



# THE LAWRENCE SCHOOL, LOVEDALE, THE NILGIRIS - 643003

## Expression of Interest (EOI) document

Tender Notification No	<b>EOI / LS / EM / ASQ / 770</b>
Name of the Work	<b>Providing Architectural consultancy services for allied works of proposed squash courts and modification works at existing squash courts</b>
Tender Issue Date	<b>06.03.2025</b>
Pre – EOI Meeting	<b>20.03.2025</b>
Last Date of Submission of Tender	<b>27.03.2025</b>

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**Signature of the Tenderer**

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# Expression of Interest (EOI)

The Lawrence School, Lovedale, Udthagamandalam, The Nilgiris – 643 003, Tamil Nadu, is an educational institute which runs under Ministry of Education, invites bids from the Applicants/Bidders for “**Providing Architectural consultancy services for allied works of proposed squash courts and modification works at existing squash courts**” in the school campus.

## **TENDERING PROGRAMME**

Sealed EOI(s) are invited for the following items in two cover system (i.e., Technical bid and financial bid) subject to the following terms and conditions, from the reputed Engineers / consultants so as to reach this office on or before scheduled date and time. EOI(s) will be opened by the committee formed by the school and not in presence of the bidders.

**Name of the Work - Providing Architectural consultancy services for allied works of proposed squash courts and modification works at existing squash courts**

<b>EOI issue date</b>	-	<b>06.03.2025</b>
<b>Pre – EOI meeting date</b>	-	<b>20.03.2025</b>
<b>Last date for submission of EOI</b>	-	<b>27.03.2025 before 3 PM</b>

Pre-EOI meeting will be held on 20.03.2025 at 3:00 PM at The Lawrence School, Lovedale. The prospective applicant(s) are requested to attend the Pre-EOI meeting only for clarifications, if any. Technical requirements, Terms & Conditions or any other query related to this EOI shall be opened for discussion for wider competition and competitive prices. The Pre-EOI queries to be submitted on or before 18.03.2025 by 03:00 PM to the mail ID [pc@thelawrenceschool.org](mailto:pc@thelawrenceschool.org). No queries would be acceptable after the prescribed timeline.

**Note: The school shall not be responsible for any postal delay about non- receipt/ non-delivery of the bids or due to wrong addressee.**

## **INSTRUCTION TO BIDDER (ITB)**

### **1 Introduction**

The Lawrence school, Lovedale invites proposal from qualified and experienced consultancy firms for **“Providing Architectural consultancy services for allied works of proposed squash courts and modification works at existing squash courts”** in the school campus.

- i. Tenderers are advised to inspect and examine the site and its surrounding and satisfy themselves before submitting the tenders and obtain all necessary information which they feel is necessary to submit their tender.
- ii. The bidders are advised to quote their consultancy fee for executing the job in the format enclosed as Annexure - I.

### **2 SUBMISSION OF TENDER**

Tenders shall submit the Tenders in two parts in the following manners: -

#### **i) “Part-I- Technical Bid”**

The envelope shall be marked Part-I- Technical Bid and shall contain the information/ documents as per clause No. 3 below.

#### **ii) “Part-II- Price Bid”**

The envelop shall be marked Part-II- i.e. Price Bid will contain consultancy fee for executing the job in the format enclosed in Annexure - I. No condition i.e. deviations / assumptions / stipulations / clarifications / comments / any other request whatsoever should be imposed. The conditional offers will be rejected.

### **3 QUALIFYING CRITERIA**

Tenderers having following valid documents will be technically qualified and considered for opening of their price bid. Technically qualified parties have no right to claim for award of the work. The School reserves the right to cancel or award the work to any party/tenderers.

- i. Registration with Council of Architecture. Copy of the Registration Certificate valid as on date should be enclosed.
- ii. Should have an establishment of at least 20 years and the principal partners/ owner should have professional qualification and experience of 25 years in the field of Architecture/ Planning. Etc., Details should be furnished in the following format:-
  - a) Name of the firm :
  - b) Year of establishment of the firm :
  - c) Bio data of principal partners and professional staff :

**Signature of the Tenderer**

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- iii. Should have senior design team members with education and sports experience.
- iv. Should have minimum 5 full time Architects on the regular payroll and qualified and experienced structural engineers etc. and should enclose relevant documents.
- v. IT returns for the last three Financial Years from 2021-22 to 2023-24 are to be submitted.
- vi. Should have successfully designed and completed minimum one work of project value of Rs. 1 crore (or) two works of project value of Rs. 50 lakhs each during the last five years of similar nature (RR wall, Storm water drain, gallery, landscaping, connecting bridge, modification work in the existing squash courts, etc.)

Details of the works should be furnished in the following format supported by copies of letter of award/completion certificates/ Photos / etc.,

- a) Name of the client :
- b) Description of the Project :
- c) Project Cost :
- e) Date of commencement :
- f) Date of completion :

- vii. EMD need not be submitted along with the tender document. Only the finalized tenderer need to submit 3% of the contract value as security deposit against issue of LOI (Letter of Intent)

**viii. Qualification Criteria and their weightages will be awarded as under:**

Sl.No.	Criteria	Weightage
<b>1</b>	<b>PAST EXPERIENCE OF THE VENDOR</b>	<b>70%</b>
1.a	Number of years of experience	20%
1.b	Past experience in carrying out similar project	20%
1.c	Value of the similar project handled	10%
1.d	Past experience in carrying out work in the region	10%
1.e	Turn over for last three years	10%
<b>2</b>	<b>PRICE BID</b>	<b>30%</b>

**4 Other conditions to be fulfilled by the Tenderers**

The tenderers are also essentially required to fulfill the following conditions/ submit relevant documents along with their offers:

- i) Detail of works under execution along with copies of relevant documents.
- ii) Should enclose the Partnership deed in case of partnership firms and Article of Association in case of limited company.
- iii) Should enclose the Power of Attorney in favor of person who has signed the tender documents. In case of company, the authority to sign the tender document is to be given under Board resolution.

- iv) Should also have adequate in house facilities for structural designing and other related services like plumbing, sanitary, electrical, exhaust system, landscaping, etc., or should have experienced associates on their panel.
- v) Any other important information which the firm may like to submit in support of their technical competence.

IN THE ABSENCE OF SUPPORTING DOCUMENTS, THE OFFERS SHALL BE REJECTED.

- 5 The price bids of the bidders who do not meet the qualifying requirements in the technical bid shall not be considered.**

## **6 VALIDITY OF OFFER**

Tender submitted by tenderers shall remain valid for acceptance for a minimum period of 90 days from the date of opening of the tenders. The tenderers shall not be entitled during the said period of 90 days, to revoke or cancel their Tender or to vary the Tender given or any term thereof, without the consent in writing of the Owner.

## **7 Acceptance/ Rejection of Tender**

The School reserves the right to accept or reject any or all tenders without assigning any reason. The decision of the Tender Accepting Authority viz., The Headmaster, The Lawrence School shall be final

- 8** It will be obligatory on the part of the tenderer to sign the tender documents for all the components & parts. After the work is awarded he will have to enter into an agreement with the School, on a non-judicial stamp paper of requisite value within ten days from date of receipt of LOI (Letter of Intent) or before the work is undertaken.

## **SCOPE OF WORK**

On awarding the work, the Architects shall render the following services:

### **I. PRELIMINARY STAGE**

#### **Preparation of Drawings:**

- a) Ascertain School's requirements, examine site constraints & potential; and prepare a design brief. Preparation of conceptual designs with reference.
- b) Modify the conceptual designs incorporating required changes and prepare the preliminary building plans, sketches, 3d view for the school management's approval.
- c) Preparation of building plans, sections, elevations necessary for school's approval and ensure compliance with codes, standards and legislation, as applicable and assist the school in obtaining the statutory approvals, if necessary.

### **II. WORKING DRAWING STAGE**

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

This will include:-

- a) Preparation of detailed architectural and structural drawings of the proposed works after studying the various details of the existing site and the buildings nearby. The drawings for RR wall, drain, gallery, horticulture, connecting bridge, modification in the existing building, electrical, etc., & other allied installations to be prepared after studying existing site conditions.
- b) Obtain the approval of the School to the above and modify them if considered necessary.
- c) Computations of all structural designs and all services which shall be in accordance with the latest IS codes of practice. Such detailed computation of all designs shall be made available to the School for any check, the School may like to exercise, before sanction of detailed estimates and call of tenders.

The Architects shall indicate the names of his Associates, for various services and structural designs, their organization, qualification and experience and get the same approved from the School and shall be fully responsible for the correctness and accuracy of structural and services designs and the responsibility for safety of the structure shall be entirely that of the Architects.

The Architects and their Associates, if any, shall certify in writing that the designs are in accordance with the up-to-date and relevant codes of practice.

- e) To co-ordinate the Architectural, Engineering and surveying work and prepare (with help of surveyors and other associates, as necessary) complete working details, schedules, specifications and bill of quantities to describe the whole project.

- f) Prepare specifications, detailed cost estimate and such other details along with detailed calculation of all items of work for all works (as deemed fit for completion of the project) etc., as may be necessary for the purpose of inviting Tenders, scrutinizing and advising on the Tenders for selection of suitable Contractor and render all professional services up to the time of handing over the possession of the projects.

### **III CONSTRUCTION STAGE**

- a) Supply with necessary hard copies of the detailed working drawings, specifications, etc., as and when required by the school at free of charge for use during execution of work. (both in hard & soft copy)
- b) Further drawings, specifications or details which may be required for proper execution of the work to be supplied to the school.
- c) Obtain school's approval for any material, deviation in design, cost, working drawings, schedule and specifications from the approved scheme.
- d) Visit the site of work and provide periodic supervision as and when necessary to clarify any decision or interpretation of the drawings and specifications that may be necessary and attend conferences and meetings, as and when required.
- e) Checking and certification of contractor bills from time to time.

### **IV. COMPLETION STAGE**

- a) Prepare completion drawings on suitable scale including scale plans, elevations and cross sections, etc., indicating the details of the buildings and services as completed, and supply 2 sets of completion drawings (both in hard copy and soft copy – CAD format) to the School and also hand over the originals of the completion drawings to the School.
- b) Assist the School 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.

### **V. PAYMENT OF REMUNERATION:**

#### **a) The Consultancy fee:**

The School agrees that the mutually agreed amount shall be paid by the school to the Architects for the comprehensive professional services to be rendered by them. The Architects are requested to quote their offer as given in Annexure-I format.

A fee as mentioned at Annexure-I including entrusted services on admissible items or in the event of change in the scope of work leading to recasting of the said estimate the ceiling shall be based on such revised sanctioned cost of the modified proposal.

- b) The above fee is inclusive of fee payable by the Architects to any other Consultants/Associate(s) and nothing extra shall be payable by the School for this purpose.

**c) Mode of Payment:**

- |  |         |
|--|---------|
| i) Project Initiation fee (on signing the contract)  | - 10%   |
| ii) On submission of final Architectural design approved by the school                                       | - 15%   |
| iii) On submission of working drawings, BOQ & Tender document for Selection of contractors                   | - 15%   |
| iv) On submission of Constriction drawings with complete set of Civil, Electrical, structural designs, etc., | - 25%   |
| iv) During progress of construction works  |         |
| - On completion of RR wall   | - 7.5%  |
| - On completion of Gallery & landscaping   | - 7.5 % |
| - On completion of connecting bridge   | - 7.5%  |
| - On completion of all modification work in the existing squash courts                                       | - 7.5%  |
| v) Final installment on certification of final bill of construction work                                     | - 5%    |

**NOTE:**

1. Necessary site inspections shall be conducted by the Architects at their own cost, the school shall provide boarding & lodging for the Architect visit.
2. The total fees shall be calculated on the basis of work as per accepted tendered cost of the items entrusted to the Architects excluding cost of items as per clause-VI below:-

**VI. EXCLUDING COST OF ITEMS**

- a) Land including its existing developed services.
- b) Any other services, fittings and fixtures which are not designed, planned by the Architects.
- c) Any infructuous expenditure as a result of demolition etc. ordered by the Architects or the School.
- d) Other contingent expenditure like press advertisement, publicity, cost of foundation stone, inauguration ceremonies of building etc.
- e) Escalation in the cost of work due to increase in rates of materials after award of work, if any.
- f) Any deviation in the items of work not authorized by the School prior to its execution.

**VII. SECURITY DEPOSIT**

An amount equivalent to 10% (ten percent) of the total amount payable to the Architects shall be deducted progressively from each bill towards the Security Deposit for fulfilling the terms of contract faithfully and honestly. The total amount of security deposit to be deducted shall be 10% of the total fee payable to the architect. The Security deposit will be refunded after the completion of the project in all respect and submission of “As built Drawing”.



## **VIII. ADDITIONS & ALTERATIONS**

- i) The School 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 Architects shall comply with such requests
- ii) That if the School deviates substantially from the original scheme which involves for its proper execution extra services, expenses and extra labour on the part of the Architects for making changes and additions to the drawings, specifications or other documents due to rendering major part or whole of his work infructuous, the Architects 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 Architect's omissions and/or discrepancies, including changes due to changes required by Architects of all internal, external services. The decision of the School shall be final on whether the deviations and additions are substantial as requiring any compensation to be paid to the Architects. 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 estimated amount, the Architects shall, if so desired by the School, 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 Architects shall not be paid anything extra for such modification. If the School is convinced that the trend of the market rates is such that the work cannot be done within the amount of sanctioned estimate, the Architects shall submit a revised estimate expeditiously for obtaining sanction of the Competent Authority.
- iv) The Architects shall not make any material deviation, alteration, addition to or omission from the work shown and described in the contracts documents except without first obtaining the written consent of the Employer.
- v) The cost of individual work shall not exceed the sanctioned estimates as approved by the School. Necessary approval in advance shall be taken for any such increase anticipated giving full justification.

## **IX. TIME SCHEDULE**

### **Commencement of Work**

The commencement of work shall be considered from the date of signing of the agreement:

- a) Preparation, finalization & submission of Architectural drawing - 2 weeks
- b) Submission of working drawings, BOQ & Tender documents - 2 weeks
- c) Submission of Construction drawings with complete set of Civil, Electrical, structural designs, etc., - 2 weeks
- d) Anticipated period of construction works - 3 months
- e) Assistance in Arbitration - Whenever required

- X. The time allowed for carrying out the work, as specified in clause IX, shall be strictly observed by the Architects and shall be deemed to be the essence of the contract on the part of the Architect. The work shall throughout the stipulated period of the contract, be processed with all diligence and in the event of failure of the Architects to complete the work within time schedule as specified above or subsequently notified to them, the Architects shall be liable to pay the School compensation (not amounting to penalty) at the rate not exceeding 1% (one percent only) to the total fee of the architect as per the contract per week of delay subject to maximum of 10% (Ten percent) of the total fee or such smaller amount as may be fixed by the Corporation.

## **XI. TERMINATION**

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

Termination of the Contract by the Architects shall be subject to levy of a suitable compensation by the School, quantum of which shall be decided by the Competent Authority up to a maximum of the security deposit.

## **XII. ARBITRATION**

Any dispute of any kind whatsoever at any time(s) arising out of or in connection with or touching upon or incidental to this Agreement (including any dispute or difference regarding the interpretation or termination of this Agreement or any part or portion thereof) shall be referred to the Headmaster, The Lawrence school, Lovedale who may, nominate any of the officers of the School to act as a Sole Arbitrator. The Architect will not be entitled to raise any objection to any such arbitrator on the ground that the arbitrator is an officer of School or that he has to deal with the matters to which this contracts elates or that in the course of his duties as an officer of the School he had expressed views on all or any of the matters in dispute or difference. In the event of the arbitrator to whom the matter is originally referred being transferred or vacating his offices or being unable to act for any reasons, the Headmaster of the school shall designate another person to act as arbitrator in accordance with the terms of the agreement. Such person shall be entitled to proceed with the reference from the point at which it was left by his predecessor. It is also a term of this contract/agreement that no person other than the Headmaster of the school or a person nominated by him as aforesaid shall act as arbitrator hereunder.& the award of the arbitrator so appointed shall be final, conclusive and binding on all parties to the agreement, subject to the provisions of the Arbitration and Conciliation Act 1996 or any statutory modification or re-enactment thereof and the rules made thereunder and for the time being in fore shall apply to the arbitrator proceedings under this clause.

The venue of the Arbitration shall be Lovedale and the Courts at The Nilgiris, Tamil Nadu. shall have exclusive jurisdiction.

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

### **XIII. NUMBER OF DRAWING SETS & COPY RIGHT**

All the estimates, details of quantities, detailed designs, reports and any other details envisaged under this Agreement, including drawing-architectural, structural, electrical, exhaust system or other services (Internal & External) would be supplied by the Architects as indicated above both in hard copy and soft copy in CAD format, but not less than four sets of prints and one reproducible copy in A-1 size. All these drawings will become the property of the School and it will have the right to use the same anywhere else.. The drawing cannot be issued to any other person, firm or authority or used by the Architects for any other project. No copies of any drawing or document shall be issued to any one except the School and his authorized representative.

### **XIV. GUARANTEE**

The Architects shall agree to re-design at their cost any portion of their engineering and design work, which due to their failure to use a reasonable degree of design skill, shall become defective within one year from the date of start of regular use of the portion of the work affected. The School shall grant right of access to the Architects to these portions of the work claimed to be defectives for inspection. The School may make good the loss by recovery from the dues of the Consultants in case of failure to comply with the above clause.

### **XV. DETERMINATION OF RECESSION OF AGREEMENT**

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

- (i) If the Architects 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 Architects commit breach of any of the terms of agreement. When the Architects have made themselves liable for action under any of the clauses aforesaid, the Corporation shall have powers:
  - a) to determine or rescind the agreement;
  - b) to engages another Architect(s) to carry out the balance work debiting the Architect(s) the excess amount, if any, so spent.

## **XVI. GENERAL**

The School may appoint Executing Agency for execution of the work. The School / Executing agency may issue instructions, if deemed necessary, to the architect in respect of the work, and the architect shall comply with the instructions and extend full cooperation/ coordination with the School / Executing agency in the interest of successful completion of the work.

The scrutiny of the drawing and designs by the School's own supervisory staff, if any, does not absolve the Architects of their responsibility under the agreement. The Architect shall remain solely responsible for structural soundness of the designs and for all provisions of the contract so as to satisfy the particular requirement of the Architectural specifications.

**XVII.** The Architects shall supply to the School copies of all documents, instructions issued to Contractors, if any, relating to the work, drawing, specifications, bill of quantities and also other documents as may be required.

**XVIII.** The Architects hereby agree that the comprehensive consultancy fee to be paid as provided herein (clause V) will be in full discharge or functions to be performed by him and no claim whatsoever shall be against the School in respect of any proprietary rights or copy rights on the part of any other party relating to the plans, models and drawings.

In case any discrepancy is found later on in architectural work due to which execution of the project work on the basis of architectural work is not possible the final payment shall be withheld

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

**XIX.** The Consultancy fee shall not be subject to any escalation on any account whatsoever even for the extended period granted by the School to the Contractor.

The Architects shall, however, be compensated actual expenses incurred during the extended period of contract, if construction period runs beyond twelve months of the completion period as per the construction contract.

**XX.** All statutory deductions like Income Tax/Service Tax/ GST etc. shall be deducted from the consultancy fee as per prevailing rules.

**XXI.** The time allowed for consultancy services to the Architects shall be extended due to any unforeseen reasons that are beyond the control of human being and with prior approval of The Headmaster, The Lawrence School. The Architects shall be expected to continue, to render their services till the completion of the works inspite of the delays caused. However, they shall not be entitled for any extra remuneration, etc. other than the agreed fees. All\*\* losses and damages to the School including the determined claims or the contractors due to fault or delay caused by the Architects or their staff shall be compensated by the Architects. The damages shall be subject to confirmation by the Headmaster of the Lawrence school, Lovedale.

**XXII.** The School reserves the right to postpone or not to execute any work and the Architects shall not be entitled to any claim for non execution of the work. In the event of suspension of work by the School for any reasons and if the School does not decide about the resumption of work within six months from the date of suspension, the remuneration for the quantum of services rendered by the Architects upto the date of suspension shall be paid by the School in accordance with the schedule of payment as per clause V. If the services upto a certain stage had not been fully rendered by the Architect the remuneration shall be released proportionate to the services rendered upto that stage. On resumption of work the remuneration thus paid shall be adjusted against full remuneration allotted for that stage subject to completion of services pertaining to that stage.

**Annexure-I**  
**“Part-II- Price Bid”**

( The envelop shall be marked Part-II- i.e. Price Bid will contain consultancy fee for executing the job in the format enclosed).

Name of the tenderer:

Address :

I/we hereby agree to render consultancy services for **allied works of proposed squash courts and modification works at existing squash courts** as defined in the tender documents and also agree to abide by all the terms and conditions put forth in the said tender documents enclosed and my/our fee for the above all services will be -----% (----- percent of the accepted tender cost) plus 18% GST. The above fee shall remain firm till the completion of the project in all respect.

Authorized signatory along with the seal

Signature of the Tenderer

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