copy of registration with Council of Architecture for the proprietor or senior most partner in a partnership firm.
- ii) Certified copy of registration for practice.
- iii) Attested photocopy of Certificate of registration/Partnership deed.
- iv) An undertaking duly attested by Notary in a non-judicial stamp paper of value Rs. 100/- regarding their non-black listing/debarring in any of the Govt. Department and Public Sector Undertaking/Enterprise in India and Central Vigilance Commission during last 5 years.
- v) Attested photocopy of registration with relevant tax authority i.e. GST.
- vi) Attested photocopy of performance certificate(s) from the client for the completed

work clearly mentioning the Area of the campus/building, value of buildings, location, year of completion, name of client for verification eligibility as per Clause- 4 (v); Page-5&6.

- vii) Proof of being Building Information Modeling (BIM) enabled Architectural firm.
- viii) Attested copy of PAN no.
- ix) Attested copy of Green Building certification

B. For Detailed Evaluation

a) Work Experience:

- i) Master Plan of each campus in A-3 size sheet / format.
- ii) Minimum Three photographs that bring out the essence of campus planning for each campus (can be composed in separate A-3 sheets).
- iii) Write up in a single page A-4 size for each campus with area and other details (font size 12).
- iv) A certificate from the Client confirming that the participant had designed the Campus successfully.
- v) Attested photocopy of performance certificates from the client for the completed work clearly mentioning the value of buildings, area, location, name of client and year of completion etc. supported by three photographs of each project (This is verifiable by DLCSUPVA, if required).

b) Comprehensive Architectural consultancy of University buildings/Educational Buildings/ Institutional building in Educational campus:

- i) Site Plan/Ground Floor Plan in A-3 format for each of the building.
- ii) Typical floor in A-3 format for each of the building.
- iii) Write up in a single page A-4 size for each building with area and other details.
- iv) A certificate from the client confirming that the participant had designed the building.

c) Competitions won during practice:

- i) Certified copy of citation received or official announcement of winning competition in press.

d) Average Annual Financial Turnover:

- i) Audited Balance Sheet highlighting the consultancy fees received during last 3 Financial Year
- ii) The consultancy fee should be at least a sum of Rs. 75.00 Lacs or above annually duly audited and certified by the Chartered Accountant.

- iii) Income Tax Returns of the last three years audited & certified by a Chartered Accountant with the confirmation of the turnover in Professional Fee is exclusive of services rendered for interior designs or other allied works.

e) Experience in Green Building

- i) Copy of Certificate received in respect of building or project designed and/or verifiable publication of the project in any Architectural or Scientific journal or any other Institution authorized for certification of Green building (LEED, GRIHA, IGBC or any other equivalent body / authority).

7.0 Submission / uploading of Documents

The application alongwith relevant documents in the prescribed form duly completed and signed should be uploaded on Haryana Govt. e-portal i.e. 06.04.2024 upto 17.00Hrs. A hard copy of application alongwith relevant documents should be submitted on or upto 08.04.2024 17.00 hrs. in the office of Registrar, DLCSUPVA, Rohtak, for verification & office record.

UNDERTAKING

Application for engagement of the Architects/Architectural Firms

Name of the Applicant _____

Last date for Submission:

I/We have read and understood the instructions and the terms and conditions contained in the application form. I/We do hereby declare that the information furnished in the application and in the supplementary sheets from page _____ to _____ are correct to the best of my/our knowledge and belief. It is certified that we have not been blacklisted by any organization of State / Central Government of India including CVC. The undersigned is fully authorized to sign and submit this application form on behalf of the organization, he/she represents. We authorize DLCSUPVA to approach individuals, employers, firms and corporations to verify our competence and general reputation.

Signature _____

Name _____

Designation _____

Address _____

Seal -----

Place _____

Date _____

INFORMATION TO BE FURNISHED BY THE APPLICANT

1. Name of firm and registered office :
address including year of establishment.
2. Whether proprietary/ Partnership/Pvt. :
Ltd./Public Ltd.?
(Certificate of registration/Partnership deed to
be enclosed)
3. Names, qualifications and experience of all
technical personnel in the firm
(Details to be furnished in the prescribed
proforma (Annexure-I).
4. Whether registered as a member of :
Council of Architects?
(Yes/No, if yes please attach copy of the
membership)
5. Registration with Tax authorities

GST No. :
- {Copies of registration with relevant authorities
to be enclosed (if any)}*
6. Details of Educational Projects (Campus :
Planning) carried out in last 10 years, Client
Name, status of the project, total cost of project,
completion period & other information.
*[Details to be furnished in the prescribed
proforma {Annexure-II}]*
7. Details of Educational Projects :
(Educational Buildings/ Buildings of Educational
Campus) carried out in last 10 years,
Client Name,
status of the project, total cost of project,
Completion period & other information.
*[Details to be furnished in the prescribed
proforma {Annexure-III}]*
8. Details of Educational Projects Client :
Name, status of the project (*Under
execution & in hand*), total cost of project,
completion period (*scheduled date*) & other
information.
*[Details to be furnished in the prescribed
proforma {Annexure-IV}]*

9. Details of other Projects carried out in last 10 years, Client Name, status of the project (*completed, under execution & in hand*), total cost of project, completion period (*scheduled & actual date*) & other information.
[Details to be furnished in the prescribed proforma {Annexure-V & VI}]
10. Name and address of the Banker/s :

11. Annual turnover of the firm from Architectural services during last 3 years (*year-wise*).
(dully certified by CA) -----

12. Details of Competition & Award conferred.
{Details to be furnished in the prescribed proforma (Annexure-VII)}

13. Details of Green Building Projects carried out, Name of Client & Name & Address of the certificate issuing Authority
{Details to be furnished in the prescribed proforma (Annexure-VIII)} :
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14. Details of civil suit/arbitration, if any, that arose during execution of contract in the last 10 years.
(Yes/No, if yes please give details) :
-
15. Undertaking duly attested by Notary in a non-judicial stamp paper of value Rs. 100/- regarding their non-black listing in any of the Govt. Department and Public Sector Undertaking/Enterprise in India and Central Vigilance Commission during last 5 years
{Undertaking to be furnished in the prescribed proforma (Annexure-X)} :
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Note: Where copies are required to be furnished, these are to be attested and certified photocopies.

INSTRUCTIONS AND GENERAL INFORMATION /FORMAT OF AGREEMENT

This Agreement made at, Haryana, on this ____ day of _____ 20...., between Dada Lakhmi Chand State University Of Performing and Visual Arts, Rohtak (DLCSUPVA), Haryana-124001, represented through its Registrar, Shri/Smt _____, here-in-after referred to as Clients (which expression shall include its successors and assignees on the One Part) and M/s. having its registered office at, represented through its Managing Director, hereinafter referred to as Architects (which expression shall include its successors and assignee on the Other Part.

Whereas Dada Lakhmi Chand State University of Performing and Visual Arts, Rohtak, Haryana, through its Registrar desirous of availing Architectural Design Consultancy services for the forthcoming projects at DLCSUPVA Campus, at, Rohtak, Haryana.

NOW THIS DEED WITNESSETH AND IT IS HEREBY AGREED BETWEEN THE PARTIES HEREIN AS UNDER:-

That the Architects agree to provide the following detailed consultancy services as desired by the Client for requirement of individual project as applicable and enlisted below in scope of services in relation to above projects:-

I. SCOPE OF SERVICES:

DETAILS OF STAGES:

- 1) Preparation of Concept Plans, Design, 2D/3D rendered plans, elevations, views (including carrying out necessary revisions till the designs are finally approved by the Client: DLCSUPVA, Rohtak), Comprehensive Master Plan incorporating all existing features Visioning and programming, site studies, survey plans, Preliminary zoning, massing & case studies, master plan etc. for the construction of all type of buildings and other allied works/projects including green buildings.
- 2) Preparation of preliminary estimates including all works to enable the Client to take appropriate decision connected with the concerned project of DLCSUPVA, Rohtak.
- 3) Preparation of detailed architectural working drawings along with site plan: site development drawings /details showing all parking/ landscape details etc.
- 4) Preparation of structural drawings along with design calculations.
- 5) To get the proof checking of the structural design from IIT / NIT / any reputed Govt. Institution/University etc. as per approval of the Client and finally incorporating any changes in the drawings, as suggested by the proof checking agency. However, the payment of charges for structural proof checking will be made by DLCSUPVA, Rohtak.

- 6) Preparation of working drawings & details for building(s) complex, plumbing, sanitary, water supply, sewerage system, sewage disposal, sewage treatment plant, storm water Drainage system, rain water harvesting etc. and the site earmarked for the building /projects /works with all required details incorporating the green buildings provisions.
- 7) Preparation of working drawings for fire detection / firefighting system incorporating the green buildings provisions.
- 8) Preparation of working drawings for electrification (internal & external) of the buildings and the site earmarked incorporating the green buildings provisions. Like non-conventional source of energy i.e. renewable resources (Solar Panels etc.)
- 9) Preparation of working drawings for external electrification of the projects incorporating the green buildings provisions.
- 10) Preparation of working drawings for HVAC / Air-conditioning system including AC Plant room design, if required for the project incorporating the green buildings provisions.
- 11) Preparation of balance architectural detailed drawings as required for execution of works in the buildings and other projects incorporating the green buildings provisions.
- 12) To obtain all the pre-construction approvals, if any (where the approvals are required prior to the construction of the project as per the Govt. norms,) of the project /component of the project from state and central governments including all statutory bodies/ local Govt. Bodies (viz Town Planning, HSVP, Municipal Corporation, Environment Department, Fire department, Sports Authority, Civil Aviation etc.) & also the approval of installation of elevators / service elevators and all required such services incorporating the green buildings provisions.
- 13) Preparation of BOQ for Civil Works & site development works including parking, landscaping etc., with detailed estimates and tender documents incorporating the green buildings provisions.
- 14) Preparation of BOQ for plumbing / water supply / sewage / rain water harvesting works with detailed estimates and tender documents incorporating the green buildings provisions.
- 15) Preparation of BOQ for electrical works (external and internal) including detailed estimates and tender documents incorporating the green buildings provisions.
- 16) Preparation of BOQ for all related HVAC / AC works including detailed estimates and tender documents if required for the project incorporating the green buildings provisions.
- 17) Preparation of BOQ for fire detection and firefighting system with detailed estimates and tender documents, if required for the project incorporating the green buildings provisions.

- 18) Preparation of working drawings, BOQ, estimates and tender documents for elevators / service elevators etc. incorporating the green buildings provisions.
- 19) To assist the client in finalization of the contracts after scrutiny and selection of contractors, if desired by the client.
- 20) Preparation of working drawings related to installation of audio-visual systems, sound system, projector, screen, stage flooring, acoustics, LAN, internet, CCTV network, extension, digital network infrastructure etc. as required along with interior decoration, furniture, furnishing etc. for the concerned project incorporating the green buildings provisions.
- 21) Providing detailed landscape design scheme details and drawings (with plantation plan/design) along with detailed bill of quantities and tender documents, if required for the project incorporating the green buildings provisions.
- 22) To provide periodical supervision once in a fortnight and as and when required so as to oversee the works as being carried out at the site, are in general accordance with the design and specifications as provided /as also see the quality of workmanship on the works as are being implemented under the overall guidance of client. No extra charges will be paid on this account.
- 23) To obtain all the post-construction approvals/completion certificates, if any (where the approvals/ completion certificates are required after the construction of the project as per the govt. norms) of the project /component of the project from state and central governments including all necessary statutory bodies/ local Govt. bodies (viz Town Planning, HSVP, Municipal Corporation, Environment Department, Fire department, Sports Authority, Civil aviation etc.) & also the approval of installation of Elevators / Service Elevators and all such services required.
- 24) Final display of 3D presentation drawings on good quality glossy sheets of building / complex model including required write up about the project on inauguration.
- 25) To obtain highest green ratings of the building projects from concerned statutory body responsible for its accreditation like GRIHA, LEED, IGBC etc. No extra charges will be payable on this account.

II. SCALE OF PROFESSIONAL FEES / MODE OF PAYMENT AND TIME FRAME.

That as agreed between the Registrar, DLCSUPVA, Rohtak and Architect/ Architectural Firm/ Consultant M/s..... that the client shall pay to the architects a total fee @% of the inclusive of all type of taxes like GST etc. of the total project cost as incurred actually in execution of works or total estimated project cost, whichever is less for related with concerned project at DLCSUPVA campus for all civil works, all external and internal sanitary, plumbing, drainage, water supply, sewerage works, all external / internal electrical works, telephone connections, CCTV works etc. as involved in the projects, including generator and connected wiring arrangement for all provisions as alternate source of power supply, HVAC system, fire detection / firefighting system, elevators, acoustical, sound / lighting system for the stage, stage furnishings and related works as to be provided in the projects. All connected landscape, approach roads, footpaths, pavements, piazzas, and street lighting works surrounding the buildings/projects as applicable.

Note: - No extra payment of any type shall be made to the Architect/ Consultant by the DLCSUPVA, Rohtak on account of Govt. taxes in force or to be levied in future except agreed professional charges @% (..... only) inclusive of all type of taxes like GST etc. of the total project cost as incurred actually in execution of works or total estimated project cost whichever is less.

III. MODE OF PAYMENT:-

Sl. No	Particulars of Service (Refer Scope of Services, Clause –I above)	Fee Fraction in percentage of total fee	Cumulative fee fraction percentage of total fee payable
1.	Stage – 1	8% (Eight percent)	8% (Eight percent)
2	Stage - 2	2% (Two percent)	10% (Ten percent)
3	Stage – 3	15% (Fifteen percent)	25% (Twenty Five Percent)
4	Stage - 4	8% (Eight percent)	33% (Thirty Three Percent)
5	Stage - 5	2% (Two percent)	35% (Thirty Five Percent)
6	Stage - 6	2% (Two percent)	37% (Thirty Seven Percent)
7	Stage – 7	2% (Two percent)	39% (Thirty Nine Percent)
8	Stage – 8	2% (Two percent)	41% (Forty One Percent)
9	Stage – 9	2% (Two percent)	43% (Forty Three Percent)

10	Stage – 10	2% (Two percent)	45% (Forty Five Percent)
11	Stage – 11	6% (Six percent)	51% (Fifty One Percent)
12	Stage – 12	3% (Three percent)	54% (Fifty Four Percent)
13	Stage – 13	2% (Two percent)	56% (Fifty Six Percent)
14	Stage – 14	2% (Two percent)	58% (Fifty Eight Percent)
15	Stage – 15	2% (Two percent)	60% (Sixty Percent)
16	Stage – 16	2% (Two percent)	62% (Sixty Two Percent)
17	Stage – 17	2% (Two percent)	64% (Sixty Four Percent)
18	Stage – 18	1% (One percent)	65% (Sixty Five Percent)
19	Stage – 19	Nil	65% (Sixty Five Percent)
20	Stage – 20	3% (Three percent)	68% (Sixty Eight Percent)
21	Stage - 21	1% (One percent)	69% (Sixty Nine Percent)
22	Stage – 22	18% (Twenty One percent), to be paid along with bills of the contractors against progress of works, normally once in a month)s	87% (Eighty Seven Percent)
23	Stage – 23	5% (Five percent)	92% (Ninety Two Percent)
24	Stage – 24	3% (Three percent)	95% (Ninety Five Percent)
25	Stage – 25	5% (Five percent)	100% (Hundred Percent)
	TOTAL	100% (Hundred percent)	100% (Hundred Percent)

Note: - If any stage of work mentioned above does not happen, the percentage professional charges against such item will be released on the completion of work on prorata basis to comply with the obligation of 100% payment as per above schedule.

RETENTION MONEY:

It is agreed between the parties that a sum of 5% (five percent only) shall be deducted from each of the above stated payments and released to the Architects/ Architectural Firms/ Consultants, after completion of defect liability period of building/ project. However on completion of building the retention money will be released against BG, on request. The BG will be refunded after defect liability period of the project.

IV. Client's Responsibilities:

- a) To help the Architect/Architectural Firm in preparation of correct site plan incorporating therein the existing conditions as prevalent at site including location, positions of all trees, electrical lines, sewerage line, external power supply lines of the site earmarked for concerned project as well as identified areas to be undertaken for development for connected works.
- b) To provide broad scope of work to be undertaken in the proposed buildings as well as identified works.
- c) To provide all approvals in the reasonable time so as to ensure that the activities in the Architects office are not effected by decision required from Client and enable the Architect to complete the work within specified time period.

V. Time Frame: -

The time frame shall be counted from 21 days after the letter of allotment of work issued to the Architects and shall terminate on the date of taking over certificate of the works. The defect liability period shall commence from the date of taking over certificate/inauguration. However, the defect liability period of project will be applicable on the Architect also.

VI. Responsibilities of Architects :-

- a) As detailed in the scope of services to provide all drawings and related documents within time frame as agreed for delivery of connected works pertaining to the Architects within the time frame and kept as form part of this agreement. The Architects shall utilize/ follow the National Building Code latest amended and instructions thereto as applicable to the concerned project in conjunction with Green Building Norms.
- b) The time spelt out in the time frame pertains to the time involved in Architects office, for delivery of works.
- c) As detailed in the scope of services to provide visit to the site of works during the course of execution and provide periodical supervision as when necessary to oversee the works as are being executed at site, is in general accordance with the design and specifications as required and workmanship standards maintained in work implementation. Normally one visit will be required in a fortnight or as and when required so to oversee that the works are being carried out at sites during the construction period. The client shall provide all needed support through its office in maintaining the desired standards of the works and provide all checks as required. No payment shall be made to the architect by the client for performing visits/periodical supervision as and when necessary to oversee the works as are being executed at site. It will be considered as inbuilt provision and the Architect/ Architectural Firms shall keep it in mind while quoting / offering his professional charges.

- d) As detailed in the scope of services to provide /submit report to the clients providing details of observations as carried out during the course of inspection.
- e) The architects shall supply to the clients, free of cost all documents / drawings in six sets in hard copies (one being laminated), along with soft AUTOCAD copy. Any additional set required by the client shall be paid to Architects by the client, at Rs 100 per print in appropriate size as per the requirement but not less than A2 size.
- f) The Architect will make necessary revisions as may be required by the client in the drawings / documents submitted to the clients at the concept level /finalization stage. After approval of which, the good for construction drawings will be prepared by the Architects.
- g) Upon completion of building/project, the Architect shall provide requisite report and point out all the defects/ shortcomings if any, as found in the buildings/projects.
- h) The Architect shall obtain all required/ mandatory approvals from state and central governments, statutory bodies, PSUs, local Govt. bodies etc. pertaining to the firefighting, elevators installation works etc. for all pre-construction & post-construction including highest green building rating, if required/specified ref. details of stages 13, 24 & 25.
- i) The Architect shall prepare and provide to the clients with one set of hard copy as also a soft AUTOCAD copy of the as-built drawings of completed structure and services duly marked with the provision of all services like water supply, sewerage, electricity, firefighting, LAN, Audio/Video system, HVAC etc. The same shall be prepared in conjunction with the contractor responsible for execution of works who shall provide the necessary drawings as per execution of work at site duly marked on basic drawings prepared by the architects.
- j) The Architect will be responsible for obtaining highest Green Rating of projects including buildings and other structures from statutory bodies responsible for issuing such green ratings like GRIHA, LEED, IGBC etc. The required provisions for obtaining green ratings will be made in drawings, design, tender documents etc. No extra fee will be paid by the client for obtaining green building ratings and consultancy.
- k) The Architect will provide proposals based on HSR 2021 latest amended. In case any item is not available in HSR 2021, latest DSR will be followed with chapter wise percentage deduction notified by the Haryana Government. In exceptional cases, if any item is neither available in HSR 2021 nor in latest DSR that will be paid as NS item based on detailed AOR with quotations and justification of competitive market rates.

VII. Execution of the Assignment:

- a) All the stages of work shall be completed by the Architects as per schedule. It is specifically agreed that if at any stage as per scope of services (Clause-I) of Individual Buildings / Project Services, certain stages as are not relevant as per project brief provided by the Client for the connected works, then as per Mode of Payment (Clause-III) the fee fraction of the relevant stage in percentage shall be deemed as completed. The apportioned fee shall be compensated on prorata basis of the total fee calculated (of the total stages of services as stand completed).
- b) The time taken by the client in giving approval shall be in additions to time taken in the Architects office.
- c) In the event of failure on the part of Architects to complete their works The University shall be entitled to rescind the agreement without prejudice to its rights to claim damages or remedies under the law in accordance with the Arbitration and Conciliation Act, 1996 (latest amended). The period of notice to be given to rescind the contract will be 60 (sixty) days.
- d) The drawings / documents / specifications as instrument of service are the property of the Architects, whether the project for which they are made are executed or not. They are not to be used by the client for any other project.
- e) In case the Architect fails to complete the work within the contract period / extended period requisite liquidated damages @ Rs.500/- (Rupees five hundred only) per day or 1/2% (Half percent only) per month subject to maximum of 10% (Ten percent only) of total professional charges shall be levied.

VIII CONSULTANTS/ ARCHITECTS TO COMPLY WITH ALL LAWS:

The Architects shall be responsible and will ensure compliance with all Central and State Laws as well as the Rules, Regulations, Bye-Laws and orders of the local authorities and statutory bodies as may be in force from time to time during the currency of the project / contract.

IX ASSIGNMENT AND SUBLETTING OF CONTRACT

The Architects shall not assign the contract or any part thereof or any benefit or interest therein or there-under without the prior written consent of the client. The Architects shall also not sublet the work or part of the works except where otherwise provided by the contract, and even then only with the prior written consent of clients and such consent if given shall not relieve the consultants from any liability or obligation under the contract and he shall be fully responsible for the acts, defaults or neglects of the Architects, his agents, servants or workman.

X. TERMINATION OF CONTRACT

If the Architect:-

- a) Becomes bankrupt or insolvent; or
- b) Makes an arrangement with or assignment in favor of his creditors or agree to carry out the contract under a committee of inspection of his creditors; or
- c) Being a company or corporation, goes into liquidation (other than a voluntary liquidation for the purpose of amalgamation or re-construction; or
- d) Have an execution levied on his goods or property on the work; or
- e) Sublet the contract or any part thereof without prior written permission / consent from client; or
- f) Persistently disregards the instructions on behalf of the client, or contravenes any provision(s) of the contract; or
- g) Fails to adhere to the agreed program / time schedule of work and fails to perform his part of the contract; according to the true intent and meaning thereof; or
- h) Promises, offers or gives any bribe, commission, gift or advantage either himself or through his partner, agent or servant to any officer or employee of client or to any other person on his or on their behalf in relation to the execution of this or any contract with client, then and occurrence of any events of the said clauses, the Registrar, DLCSUPVA, Rohtak on behalf of client may after giving 14 days' notice in writing to the Architects terminate the contract without voiding the contract or releasing the Architects from any of his obligations or liabilities under the contract or affecting the rights and powers conferred on the Registrar on behalf of DLCSUPVA, Rohtak by the contract or otherwise available under the law and employ any other consultant to complete the works.
- i) The Architects shall not stop the work, in case of any dispute, unless the nature of dispute is such that further progress of work has been rendered impossible. Unilateral stoppage of work by the Architects shall be considered as a breach of contract and client reserves the right to take such action as it may deem fit, keeping its interest as paramount. In the event of the Architect failing to fulfill these obligations under the contract, client shall have the right to get the work done at the Architect's risk and cost without prejudice, to any of its other rights under the contract.

XI DAMAGES PAYABLE TO CLIENT IF THE ARCHITECTS FAILS TO RENDER SATISFACTORY SERVICES

In case, the client has to complete or to get completed the work through another Architects, all losses or damages arising there from, shall be borne by the Architects and the same shall be recovered from the retention money.

XII SETTLEMENT OF DISPUTES

CONCILIATORY FORUM

Any dispute, question, claim or difference arising out of or concerning this contract between the parties shall be settled through mutual negotiation by the parties and parties shall make all endeavors to settle these matters amicably. In case, such amicable settlement is not possible, the parties shall take recourse to the conciliation proceedings for resolving such dispute, question, claim or differences.

The venue of the conciliation shall be the office of the clients at DLCSUPVA, Rohtak. The settlement so arrived at during conciliation shall be binding on both parties and will not be called in question, before any court or forum whatsoever.

No work will however, be stopped in between for want of settlement of any issue. In case of any dispute, the decision of Vice-Chancellor, DLCSUPVA, Rohtak will be final and binding on Architect in this regard. In case the matter is not settled through conciliation due to any reason, the recourse to Arbitration will be taken.

(ii) ARBITRATION

All questions, claims, disputes or differences of any kind whatsoever arising out of or in connection with or concerning this contract, at any time whether before or after the termination of this contract, other than question, claims, disputes or differences for the decision of which specific provisions have been made in the foregoing clauses of these conditions (herein after referred as "excepted matter" and decision on such excepted matters according to the said specific provisions shall be binding on the parties to this contract and shall not be re-opened or attempted to be re-opened on the ground of any informality, omission, delay or error in the proceeding or any other ground whatsoever) shall be referred by the parties hereto for the decision by a Sole Arbitrator appointed by the Vice-Chancellor of client.

(iii) JURISDICTION

The Courts at Rohtak shall have the exclusive jurisdiction upon any matter arising out of this contract.

In Witness thereof this agreement has been executed between the parties here to by authorized officers in triplicate,

this day and the year above written,

SIGNED AND DELIVERED FOR AND ON BEHALF OF

Dada Lakhmi Chand State University of Performing and Visual Arts

Rohtak, Haryana.

SIGNED AND DELIVERED FOR AND ON BEHALF OF ARCHITCTS

M/s.

.....

Witness:

1.

2.



**DADA LAKHMI CHAND STATE UNIVERSITY OF PERFORMING AND VISUAL ARTS,
ROHTAK
(Established by State Legislative Act 24 of 2014)**

Advt. No.

**EXPRESSION OF INTEREST FOR ENGAGEMENT OF ARCHITECT / ARCHITECTURAL
FIRM**

Dada Lakhmi Chand State University Of Performing And Visual Arts, Rohtak invites applications on specified proforma duly filled in and complete in all respects for engagement of Architect/Architectural firm possessing requisite professional & technical qualification and experience etc. on Haryana Govt. e-portal i.e. etenders.hry.nic.in upto 06.04.2024. For Eligibility conditions, General information and instructions, application format, please visit dlcupva.ac.in & etenders.hry.nic.in

REGISTRAR

Annexure-I

List of technical personnel in the Firm, their technical qualifications and experience

<i>S.No.</i>	<i>Name</i>	<i>Age</i>	<i>Present Designation</i>	<i>Qualification</i>	<i>Architectural Consultancy Experience</i>	<i>Date from which Employed / Associated in the present Organization</i>	<i>Indicate Special experience, if any</i>

Signature with Seal

Details of Educational Projects (Campus Planning) Completed During Last 10 years

<i>S.No.</i>	<i>Name of the Projects</i>	<i>Owner OR Sponsoring Organization</i>	<i>Total Area (In Sqm.)</i>	<i>Total cost of the Project (In lakhs)</i>	<i>Date of Start</i>	<i>Scheduled Date of Completion</i>	<i>Actual Date of Completion</i>	<i>Reason for Delay, if any</i>
1.								
2.								
3.								
4.								
5.								
6.								
7.								

Signature with Seal

Details of Comprehensive Architectural of Educational building Projects/Buildings in Educational Campus Completed during Last 10 years

<i>S.No.</i>	<i>Name of the Projects</i>	<i>Owner OR Sponsoring Organization</i>	<i>Total Area (In Sqm.)</i>	<i>Total cost of the Project (In lakhs)</i>	<i>Date of Start</i>	<i>Scheduled Date of Completion</i>	<i>Actual Date of Completion</i>	<i>Reason for Delay, if any</i>
1.								
2.								
3.								
4.								
5.								
6.								
7.								

Signature with Seal

Details of Building Projects in Educational campuses Under-execution and In-hand

S.No.	Name of the Projects	Owner OR Sponsoring Organization	Indicate status of the Project		Total Area (In Sqm.)	Total cost of the Project (In lakhs)	Date of Start	Scheduled Date of Completion	Current Stage of Under Execution Project (%)
			Under Execution	Allotted					
1.									
2.									
3.									
4.									
5.									
6.									
7.									

Signature with Seal

Annexure-V

Details of other than Building Projects in Educational campuses completed in last 10 years

<i>S.No.</i>	<i>Name of the Projects</i>	<i>Owner OR Sponsoring Organization</i>	<i>Total Area (In Sqm.)</i>	<i>Total cost of the Project (In lakhs)</i>	<i>Date of Start</i>	<i>Scheduled Date of Completion</i>	<i>Actual Date of Completion</i>	<i>Reason for Delay, if any</i>
1.								
2.								
3.								
4.								
5.								
6.								
7.								
8.								

Signature with Seal

Details of other Projects, Under-execution and In-hand with cost

S.No.	Name of the Projects	Owner Or Sponsoring Organization	Indicate status of the Project		Total Area (In Sqm.)	Total cost of the Project (In lakhs)	Date of Start	Scheduled Date of Completion	Current Stage of Under Execution Project (%)
			Under Execution	Allotted					
1.									
2.									
3.									
4.									
5.									
6.									
7.									

Signature with Seal

Competitions Won and Awards conferred

<i>S.No.</i>	<i>Name of organization invited</i>	<i>Year of Competition</i>	<i>Award Conferred</i>	<i>Remarks</i>
1.				
2.				
3.				
4.				

Signature with Seal

Details of Green Building Projects

<i>S.No.</i>	<i>Name of Institution/Organization and Complete Address</i>	<i>Details of Projects</i>	<i>Year of Completion</i>	<i>Star Rating</i>	<i>Name & Address of the certificate issuing Authority</i>
1.					
2.					
3.					
4.					

Signature with Seal

Annexure-IX

Details of Financial Turn over from Architectural Consultancy

S.No.	Financial Year	Turn over (In Lakhs)
i)	2020- 2021	
ii)	2021- 2022	
iii)	2022- 2023	

Signature with Seal

UNDERTAKING


This is to confirm that we M/s _____ (give full address) have not been blacklisted in any of the government department and public sector undertaking /enterprise in India and central Vigilance commission, in last five year before release of advertisement.

If the above information found false at any stage after the placement of Work Order, Dada Lakhmi Chand State University of Performing And Visual Arts, Rohtak (hereinafter called Procurement Consultant) will have full right to cancel the Work Order and forfeit the Performance Guarantee. All the direct and indirect cost related to the cancellation of the order will be borne by us besides any legal action by DLCSUPVA which may be deemed fit at that point of time.

Authorized Signatory

Note: The undertaking regarding the non-blacklisting of firm is to be submitted on a non-judicial stamp paper of Rs. 100/- (Rupees Hundred only).

TIMES OF INDIA
25th May, 2013, New Delhi



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

PUBLIC NOTICE

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

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

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

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

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

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

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

Dated : 20.05.2013
New Delhi

Registrar
davp 21271/11/0002/1314

TECHNICAL ADVISOR TO VICE-CHANCELLOR

CHIEF ACCOUNTS OFFICER

CONSULTANT, UEW

PARDEEP KUMAR,
ASSISTANT PROFESSOR,
DEPTT. OF ARCHITECHURE

BALBIR SINGH,
SDE (CIVIL)

SANJAY KUMAR,
SDE (ELECTRICAL)