



**NATIONAL INSTITUTE OF PHARMACEUTICAL EDUCATION & RESEARCH (NIPER), SECTOR 67, S.A.S. NAGAR (MOHALI)
PUNJAB – 160062 , www.niper.gov.in
Telephone No. 0172-2214682-87, Fax No. 0172-2214692, 2230068**

E-Tender Notice T11 /2018

Online tender are invited on behalf of the Director, National Institute of Pharmaceutical Education and Research (NIPER) as per details given below:-

S.No	Description	EMD (in Rs.)
1	Empanelment of Architects for Providing Consultancy Services in respect of infrastructure development works and other services contingent thereto in NIPER SAS Nagar	100000/-

For details tender document eligibility criteria, Corrigendum/Addendum/if any and for applying online visit the website <http://tenderwizard.com/niper> & <http://niper.gov.in>. Bid(s) shall be accepted only through online mode and no manual submission shall be entertained. Director, NIPER reserves the right to reject any or all tenders without assigning any reasons.

Officiating Registrar

NATIONAL INSTITUTE OF PHARMACEUTICAL EDUCATION & RESEARCH
SECTOR-67, S.A.S. NAGAR -160062

Name of Work : Empanelment of Architects for Providing Consultancy Services in respect of infrastructure development works and other services contingent thereto in NIPER, S.A.S Nagar.

E- Notice Inviting Tender

1. On behalf of the Director, NIPER, Mohali, online Expression of Interest (EOI) applications are invited through <http://tenderwizard.com/niper> & <http://niper.gov.in> from the enlisted Architects of appropriate class of CPWD, State PWD, MES, Railways and having experience in executing similar type of works, renowned Architects who are interested in Providing Consultancy for Architectural/ Structural, Civil, Mechanical and other Utility Services ,laboratory services , Electrical and Air Conditioning Services for various type of construction projects in the NIPER campus for Mohali. Main scope of work will involve consultancy services for various infrastructure development works including additions, alteration and renovation works proposed to be undertaken in phased manner in next five years as per availability of funds. The Agencies should have their main operating offices/sub office located in tricity (Chandigarh/Mohali/Panchkula).

Name of work : Empanelment of Architects for Providing Consultancy Services in respect of infrastructure development works and other services contingent thereto in NIPER, S.A.S Nagar.

Earnest Money : INR 1,00,000/-

Critical Date Section

1	Downloading of e-tender document	Start Date: 27.11.18 at 02.00 PM
		End Date : 19.12.18 at 01.00 PM
2	Date of submission of e-tender	Start Date 27.11.18 at 03.00 PM
		End Date : 19.12.18 at 03.00 PM
3	Physical submission of Tender fee and EMD (offline)	Start Date : 27.11.18 at 03.00 PM
		End Date : 19.12.18 at 03.00 PM
4	Opening of Technical Bid (online)	20.12.18 at 11.00 A.M

Director, NIPER reserves the right to reject any or all tenders without assigning any reasons. Corrigendum/Addendum or Cancellation of this advertisement, if any, shall be published on NIPER Website and www.tenderwizard.com/NIPER.

For participating in the above e-tender, the bidder shall have to get themselves registered with <http://tenderwizard.com/NIPER> and get user ID & password. Class 3 Digital Signature Certificate (DSC) is mandatory to participate in the e-tendering process. For any clarification/difficulty regarding e-tendering Process flow please contact on helpdesk numbers 09257209340, 08045628821, 0172-5035950.

SUBMISSION OF TENDER:

Tender shall be submitted by the Bidders in two parts:

(i) Technical Bid – Cover I Financial Bid – Cover-II

- I. The Two bid system will be followed for this tender. In this system the bidder must submit bid **online at <http://tenderwizard.com/niper>** his offer in two covers. "**Cover No. 1- Technical Bid along with requisite fee details and all forms, eligibility criteria documents under seal and signature of Bidder" mentioned below be super scribed as "Technical Bid " and "Cover No. 2 – should contain Price Bid only.**

The **Cover I** - Technical Bid (EMD) shall consist of following:

- i) **Earnest Money** -The bidder shall furnish as part of its bid, an EMD of Rs. 1,00,000/- (Rupees One Lakh only). The EMD is to be submitted through Demand Draft of any Scheduled / Nationalized Bank (drawn in favour of "Director, NIPER, Mohali").
Note:- The original payment instrument like Demand Draft of any Nationalized Bank against Earnest Money sent to the address- **National Institute of Pharmaceutical Education & Research, Sector-67, S.A.S Nagar, (Mohali), Punjab – 160062** by post/speed post/courier/by hand before bid opening date & time.
- ii) **Important Documents uploads in.pdf format only:-**
 - a) Company profile including registration with appropriate authority.
 - b) Scanned copy of DD of EMD.
 - c) Bio-data of key personnel on the roll of Agency.
 - d) Documentary proof for providing similar type of services for at least 03 years.
 - e) Proof of having an average annual turnover from consultancy fees **40lacs** for last 03 years upto 31.03.2018.
 - f) Scanned copy of audited balance sheet for last 03 years upto 31.03.2018.
 - g) Scanned copy of PAN Card.
 - h) Documentary evidence of GST No.
 - i) List of works in hand with name and address of Agencies/Appropriate Authority.
 - j) Scanned copy of work experience for providing consultancy services works in research laboratories of total upto plinth area not less than 40000 sqft.
 - k) Documents in support of satisfactory completion of similar type of jobs in the last **five** years reckoned from the date of application along with their value duly certified by clients not below the rank of Executive Engineer (EE) in govt deptt./ public sector undertakings/ autonomous bodies of State/ Central Government. Value of projects completed during the period of mentioned above should not be less than 15 crores.
 - l) Scanned copy of partnership deed.
 - m) Scanned copy of Power of Attorney.
 - n) Documentary proof of address having their office/sub office in tricity (Chandigarh/Mohali/Panchkula).

The Cover II shall consist of following:

Schedule of price bid of in the form of BoQ_XXXXX.xls (Will be formulated according to the type of work).

**Signature of Issuing Officer NIPER,
Mohali**

NOTICE INVITING TENDER

1. On behalf of the Director, NIPER, Mohali, online Expression of Interest (EOI) applications are invited from renowned Architects who are interested in Providing Consultancy for Architectural/ Structural, Civil, Mechanical and other Utility Services, including Electrical and Air Conditioning Services for various type of construction projects in the NIPER campus for Mohali. Main scope of work will involve consultancy services for various infrastructure development works including additions, alteration and renovation works proposed to be undertaken in phased manner in next five years as per availability of funds. The Agencies should have their main operating offices/sub office located in tricity. (Chandigarh/Mohali/Panchkula).

The enlistment of the Architects should be valid on the last date of tenders.

In case only the last date of sale of tender is extended, the enlistment of Architects should be valid on the original date of sale of tenders.

In case both the last date of receipt of application and sale of tenders are extended, the enlistment of Architect should be valid on either of the two dates i.e. original date of sale of tender or on the extended date of sale of tenders.

1.2 CRITERIA OF ELIGIBILITY

1.2.1 Bidder shall submit EMD of Rs. 1,00,000/- in favour of Director, NIPER drawn on any scheduled bank payable at Mohali/Chandigarh

1.2.2

The tender shall be received by the undersigned by on 19.12.2018 up to 3.00 P.m. and envelope No. 1 only containing earnest money, conditions and tender documents shall be opened on the next working day in the presence of tenderer or their authorized representative who may like to be present. No consideration will be given to a tender received after the above stipulated time and date. Eligibility related documents shall be evaluated for criteria stipulated at 1.2.3 and agencies/Architects will accordingly be qualified/ disqualified by the Competent Authority. The financial bid (Envelope No. 2) of qualified tenderer shall then be opened at notified time, date and place. The rates of each item must be quoted in figures.

1.2.3 Architects who fulfill the following criteria shall be considered by NIPER, Mohali for technical evaluation (if required) and opening of commercial bids:

- (a) The complete company profile including registration with appropriate authority with documentary evidence.
- (b) EMD as mentioned above to be submitted in separate envelope along with eligibility criteria documents (Technical Bid) should be in the form of Demand Draft only payable to Director, NIPER, S.A.S Nagar drawn on any scheduled bank payable at Mohali/Chandigarh.
- (c) Bio Data of key personnel on the roll of the Firm/Agency.
- (d) Documentary proof in respect of providing similar type of services for at least three years from the last date of acceptance of tender.
- (e) The Consultant should submit proof of having an average annual turnover of at least Rs. 40 lacs from consultancy fees from government works only in the last 03 years i.e. upto 31 Mar 2018.
- (f) Audited balance sheet for last three years ending 31 Mar 2018.
- (g) Proof of PAN No.
- (h) Documentary evidence of GST No.

- (i) List of works in hand with value, Name and address of the clients.
 - (j) The consultant having an experience of providing consultancy services for research laboratories of total minimum plinth area not less than 40000 sqft during the period.
 - (k) The consultant should either have in house facility or should list out names of consultants on their panel for providing consultancy for Civil, Public Health, Structural, Electrical, Mechanical Utility, Air Conditioning and interior works.
 - (l) Individual firms should have minimum three registered architects either partners or on rolls of their firm for the last minimum three years (Documentary evidence need to be enclosed).
 - (m) Documents in support of satisfactory completion of similar type of jobs in the last **five** years reckoned from the date of application along with their value duly certified by clients not below the rank of Executive Engineer (EE) in govt deptt./ public sector undertakings/ autonomous bodies of State/ Central Government. Value of projects completed during the period of mentioned above should not be less than 15 crores.
 - (n) Documentary proof of address having their office/sub office in tricity (Chandigarh/Mohali/Panchkula).
2. The Competent Authority does not bind itself to accept the lowest or any other tender and reserves to itself the authority to reject any or all the tenders received without the assignment of any reason. All tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer shall be summarily rejected.
 3. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the Architects who resort to canvassing will be liable to rejection.
 4. The Competent Authority reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.
 5. The Architect shall not be permitted to tender for works in an NIPER Zone (responsible for award and execution of contracts) in which his near relative is posted as an Officer in any capacity in the grades of Assistant Engineer or equivalent and above (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relative to any Group A & B officer in the Institute's Engineering Department. Any breach of this condition by the Architect would render him liable to be removed from the approved list of Architects of this Institute/debarring for further tendering in the Institute for at least 5 years.
 6. No Engineer or other officers employed in Engineering or Administrative duties in Engineering Department of the Institute is allowed to work as a Architect for a period of one year after his retirement from Institute's service without the previous permission of the Competent Authority in writing. This contract is liable to be canceled if either the Architect or any of his employees is found at any time to be such a person who had not obtained the permission of the Competent Authority as aforesaid before submission of the tender or engagement in the Architect's service.
 7. The tender for the works shall remain open for acceptance for a period of ninety (90) days from the date of opening of tenders/ from the date of opening of financial bid in case tenders are invited on 2 envelop system (strike out as the case may be) if any tenderer withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the department, then the Institute shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the tenderer shall not be allowed to participate in the re-tendering process of the work.
 8. This Notice inviting tender shall form a part of the contract document. The successful tenderer/ Architect, on an acceptance of his tender by the Accepting Authority, shall within 15 days from the stipulated date of start of the work sign the contract consisting of:

- a) The Notice Inviting Tender, all the documents including additional conditions, specifications and drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
9. The eligible tenderers shall quote rates in terms of overall percentage above or below the total estimated amount put to tender must be filled both in figures and words on the last page of schedule of quantities. It will be obligatory on the part of the tenderer to sign the tender document for all the components (The schedule of quantities, conditions and special conditions etc.)
 10. After acceptance of the tender by Competent Authority, letter of award shall be issued on behalf of the Director. After the work is awarded, the main Architect will have to enter into one agreement with NIPER.
 11. All the payments to the Architect shall be deposited in their bank account through RTGS and the Architect shall submit the detail of his bank account & IFSC code after award of work.
 12. In case, date for opening of Eligibility/ Financial bid is declared/ happens to be public holiday, the Eligibility/ Financial bid will be opened on the next working day.
 13. Interpretations, corrections and changes to the Tenders Documents shall be made by Addendum, if required at **E-Procurement portal** on <http://tenderwizard.com/niper> & <http://niper.gov.in> and official website of the NIPER, S.A.S. NAGAR www.niper.gov.in free of cost.
 14. Each Tenderer shall ascertain prior to submitting his Tender that he has received all Addenda issued and he shall so acknowledge their receipt in his Tender.
 15. Bidder shall submit the documents in .pdf format:
 - i) Demand draft/Deposit at call receipt from a Scheduled Bank towards earnest money.
 - ii) Partnership deed or Registration Certificate of the Firm or Company as the case maybe.
 - iii) Power of Attorney.
 16. The provisions in the Tender documents shall govern over the contents of the above paragraphs if in contradiction or variation.

Signatures of the Bidder(s)

With Stamp

Instructions for Online Bid Submission:

1. The Bidders shall have to submit their Bids online in Electronic Format Digital Signatures. For participation in the e-tendering process, the Bidders need to register themselves at <http://tenderwizard.com/NIPER> and get user ID and passed. Class 3 Digital Signature Certificate (DSC) is mandatory to participate in the e-tendering process. (Helpdesk No. for registration – 09257209340 & 08054628821).
2. E-Tender processing fee shall be payable to M/s ITI Limited through their e-gateway by credit/ debit card, internet banking facility and non refundable.
3. No tender will be accepted in physical form and in case it has been submitted in Physical it shall be rejected without any communication to the sender.
4. Bids will be opened online as per time schedule mentioned in tender document.
5. The tenderer are requested to read the tender document carefully and ensure to compliance with all the instructions herein. Non –Compliance of the instructions contained in this document will disqualify the tenderer from the tendering exercise.
6. Before submission of online bids, bidders must ensure that scanned copies of all the necessary documents have been uploaded with the bid.
7. Director NIPER SAS Nagar will not be responsible for any delay in online submission of bids due to any reason whatsoever.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations horn these may be to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be' submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF / JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or 'father Important Documents' area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting (;l bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

1. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2 The bidder has to digitally sign and upload the required bid documents one by erne as indicated in the tender document.

3 Bidder has to select the payment option as "offline" to pay the tender EMD as applicable and enter details of the instrument,

4 Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DO/any other accepted instrument, physically sent r should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

5. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

6. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

7. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

8. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

9. Upon the successful and timely submission of bids (i.e after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

10. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

2) Any queries relating to the process of online bid submission or queries relating to <http://tenderwizard.com/NIPER> CPP Portal in general may be directed to the 24x7 Helpdesk.

Tenderer's to study entire tender document carefully

a) Submission of a tender by a tenderer implies that he has read all the stipulations contained in this tender document and all other contract documents and has acquainted himself of the nature, site conditions scope and specifications of the works to be executed and of conditions and rates at which stores will be issued to him by the NIPER, S.A.S Nagar. The Architect shall also be

deemed to have acquainted himself with local conditions and other factors which have a bearing on the execution of the works.

b) Before submitting the tender for the work to NIPER, S.A.S Nagar, the tenderer should thoroughly examine the existing conditions of site

c) After award of the work Architect has to prepare and submit the shop drawings (only for air-conditioning / fabrication work) for approval of the Engineer-in-Charge.

d) No claim will be entertained on account of ignorance of site conditions.

23. Every tender shall be written in the English language. All other information such as documents and drawings supplied by the tenderer will also be in the English language only. Drawings and designs shall be dimensioned according to the metric system of measurements. Tenders shall be forwarded under cover or a letter typewritten on the tenderer's letterhead and duly signed by the tenderer. Signature must be in long hand executed in ink by a duly authorized principal of the tendering firm. No oral, telegraphic or telephonic tenders or subsequent modifications there to shall be entertained.

24. The tenderer shall sign of every page of the tender documents in taken of acceptance of tender conditions and for the purpose of identification. Tenders containing erasures and alterations of the tender documents are liable to be rejected unless these are authenticated by the person signing the Tender Documents.

25. The tenderer shall not be entitled to claim any costs, charges, expenses in connection with preparation and submission and subsequent clarification of his tender in the event of withdrawal of the invitation of tenders by the Institute.

26. The institute reserves the right to revise or amend the tender documents prior to the date notified for opening of the tenders and also the right to postpone the date of presentation and opening of tenders without assigning any reason, whatsoever.

27. The Director, NIPER, S.A.S Nagar (Mohali) shall be referred as "Institute" in all the documents of Notice Inviting Tender/Contract Agreement.

28. Wherever the word 'Engineer-in-Charge occurs it shall mean Assistant Engineer (Civil) of NIPER, S.A.S Nagar (Mohali).

Signatures of the Bidder(s)

With Stamp

Annexure-A

TENDER ACCEPTANCE LETTER
(To be given on Company letter head)

Date :

To,

The Director,
NIPER,
S.A.S Nagar.

Sub : Acceptance of Terms and Conditions of Tender.

Tender Reference No. :

Name of Tender/Work : **Empanelment of Architects for Providing Consultancy Services
in respect of infrastructure development works and other
services contingent thereto in NIPER, S.A.S Nagar.**

Dear Sir,

1. I/We have downloaded/obtain the tender document(s) from the above mentioned Tender/Work from the website(s) namely :

as per your advertisement, given in the above mentioned website(s).
2. I/We hereby certify that I/We had read the entire terms and conditions of the tender documents (including all documents like annexure(s), schedule(s), etc which form part of the contract agreement and I/We shall abide hereby by the terms/ conditions/clauses contained therein.
3. Corrigendum(s) issued from time to time by your department/ organization too have also been taken into consideration, while submitting the acceptance letter.
4. I/We hereby unconditionally accept the tender conditions of above mentioned tender documents(s) in its totality/ entirely.
5. In case any provision of this tender are found violated, then your department/ organization shall without prejudice to any other right or remedy by at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the bidder, with official seal)

GENERAL TERMS and CONDITIONS

1. Name of Work – Consultancy services for various infrastructure development works along with connected services as described in Scope of Work detailed below at NIPER, S.A.S Nagar (Mohali).

2.0 SCOPE OF WORK

In consideration of the fees required to be quoted, the consultant shall faithfully, expeditiously, economically, and honestly perform the services related to Civil and Public Health, Interior Designing, Furniture, Electrical, Mechanical Utility, Air Conditioning and Electronic/ Telecommunication services required for construction of new works/ maintenance of building assets (Civil and Public Health Services), Electrical Installations, Electrification in buildings, Supply of Electrical power to infrastructures, Mechanical Utility services, Centralized Air Conditioning Plant, Air Conditioning Services, Equipments/ Machineries, Technical Modifications in Teaching & Research laboratories and other related services in the institute as per followings ;

- 2.1.0 Undertaking site visits to collect details/ data/ information required for planning purpose, holding necessary discussion with NIPER and obtaining requirement of project/ building and attending meetings at site of work/ NIPER office as and when required by NIPER.
- 2.1.1 To prepare necessary documents to enable NIPER to arrange detailed survey & soil investigation for the site of the project/ building as per requirements.
- 2.1.2 Preparation and submission of project report based on requirement of project and interaction with NIPER and submission of preliminary cost buildings/ structures/ services and getting necessary approval from NIPER.
- 2.1.3 Preparation and layout site plan and incorporation of the same in existing master plan of complex and obtaining necessary approval from NIPER or statutory and other documents required in connection with approval from NIPER or statutory bodies as per requirement, complete including updating of existing Master Plan of the institute.
- 2.1.4 Preparation and submission of preliminary cost estimates for each and every building/ structure including internal services like electrical, mechanical utility, HVAC, Telephones, fire fighting and any other services related to buildings as per requirement of institute including getting necessary approval from NIPER and statutory bodies as per requirement.
- 2.1.5 Preparation and submission of detailed – Architectural Drawings' designs and specifications for building/ structures suitable for construction and releasing to site after getting necessary approval from local authorities wherever required as per prevailing rules.
- 2.1.6 Preparation and submission of detailed designs, drawings and documents pertaining to all interior decoration, furniture, furnishings and other similar services for buildings/ structures for construction and release to after getting the necessary approval from NIPER.
- 2.1.7 Preparation and submission of detailed structural, drawings and detailed bar bending schedule and their vetting from government agency based on approved architectural drawings, for various buildings/ structure complete, suitable for construction and release to site including getting approval from statutory bodies wherever required.
- 2.1.8 Preparation and submission of detailed designs, drawings, documents for all internal utility services, like DM and Soft water plants, existing suction & discharge distribution system, plumbing, fire fighting, electrification, fire detection, fire alarming and fire hydrants, DG Sets, Substation LT panels, Transformers/ OCB's, HVAC, lifts, telephones, EPABX, public address system, audio/video, acoustics and other specialized services as per requirements of the project suitable for construction and release to site including getting necessary approval from NIPER.
- 2.1.9 Preparation of designs and documents, pertaining to external utility services like water supply, sewerage, storm water, drainage, fire hydrants scheme, treatment plants for water and sewerage, water supply intake arrangements, chilled water lines/ Centralized AC plant, roads, street lighting, telephone systems, external electrical works, LT panels in substation and related accessories, switch yards O/H lines and other related schemes, landscaping horticulture, arboriculture, rain

water harvesting, street light fixtures, paths, boundary walls and any other specialized services as per project requirements suitable for construction and release to site, including getting necessary approved from NIPER.

- 2.1.10 Preparation and submission of detailed bill of quantities, detailed estimates including preparation and submission of detailed take off calculations sheet, analysis of rates and tender documents for all works covered under clause 2.1.5 to 2.1.9 including issuing of 2 numbers of tender documents along with the necessary drawings for the purposes of inviting tenders including giving necessary advice (if required). In deciding the award of work. Separate tender documents required to be submitted for different works.
- 2.1.11 Carrying out all modifications/ deletion/ additions/ alternations in design/ drawings/ documents as required by NIPER for proper documentation and execution of works at site till completion and handing over of the project to NIPER including providing above services to the existing structures as per requirements of NIPER.
- 2.1.12 Periodic supervision of works to ensure adherence on the part of the Architects execution of work as per detailed drawings and specifications, including sorting out problems and issue of the necessary clarification at site including preparation of additional drawings and details for proper execution of work at site.
- 2.1.13 Preparation and submission of completion drawings and documents for the projects as required and acceptable to NIPER including getting necessary completion certificates from statutory bodies as per requirement.

3.1 Mode of Payment on Completion of work under clause

3.1.1	2.1.1 to 2.1.4	15%
3.1.2	2.1.5 to 2.1.6	20%
3.1.3	2.1.7	15%
3.1.4	2.1.8	10%
3.1.5	2.1.9	10%
3.1.6	2.1.10	0.5%
3.1.7	2.1.11 to 2.1.12	20%
3.1.8	2.1.13	0.5%

4.0.0 Terms and Conditions

- 4.1.1 The consultant shall furnish a Performance Bank Guarantee from a Scheduled and Nationalized Bank to the extent of 2.5% of the value of consultancy work including EMD of **Rs. 1,00,000/-** within 15 days of the signing of the agreement. The bank guarantee shall remain valid till six months after execution of the work and handing over of all building/ works of the project to NIPER satisfactorily.
- 4.1.2 The EMD of successful Consultant may also be converted into Bank Guarantee from a scheduled or Nationalized Bank.
- 4.1.3 5% of the fee payable to the consultant shall be retained from the running bills as retention money in addition to the Performance Guarantee and the same shall be released six months after complete execution of work at site and handing over of the project (individually) to NIPER satisfactorily.
- 4.1.4 Payment of running bills shall be made to the consultant based on approved preliminary estimated cost of building is known as per running bill measurements.
- 4.1.5 The final fee payable at the consultant shall be determined on the basis given in Para 4.0.0 and difference if any in the fees payable already paid at various stages shall be adjusted at the last stage of the payment.
- 4.1.6 **Payment towards outstation visits**
All visit performed by the consultant in connection with planning, designing, detailing, obtaining approval from statutory bodies upto the conducting additional number of visits to the site during the construction and shall be covered under his fees.
- 4.1.7 The consultant shall prepare necessary model if required in connection with approval of the scheme prepared by him from statutory body/ NIPER without any extra payment.
- 4.1.8 If at any time after acceptance of the tender, NIPER decides to abandon or reduce the scope of work for any reason whatsoever and hence no require the whole or any part of the works to be carried out, the NIPER shall give notice in writing to this effect to the consultant and the consultant

shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advance which he might have derived from the execution of the works in full but did not derive in consequence of the foreclosure of the whole or part of the work.

- 4.1.9 The consultant shall supply free of charge to NIPER the following documents :-
- a) 2 copies of project report referred in clause 2.1.2.
 - b) 3 sets of preliminary drawings and estimates for approval.
 - c) 3 sets of complete detailed design calculation (structural, public health, electrical, HVAC and other services) including subsequent modification/ revisions, if any.
 - d) 4 sets of each drawings (Architectural, structural, electrical, public health, HVAC and other services) based on approved drawings, revision, if any.
 - e) 3 sets of detailed estimates for all works.
 - f) 6 sets of tender documents and tender drawings as required.
 - g) Adequate No. of additional working drawings and other documents duly approved by statutory bodies if applicable, including 4 updated copies of Master Plan incorporating all the works executed under this contract.
- 4.1.10 The consultant will be required to provide consultancy services in phased manner as per requirement and availability of resources/funds with NIPER and will complete the services for individual works within the specified completion time to of the individual building project.
- 4.1.11 All design and drawings shall be the property of NIPER. The originals of approved completion drawings shall be on good quality reproducible tracing paper.
- 4.1.12 The consultant shall be fully responsible for evolving safe, economic, technically sound and correct design and shall ensure that the codes of practices, legislation and other relevant by laws and good engineering practices are followed at no extra cost to NIPER.
- 4.1.13 The consultant will give undertaking that all drawings, designs, specifications, plans, estimates and other documents will be prepared and furnished to suit the local conditions of the site in the most economical manner and at any stage during the progress of execution of the work, if any defect is noticed in the drawings, designs, specifications, plans, estimates or other documents, the consultant shall provide free of cost to NIPER fresh designs/ drawings/ specifications/ estimates and other documents within a period of time of one month from the date of notice issued by NIPER in this regard. The consultant shall also indemnify the NIPER against any damage/ loss/ delay suffered by NIPER due to such defective drawings/ designs/ specifications/ estimates other documents supplied by the consultant subject to a maximum of 10% of the consultancy fees.
- 4.1.14 The agreement may be terminated at any time by NIPER upon one month's notice in writing being given to the consultant, if the consultant's work is not found satisfactory according to the terms of the consultant's work not being satisfactory, NIPER will get the work done at the risk and cost of the consultant.
- 4.1.15 **Arbitration**
In the event of any questions, dispute and or difference whatsoever arising under the agreement or any alleged thereof, the same shall be settled, as far as possible by mutual discussions and consultation between consultant and NIPER reference to and in context of the appointed by the Director, NIPER whose decision shall final and binding on both the parties subject to as aforesaid the Arbitration and Conciliation Act, 1996 and rules there under and any statutory modification thereof for the time being in force shall apply to arbitrator refuses or shall be supplied by Director, NIPER aforesaid.
- 4.1.16 **Penalty**
In case the consultant fails to complete the consultancy for works which may be required to be executed in phases) within the specified period or extended period mentioned in clause 4.1.10 owing to reasons attributable to consultant, liquidated damages @ 1% per week of the total fee subject to maximum 5% of the total fee payable shall be levied on the consultant. NIPER shall be entitled to deduct such damages from the dues that may be payable to the consultant.
- 4.1.17 **FORCE MAJEURE CLAUSE**
The NIPER will not be responsible for any delay/ stoppage of work due to force majeure condition like natural calamities, evil disturbances, strikes, war etc and losses suffered, if any, by the consultant of this account. NIPER shall not be liable in any way to bear such losses and no compensation of any kind whatsoever will be payable by NIPER to the consultant.

- 4.1.18 The rates quoted by the consultant is excluding of Service Tax/GST.
- 4.1.19 The rebate of 10% on the quoted rate will be applicable on the consultancy charges against building of repetitive nature i.e. residential housing.
- 4.1.20 The consultant will provide copies of structural design calculations & parameters adopted for structural design of various buildings duly certified by a Govt. Agency in respect of their being safe, economical and complying with latest mandatory norms fixed by the govt.
- 4.1.21 Deviation in total cost of the project worked out on the basis of agreed rates with the agencies and items given in BOQ supplied by the consultant and quantities actually executed at site will not exceed 10% including extra/ substituted items except extra items specifically ordered by NIPER in writing as per its requirements.
- 4.1.22 The expression Director shall mean and include an acting/ officiating Director. The venue of arbitration shall be S.A.S Nagar (Mohali).
- 4.1.23 Initially the agreement will be for five years and may be extended further on successful completion on mutual consent.

(Signature of the Tenderer)

