

## INDEX

**Tender ID 2025\_DPHAR\_846184\_1.**

**Engaging of Project Management Consultant for Providing Project Management Consultancy Services (PMC) for Construction of Building for Centre of Excellence (CoE) at NIPER, S.A.S Nagar.**

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SECTION-I	PRESS NOTICE	
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### NOTICE INVITING e-TENDERS

- The National Institute of Pharmaceutical Education & Research (NIPER), Sector-67, S.A.S. Nagar-160062 on behalf of the Director NIPER, S.A.S. Nagar **invites online Bids on Two Bids system (Eligibility Bid and Price Bid)** from Govt. Agencies/Reputed Organizations/ Renowned Architects/ Project Management Consultants for Construction of Building for Centre of Excellence (CoE) at NIPER, S.A.S Nagar.
- Earnest Money Deposit:** INR 1,00,000/-.

1.	Name of Work & Location	Engaging of Project Management Consultant for Providing Project Management Consultancy Services (PMC) for Construction of Building for Centre of Excellence (CoE) at NIPER, S.A.S Nagar.
2.	Earnest Money	Rs. 1,00,000/-,
3.	Period of Completion	01 Year.

#### Critical Date Section

1	Date of submission of e-tender	Start Date 27.01.2025 at 04.00 AM
		End Date : 17.02.25 at 03.00 P.M
2	Opening of Technical Bid (online)	18.02.2025 at 03.00 P.M

- The tender forms and other details can be obtained from the website: <http://eprocure.gov.in> and official website of the NIPER, S.A.S. Nagar at <http://niper.gov.in>. Press notice is also available on NIPER website. **The contractors are requested to get their firm registered on the website <http://eprocure.gov.in> for participating in e-tendering process.**

SECTION-II	CHECK LIST	
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**CHECK LIST FOR GOVT. AGENCIES/REPUTED ORGANIZATIONS/ RENOWNED ARCHITECTS/ PROJECT MANAGEMENT CONSULTANT FOR SUBMISSION OF TENDERS ONLINE:**

1. THE GOVT. AGENCIES/REPUTED ORGANIZATIONS/ RENOWNED ARCHITECTS/PROJECT MANAGEMENT CONSULTANTS MUST UPLOAD THE NECESSARY DOCUMENTS AS MENTIONED IN LIST OF DOCUMENTS TO BE SCANNED AND UPLOADED WITHIN THE PERIOD OF BID SUBMISSION AT **PAGE 7** OF BID DOCUMENTS.
2. IF ANY DISCREPANCY IS NOTICED BETWEEN UPLOADED EMD AT THE TIME OF SUBMISSION OF BID AND ORIGINAL EMD SUBMITTED PHYSICALLY BY THE BIDDERS IN THE OFFICE OF BID OPENING AUTHORITY, THE BID SUBMITTED SHALL BECOME INVALID.
3. TENDER TO BE WITNESSED AT SPECIFIED PAGE OF TENDERED DOCUMENTS AT THE TIME OF DRAWING AGREEMENT WITH THE SUCCESSFUL BIDDER
4. THE TENDER / TENDERS CONTAINING CONDITIONS CONTRARY TO THOSE SPECIFIED IN THIS DOCUMENT SHALL BE SUMMARILY REJECTED.
5. THE GOVT. AGENCIES/REPUTED ORGANIZATIONS/ RENOWNED ARCHITECTS/ PROJECT MANAGEMENT CONSULTANTS SHALL QUOTE THE PERCENTAGE RATES KEEPING IN MIND, GENERAL TERMS & CONDITIONS OF CONTRACT.
6. ONCE THE BID UPLOADED BY THE BIDDER IS WITHDRAWN, HE WILL NOT BE ALLOWED TO RESUBMIT HIS BID, HOWEVER, HE CAN EDIT HIS BID ANY NUMBER OF TIMES BUT BEFORE LAST DATE & TIME OF SUBMISSION OF BID.

SECTION-III	<b>TENDER Eligibility Criteria</b>	
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1. The National Institute of Pharmaceutical Education & Research (NIPER), Sector-67, S.A.S. Nagar-160062 on behalf of the Director NIPER, S.A.S. Nagar **invites online Bids on Two Bids system (Eligibility Bid and Price Bid)** from Govt. Agencies/Reputed Organizations/ Renowned Architects/ Project Management Consultants who are interested in Providing Project Management Consultancy Services (PMC) for Construction of Building for Centre of Excellence (CoE) at NIPER, S.A.S. Nagar.
  2. **Earnest Money** : INR 1,00,000/-.
  3. Joint ventures are not accepted.
  4. The documents related eligibility shall be evaluated for eligibility criteria stipulated below and Govt. Agencies/ Reputed Organizations/ Architects/Project Management Consultants will accordingly be Qualified/ Disqualified.
  5. **To become eligible, the bidders shall have to furnish an affidavit on Page No. 13 :-**
  6. Govt. Agencies/ Reputed Organizations/ Architects/Project Management Consultants who fulfill the following criteria shall be considered for technical evaluation.
  7. PMC firms who are desirous of applying for above work and fulfills following minimum requirements only need to apply.
  8. Experience of having successfully completed similar \* jobs i.e. during last 7 years (as on date of issue of NIT) :-
    - (i) One similar job completed work costing not less than Rs. 14.60 Cr (including Taxes).
    - Or**
    - (ii) Two similar jobs completed works costing not less than Rs. 10.90 Cr (including Taxes).
    - Or**
    - (iii) Three similar jobs completed works costing not less than Rs. 7.30 Cr (including Taxes).
  9. The bidders should have an average annual turnover of Rs. 20.00 lacs from consultancy services in the last 03 financial years ending 31<sup>st</sup> March of previous year.
  10. The bidders should have in house facility or should list out names of Consultants on their panel for providing Consultancy for Architectural, Civil, Structural, Electrical, Mechanical Utility, Air Conditioning, interior and Pharmaceutical Research Laboratories Works.
  11. The bidders should have minimum One Graduate/ Post Graduate Engineers and one Architect registered with Council of Architects either partners or on rolls of their firms for the last minimum three years.
  12. Firms should have minimum 05 years experience in the field of Providing Project Management Consultancy Services.
  13. The bidders should have valid PAN No.
  14. The bidders should have Certificate of Registration for GST.
  15. The bidders should have their Office/ Sub office in tricity Chandigarh /Mohali/ Panchkula).
- \* **Similar Job shall mean Providing Project Management Consultancy (PMC) Services for the Buildings including MEP, HVAC and Pharmaceutical Research Labs.**
- \* **Cost of completed work for which services as PMC have been provided.**

16. Initially the agreement will be for one year and may be extended till the final completion of project work on mutual consent based on satisfactorily performance of the Agency.
17. The bid document consisting of Notice Inviting e-Tender, Check List, Tender Eligibility Criteria covering Scope of Works & General Terms & Conditions, Mode of Payment on completion of work etc to be complied with and all necessary documents can be seen on website <http://eprocure.gov.in> and official website of the NIPER, S.A.S. Nagar at <http://niper.gov.in> or in Engg Office, NIPER, S.A.S. Nagar free of cost.
18. After submission of the bid the Govt. Agencies/ Reputed Organizations/Architects/ Project Management Consultants can re-submit revised bid any number of times but before last time and date of submission of bid as notified.
19. The Two bid system will be followed for this tender. In this system the bidder must submit bid **online at <http://eprocure.gov.in>.**
20. **The tenderer shall be required to submit the Earnest Money Deposit (EMD) for an amount of Rs. 1,00,000/- (Rupees One Lakh only) which is refundable by RTGS/NEFT in favour of "Director NIPER", having A/c No. 55034549623, IFS Code SBIN004421, State bank of India, SPL, Housing Finance Branch, Phase-10, SAS Nagar, Mohali (other than lowest). It is further required that the E-receipt/UTR No./proof of deposit of EMD attached with technical bid and e\_tendering mode along with other relevant documents. In case of non receipt of tender fee and earnest money in tender, the tender will be straightway rejected.**

The EMD. Bid Security shall also be accepted in the form of Insurance Security Bonds/ Account Payee Demand Draft, Fixed Deposit Receipt, Bankers cheque or Bank Guarantee including E-Bank Guarantee from any commercial bank or online payment in an acceptable form.
21. The Agencies/bidders whose bid is accepted, will be required to furnish Performance Bank Guarantee **amounting to Rs. 2.00 Lakhs (Rupees Two Lakhs) within 15 days of the signing of the agreement.** This guarantee shall be in the form of Deposit at Call receipt of any scheduled bank/Banker's cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay order of any scheduled bank (in case guarantee amount is Rs. 1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form. In case the Agency fails to deposit the said Performance Guarantee within the period as indicated above including the extended period if any, the Earnest Money deposited by the Agency shall be forfeited automatically without any notice to the Agency. **The Earnest Money deposited along with bid shall be returned after receiving the aforesaid Performance Guarantee.**
22. Copy of certificate of work experience and other documents as specified in the press notice shall be scanned and uploaded to the e-Tendering website within the period of bid submission. However, certified copy of all the scanned and uploaded documents as specified in press notice shall have to be submitted by the lowest bidder within a week physically in the office of tender opening authority.
23. The bid submitted shall become invalid if:
  - (i) The bidder is found ineligible.
  - (ii) The bidder does not upload all the documents (PAN No. & GST registration etc.) as stipulated in the bid document.
  - (iii) If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically by the lowest bidder in the office of bid opening authority.
  - (iv) The intending bidder does not deposit EMD in the prescribed manner.
  - (v) If a tenderer does not quote Percentage Rates, the tender shall be treated as invalid and will not be considered as lowest tenderer.
  - (vi) If a tendered amount works out to "Zero" as per item rates quoted by the bidder, the tender shall be treated as invalid and will not be considered as lowest tenderer.
24. The description of the work is as follows:

**“Engaging of Project Management Consultant for Providing Project Management Consultancy Services (PMC) for Construction of Building for Centre of Excellence (CoE) at NIPER, S.A.S Nagar”.**

25. Director, NIPER, S.A.S. Nagar does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the bids received without the assignment of any reason. All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidders shall be summarily rejected.
26. Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the bids submitted by the PMC Agency who resort to canvassing will be liable for rejection.
27. Director, NIPER, S.A.S. Nagar reserves to himself the right of accepting the whole or any part of the bid and the bidders shall be bound to perform the same at the rate quoted.
28. The Govt. Agencies/ Reputed Organizations/ Architects/Project Management Consultants shall not be permitted to bid for works in the Institute's Engineering Department (responsible for award and execution of contracts) in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of Assistant Engineer (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 relatives to any gazetted officer in the Institute. Any breach of this condition by the PMC Agency would render him liable to be removed from the approved list of PMC Agency of NIPER
29. No Engineer or other officers employed in Engineering or Administrative duties in Institute is allowed to work as a PMC Agency 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 cancelled if either the PMC Agency 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 PMC Agency's service.
30. The bid for the works shall remain open for acceptance for a period of Ninety (90) days from the date of opening of bids. If any bidders 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 bid 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 bidders shall not be allowed to participate in the rebidding process of the work.

**SIGNING OF CONTRACT**

31. The successful bidder on acceptance of his bid by the Accepting authority shall, within 15 days from the stipulated date of start of the work sign the contract consisting of :
32. The notice inviting tender, all the documents if any forming the tender as issued at the time of invitation of tender and accepting thereof together with any correspondence leading thereto.
33. 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.
34. **List of Important Documents to be scanned and uploaded in pdf format only within the period of bid submission:**
  - (a) Scanned copy of adequate experience of Providing Consultancy Services for govt. research institutes/ laboratories.
  - (b) Scanned copy of satisfactorily completion of similar type of Consultancy works/jobs/services in the last Seven years reckoned from the date of application along with their value duly certified by clients not below the rank of Executive Engineer (EE) in any govt. organizations/ PSU's/ Railways/ Govt institutes/Govt. Hospitals/ State PWD/ MES/ Autonomous bodies etc. Value of projects completed during the period mentioned above shall not be less than values as mentioned above.
  - (c) Scanned copy an average annual turnover of Rs. 20.00 lacs from consultancy services in the last 03 financial years ending 31<sup>st</sup> March of previous year.

- (d) Scanned copy of in house facility or list out names of Consultants on their panel for providing Consultancy for Architectural Civil, Structural, Electrical, Mechanical Utility, Air Conditioning, interior and Pharmaceutical Research Laboratories Works.
- (e) Scanned copy of having minimum One Graduate/ Post Graduate Engineers and one Architects registered with Council of Architects either partners or on rolls of their firms for the last minimum three years.
- (f) Scanned copy of having minimum 05 years experience in the field of Providing Project Management Consultancy Services.
- (g) Scanned copy of Company profile including registration with appropriate authority.
- (h) Scanned copy of Online deposited proof of EMD.
- (i) Scanned copy of valid PAN No.
- (j) Scanned copy of Certificate of Registration for GST.
- (k) Scanned copy of partnership deed.
- (l) Scanned copy of Power of Attorney.
- (m) Scanned copy of proof of having Office / Sub Office in tricity. (Chandigarh /Mohali /Panchkula).



<b>SECTION-IV</b>	<b>Scope of Work</b>	
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**PROJECT BRIEF**

1. NIPER proposes to construct a Green Building for Centre of Excellence of approx build up Areas 2700 Sqm, having Ground plus Two Floors at its own campus in Sector-67, SAS Nagar, Mohali, Punjab. The building is proposed to be constructed for accommodating Lecture Hall, Conference Hall, Central Instrument Laboratory, Pharmaceutical Research Laboratories (BSL2), Faculty Rooms, Administrator Office, Reception Lobby, Utility Rooms, Kitchen, AHU Rooms, Janitor Utility Room, Stair Case, Lift and Public Health Facilities.

**SCOPE OF WORK FOR PMC**

2. The Scope of Work in General shall include the following:-
  - (a) To ascertain NIPER's requirement, examine the available construction site and review Architectural Plan for desired / suitable location in the campus as per future expansion area available in existing Master Plan of the Institute.
  - (b) To undertake complete Planning and Designing of the Green Building, having Ground plus Two Floors, for Centre of Excellence and connected infrastructure including Site Surveying, Soil Investigation and preparation of Layout Plans & incorporating the same in the Master Plan at the required location as per existing building bye laws of the concerned town planning authority and seeking approval of NIPER.
  - (c) The building proposed to be constructed for accommodating, Lecture Hall, Conference Hall, Central Instrument Laboratory, Pharmaceutical Research Laboratories (BSL2), Faculty Rooms, Administrator Office, Reception Lobby, Utility Rooms, Stores, Kitchen, AHU Rooms, Power Panel Room, UPS Room, Janitor Utility Room, Staircase, Lift Well, and Public Health Facilities.
  - (d) To prepare Preliminary & Detailed Architectural / Interior / Civil/ Structural, Public Health, Electrical, Lighting and other required Services like Telephone, CCTV, Generator Set Supply, HVAC, Lifts, Fire Protection Services, DM & Soft Water Supply, Laboratory Gases Supply and Landscape Drawings as per requirements and submission of the same to NIPER for approval.
  - (e) Preparation and submission of detailed design calculations, structural drawings and detailed bar bending schedule and their vetting from Govt. Engineering College / Agency based on the approved architectural drawings.
  - (f) Preparation and submission of Preliminary and Detailed, Specifications & Cost Estimates, based on CPWD Manual and Analysis of Rates etc. for any non-scheduled items, for evaluation of cost and to incorporate observations of NIPER in the same, if any. Construction Work on the basis of Detailed Cost Estimate will be awarded to separate agencies by NIPER.
  - (g) Preparation and submission of Detailed Architectural Drawings of Building / Structure and Services as per requirement of the Project suitable for construction and releasing to site.
  - (h) Assisting NIPER and Co-ordination with Statutory Authorities / Local Bodies for implementation of project as per requirements of site conditions and laws / local bye laws.
  - (i) The PMC shall be fully responsible for evolving safe economic, technically sound and correct design and shall ensure that the Planning and Designing of the work is carried out based on latest ISI codes of practices, legislation and other bye laws and good




engineering practices and a certificate there on shall be furnished by them to NIPER at the completion of work.

- (j) The PMC will ensure that all drawings, designs, specifications, plans, estimates and other documents will be prepared and implemented to suit the local conditions of the site and applicable government norms 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 PMC shall provide fresh designs/ drawings/ specification/ estimates and other documents within a period one month from the date of notice issued by NIPER in this regard. The PMC shall also indemnify the NIPER against any damage/ loss/ delay suffered by NIPER due to such Defective drawings/ designs/ specification/ estimate and other documents supplied by the PMC subject to a maximum of 10% of the consultancy fees.
- (k) Monthly site visit to ensure adherence to the architectural design, including sorting out problems and issue of necessary clarification at site including preparation of additional drawings and details for proper execution of work.
- (l) The PMC will submit monthly progress report to NIPER indicating physical as well as financial progress of work and will attend any meeting to discuss the progress of works as and when convened by NIPER.
- (m) The PMC will make all engineering decisions required for the successful and timely implementation of the contract in consultation with / and approval of, NIPER.
- (n) To receive observation/comments/suggestion from NIPER and incorporate the same in final drawings to be implemented at work site.
- (o) Time will strictly be the essence of contract for completion of respective works as per stipulations therein.
- (p) The works will be executed strictly as per CPWD specifications (latest edition) unless otherwise specified. Indian Standard Specifications will be followed where there are no CPWD specifications.
- (q) Three sets of completion drawings including all structural and services drawings of projects and updated Master Plan will be handed over by the PMC to NIPER on completion of respective infrastructure.
- (r) The PMC will have to make their own arrangements for office, utilities, accommodation and transport and should include cost of all these elements in their financial offer.
- (s) The PMC shall, if so required by NIPER, provide any additional services at agreed rates as per the contract, or as mutually agreed upon as a variation order.
- (t) Increasing / decreasing the scope of the work, will be at the discretion of employer, and no claim in this matter will be entertained by the NIPER.

### **TIME OF COMPLETION & INTERMEDIATE TARGETS**

1. Initially the agreement will be for one year and may be extended till the final completion of project work on mutual consent based on satisfactorily performance of the Agency.
2. Time period for Site Surveying, Soil Investigation, Preliminary Drawings and Estimates including subsequent modifications / revisions if any. – Thirty Days from the date of issue of LOA.
3. Detailed Project Report, Detailed Design Calculations, Detailed Drawings and Detailed Cost Estimates for all works including subsequent modifications / revisions if any. Tender Drawings as per requirement. – Sixty Days from the date of issue of LOA.

SECTION-V	<b>General Terms &amp; Conditions</b>	
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### Terms and Conditions

- The consultant shall furnish a Performance Guarantee from a Scheduled and Nationalized Bank amounting to Rs. 2.00 Lakhs (Rupees Two Lakhs) within 15 days of the signing of the agreement. This guarantee shall be in the form of Deposit at Call Receipt / Banker's Cheque / Demand Draft / Pay order of any scheduled bank (in case guarantee amount is Rs. 1,00,000/-) or Bank Guarantee or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form. In case the PMC Agency fails to deposit the said Performance Guarantee within the period as indicated above including the extended period if any, the Earnest Money deposited by the PMC Agency shall be forfeited automatically without any notice to the PMC Agency. The Earnest Money deposited along with bid shall be returned after receiving the aforesaid performance Guarantee.
- The Performance 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.
- 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 to NIPER satisfactorily.
- 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.
- The final fee payable at the consultant shall be determined on the basis given in Para 26 and difference if any in the fees payable already paid at various stages shall be adjusted at the last stage of the payment.

### Payment Terms

- The Mode of Payments in Percentage of the consultancy fee charges quoted by the Agency shall be payable based on the actual work done subject to submission of RA Bill by the Agency and verification by the Engineer-in-Charge as per the followings :-

7.

S. No.	Percentage of Consultancy Fee Charges to be paid to PMC Agency.	On submission of required Documents / Designs / Drawings
(a)	10% on the basis of Estimated Cost excluding GST	Site Surveying, Soil Investigation, Preliminary Drawings and Estimates including subsequent modifications / revisions, if any and approval thereof.
(b)	20% on the basis of Estimated Cost excluding GST	Detailed Project Report, Detailed Design Calculations, Detailed Drawings and Detailed Cost Estimates for all works including subsequent modifications / revisions, if any and approval thereof. Tender Drawings as per requirement.
(c)	50% on the basis of RA Bills of Construction Contractor	Construction Drawings, Revised Construction Drawings and Bar Bending Schedule suitable for construction and releasing to site. Proportionate to the RA Bills of

	excluding GST, verified and paid by NIPER.	Construction Contractor excluding GST, verified and paid by NIPER.
(d)	Balance Payment	On release of Final Payment of the Construction Agency for Construction Work and Allied Services after adjusting all on account payments.

### Payment towards outstation visits

8. All visits performed by the consultant in connection with planning, designing, detailing, obtaining approval from statutory bodies up to the conducting additional number of visits to the site during the construction shall be covered under his fees.
9. 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.
10. 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 not 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.
11. The consultant shall supply free of charge to NIPER the following documents :-
  - a) 3 sets of Preliminary Drawings and Estimates for approval.
  - b) 3 copies of Detailed Project Report, Detailed Design Calculations, Detailed Drawings and Detailed Cost Estimates for all works including subsequent modifications / revisions,
  - c) 3 sets of Tender Drawings as per requirement.
  - d) Adequate Numbers of Construction Drawings and Bar Bending Schedule suitable for construction and releasing to site.
  - e) 3 updated copies of Master Plan incorporating all the works executed under this contract.
26. 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.
27. All design and drawings shall be the property of NIPER. The originals of approved completion drawings shall be on good quality paper.
28. 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.
29. 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.
30. 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.
31. **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.

32 **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 owing to reasons attributable to consultant, liquidated damages @ 1.5% per week of the total fee subject to maximum 10% 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.

33 **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.

34 The rates quoted by the consultant is excluding of Service Tax/GST.

35 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.

36 The expression Director shall mean and include an acting/ officiating Director. The venue of arbitration shall be S.A.S Nagar (Mohali).

37 Initially the agreement will be for one year and may be extended further on mutual consent on successful completion of work for another four years.

**(Signature of the Tenderer)**

Tender Acceptance Letter  
(To be given in the form of Affidavit)

Date :

To,

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

**Sub :** Acceptance of Terms and Conditions of Tender.


Tender Reference No. :  
Name of Tender/ Work :

Dear Sir,

1. I/we have read and examined the Notice Inviting Tender, Scope of Work, General Terms & Conditions of Contract and all other contents in the tender documents for the work.
2. Corrigendum(s) issued from time to time by your department/ organization too have also been taken into consideration, while submitting the acceptance letter.
3. I/We hereby unconditionally accept the tender conditions of above mentioned tender documents (s) in its totality/ entirely.
4. 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.
5. I/We undertake and confirm that eligible similar work/job/service (s) has/have not been got executed through another PMC Agency on back to back basis. Further that, if such a violation comes to the notice of institute, then I/We shall be debarred for tendering in NIPER, S.A.S. Nagar in future forever. Also, if such a violation comes to the notice of institute before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee. I/we have not been debarred / black listed by any organization in last 5 years.

Yours faithfully,

(Signature of the bidder, with official seal)

SECTION-IV	Schedule of Quantity	
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Name of Work : Engaging of Project Management Consultant for Providing Project Management Consultancy Services (PMC) for Construction of Building for Centre of Excellence (CoE) at NIPER, S.A.S Nagar.

S. No.	Description of item	Unit Rate	Rates to be quoted in %age (percentage)
1.	The Project Management Consultancy (PMC) Services as per Scope of Work and other clauses of Technical Bid. (Part-I)	Percentage of the actual cost or the completion cost of the Project excluding GST.	****

**Note : GST shall be extra as applicable.**

**Signature of the Tenderer  
(Stamp & Date)**

Name : \_\_\_\_\_

Address : \_\_\_\_\_

\_\_\_\_\_

**BANK MANDATE FORM**  
**ELECTRONIC CLEARING SERVICE (CREDIT CLEARING)/REAL TIME GROSS SETTLEMENT (RTGS) FACILITY FOR RECEIVING PAYMENT**

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## A. DETAIL OF ACCOUNT HOLDER:-

NAME OF ACCOUNT HOLDER	
COMPLETE CONTRACT ADDRESS	
TELEPHONE NUMBER/FAX/EMAIL	

## B. BANK ACCOUNT DETAILS:-

BANK NAME	
BRANCH NAME WITH COMPLETE ADDRESS, TELEPHONE NUMBER AND EMAIL	
WHETHER THE BRANCH IS COMPUTERISED?	
WHETHER THE BRANCH IS RTGS ENABLED? IF YES, THEN WHAT IS THE BRANCH'S <b>IFSC CODE</b>	
IS THE BRANCH ALSO NEFT ENABLED?	
TYPE OF BANK ACCOUNT (SB/CURRENT/CASH CREDIT)	
COMPLETE BANK ACCOUNT NUMBER (LATEST)	
MICRO CODE OF BANK	

**DATE OF EFFECT:-**

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information I would not hold the user Institution responsible. I have read the option invitation letter and agree to discharge responsibility expected of me as a participant under the scheme.

(-----)

Signature of Customer  
 Authorized Signatory(ies) of the Agency  
 Tenderer/Bidder

Date:

Certified that the particulars furnished above are correct as per our records.

(-----)

Signature of Customer  
 Authorized Signatory(ies) of the Agency  
 Tenderer/Bidder

Date:

1. Please attach a photocopy of cheque along with the verification obtained from the bank.
2. In case your Bank Branch is presently not "RTGS enabled" then upon its up gradation to "RTGS Enabled" branch, please submitted the information again in the above proforma to the Department at earliest.