



Center of Innovative and Applied Bioprocessing (CIAB)

Sector-81, Knowledge City, PO Manauli,
S.A.S Nagar, Mohali 140306, Punjab, India

नवोन्मेषी एवं अनुप्रयुक्त जैव - प्रसंस्करण केंद्र (सी० आई० ऐ० बी०)

A National Institute under the Department of Biotechnology (Govt. of India)



CIAB/7(60)/2018-works

13 April 2018

CORRIGENDUM

EOI of Architecture & Structural Consultancy for construction of footbridge on N-choe,
CIAB, Knowledge City, Sector-81, Mohali

Attention is invited to the EOI ref no. CIAB/7(60)/2018/Works for EOI of Architecture &
Structural Consultancy for construction of footbridge on N-choe.:

	As per EOI	Corrected
CIAB/7(60)/2018/works	The consultancy fee for the scope of work as specified above shall be quoted only in terms of percentage of total cost	The consultancy fee for the scope of work as specified above shall be quoted only in lump sum amount as per abstract sheet

2. The remaining specifications and terms & conditions of the EOI are remains same. The Chief Executive Officer, CIAB reserves the right to accept or reject any offer without assigning any reason.

Administrative Officer

CENTER OF INNOVATIVE & APPLIED BIOPROCESSING
DEPARTMENT OF BIOTECHNOLOGY

(Govt. of India)
Knowledge City, Sector-81, Mohali

**EXPRESSION OF INTEREST FROM ARCHITECTS/ ARCHITECTURAL
CONSULTANTS**



**Architecture & Structural Consultancy for construction of footbridge
on N-choe, CIAB, Knowledge City, Sector-81, Mohali.**

CENTER OF INNOVATIVE & APPLIED BIOPROCESSING

(Dept. of Biotechnology)
Knowledge City, Sector-81, Mohali. (Pb)
Website: www.ciab.res.in

Expression of Interest (EOI)

CIAB/7(60)/2018- Works

Name of Work: - Architecture & Structural Consultancy for construction of footbridge on N-choe, CIAB, Knowledge City, Sector-81, Mohali.

Sealed EOI is invited on behalf of the Chief Executive Officer, Centre of Innovative & Applied Bioprocessing (CIAB), Mohali for the work of “**Architecture & Structural Consultancy for construction of footbridge on N-choe, CIAB, Knowledge City, Sector-81, Mohali.**”

” as per terms and conditions provided in the document.

The document may be purchased directly from the office of CIAB, Mohali, by paying Rs. 590/-in cash as cost of document OR can be downloaded directly from the website www.ciab.res.in or Central public procurement portal (eprocure.gov.in) in which case the fee in the form of a Demand draft of Rs. 590/- (Rupees Five Hundred Ninety Rupees only) in favour of Center of Innovative & Applied Bioprocessing payable at Mohali., shall be payable as cost of document. **Both the bids i.e., the Technical & Financial bids, must be submitted on or before 20th April 2018 (up to 3.00 PM), along with the appropriate EMD as per below mentioned schedule:**

1.	Issue/download of documents	06 th April 2018
2.	Last date and time for submission of sealed Tender	20 th April 2018 (up to 3.00 PM)
3.	Date & time of opening of technical bid	20 th April 2018 at 3.30 PM
4.	Earnest Money Deposit	Rs 10,000/-
5.	Time for Completion of Work	06 weeks from period specified in document

NOTE: Offers received by FAX/email will be summarily rejected.

The Chief Executive Officer, CIAB reserves the right to accept/reject any EOI in part or full without assigning any reason.

Administrative Officer

CENTER OF INNOVATIVE & APPLIED BIOPROCESSING

(Dept. of Biotechnology)
Knowledge City, Sector-81, Mohali. (Pb)
Website: www.ciab.res.in

CIAB/7(60)2018- Works

1.0 Sealed EOI are invited on behalf of the Chief Executive Officer, CIAB from agencies who have executed similar works with Central govt/State govt. /Autonomous bodies, University, Institutes of Central/State Govt./PWDs/MES/HUDA/PUDA/CPWD/PSUs for the work of **Architecture & Structural Consultancy for construction of footbridge on N-choe, CIAB, Knowledge City, Sector-81, Mohali.**

1.1 Registered office of Consultant should be within 400km radius of tricity (Chandigarh, Panchkula & Mohali)

1.2 The following basic technical eligibility criterion is mandatory for bidders. Failure to submit shall mean to disqualification: -

1.2.1 Bidder having experience (successfully completed) during the last 07 years in Government sector as described above. (Ending last day of the month previous to the one in which applications are invited) as per following criteria: -

Design consultancy for Footbridge or walkways/ Pile & heavy Raft Foundation/Heavy Steel Structures/ road bridges or rail bridges / trusses / Suspension Bridges /other related similar civil works for at least one project of value of Rupees 1 crore.

OR

Design consultancy for Footbridge or walkways/ Pile & heavy Raft Foundation/Heavy Steel Structures/ road bridges or rail bridges / trusses / Suspension Bridges /other related similar civil works for at least two projects of value Not less than Rupees 50 Lacs.

1.2.2 Consultant Should Have Valid registration with Council of Architecture

1.2.3. **The Average Annual financial turnover of the Consultant on construction works should be at least 10lakhs during the immediate last 03 financial years.** Copies of duly attested statement (for last 03years) by Chartered Accountant should be provided.

1.2.4 Consultant Should have Valid GST registration number.

1.2.5 The EOI fee and earnest money deposit as per mentioned in document.

Department reserves the right to ask Consultant for detailed schedule of quantities (BOQ) authenticated by concerned Government department to ascertain the scope of work done, in case, there is any doubt. Consultant shall fully co-ordinate in providing such documents/details.

Note: -The Consultant shall produce definite proof from the appropriate authority, which shall be to the satisfaction of the competent authority, CIAB of having satisfactorily completed similar works of magnitude specified above. Completion Certificates to be enclosed.

2. Agreement shall be drawn with the successful bidder on prescribed format by the Competent Authority. Consultant shall quote his rates as per various terms and conditions laid down in the document.

3. The time allowed for carrying out the work will be **06 weeks** from the date of or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the documents.

4. The site for the work is available.

5.(i)The documents will be issued from the office of CIAB, Mohali from 06th April 2018 to 20th April 2018 up to 11:00 am, on payment of Rs.590/- as cost of EOI OR can be downloaded directly from the website www.ciab.res.in or Central public procurement portal (eprocure.gov.in) and is to be accompanied with a DD of Rs.590/- (Rupees One thousand only) in favour of of Center of Innovative & Applied Bioprocessing payable at Mohali as cost of tender documents.

(ii)Consultant shall be accompanied with cost of Rs.590/- in the form of Demand Draft in favour of of Center of Innovative & Applied Bioprocessing payable at Mohali.

(iii)Consultant shall be accompanied with Earnest money of Rs 10,000/- in cash (up to Rs.5000/-)/Receipt Treasury Challan/Deposit at Call receipt of a scheduled bank/fixed deposit receipt of a scheduled bank/demand draft of a scheduled bank issued in favour of of Center of Innovative & Applied Bioprocessing payable at Mohali.

(v) **Submission of EOI-** The EOI should be submitted in the envelopes as detailed below:

1. Envelope marked as Technical Bid & Financial Bid containing

the following-a) Draft of **Rs.590/-** as cost of documents.

b) Envelope containing EMD of Rs 10,000/-in the prescribed format (i.e., DD/cash receipt, as the case may

be) c) Documents related to eligibility criteria i.e., Completion certificates/proofs of the similar works completed. d) EOI Document.

e) Copies of Average annual financial turnover statement for last 03 consecutive years duly attested by Chartered Accountant.

f) GST registration number.

g) Registration with Council of Architecture.

h) Registered office of Consultant should be within 400km radius of tricity.

i) Price Bid for the work.

6. The envelopes shall be mentioned Name of work, Date of opening of EOI etc. shall be written on the cover which will be received in hard copy by the Institute by 3:00 pm on or before 20th April 2018 and bid will be opened on the same day at 3:30 PM.

7. a) The Consultant whose EOI is accepted will be required to furnish performance guarantee of **5% (Five Percent)** of the awarded amount within the period of seven days. This guarantee shall be in the form of cash (in case guarantee amount is less than Rs. 5000/-) or 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 less than 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 Consultant fails to deposit the said performance guarantee within the period and including the extended

period if any, the Earnest Money deposited by the Consultant shall be forfeited automatically without any notice to the Consultant.

Upon submission of performance bank guarantee, the EMD submitted by Consultant shall be returned.

8. The description of the work is as follows:

Architecture & Structural Consultancy for construction of footbridge on N-choe, CIAB, Knowledge City, Sector-81, Mohali

Consultant are advised to inspect and examine the site, external development area of campus and satisfy themselves before submitting their bid as to the type of system (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. A Consultant shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed.

Submission of a bid by a Consultant implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and local conditions and other factors having a bearing on the execution of the work.

9. The Competent Authority does not bind itself to accept the lowest or any other firm and reserves to itself the authority to reject any or all the bid received without the assignment of any reason. All Consultant in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bid shall be summarily rejected.

10. The EOI for the works shall remain open for acceptance for a period of **ninety (90) days** from the date of opening of bid. If any firm withdraws his bid 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 100 % of the said earnest money as aforesaid. Further the tenderer shall not be allowed to participate in the retendering process of the work.

Note: - No payment for the work done will be made unless contract is signed by the Consultant.

14. No price preference to any corporate society/Registered society, Govt. Public Sector undertakings / bodies shall be given and bid shall be exclusively dealt with on merit.

15. Each Consultant shall submit only one bid; either by him or as partners in a joint venture. A Consultant who submits or participates in more than one bid will be disqualified.

16. Interpretations, corrections and changes to the EOI Documents shall be made by Addendum, if required.

17. Each Consultant shall ascertain prior to submitting his EOI that he has received all Addenda issued and he shall so acknowledge their receipt in his EOI.

18. The provisions in the EOI documents shall govern over the contents of the above paragraphs if in contradiction or variation.

23. All pages of the Tender should be page numbered.

24. It is the responsibility of Consultant to go through the EOI document to ensure furnishing all required documents in addition to above, if any.

25. The authorized signatory of the Consultant must sign the EOI duly stamped at appropriate places and initial all the remaining pages of the tender.

26. A Consultant, which does not fulfill any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.

27. Tender sent by fax/telex/electronically shall be ignore

EOI FORM

CENTER OF INNOVATIVE & APPLIED BIOPROCESSING

Name of work: Architecture & Structural Consultancy for construction of footbridge on N-choe, CIAB, Knowledge City, Sector-81, Mohali

Owner: Chief Executive Officer, CIAB

EOI Issued to*: _____

Signature of officer issuing the documents*: _____

Designation*: _____

Date of Issue*: _____

*Not to be filled if it is downloaded from website.

Performance Guarantee: - @ 5% of EOI value

Earnest Money: - Rs 10,000/-

Completion Period: - 06 weeks from the time period mentioned in EOI

Place of opening of tender document: - CIAB, Sector-81, Mohali

COST OF TENDER DOCUMENT: Rs. 590.00 (Non-refundable)

EOI

To

**The Chief Executive Officer
CIAB, Mohali, Punjab, India**

Dear Sir,

I/We have read and examined the following EOI Documents relating to the work of Architecture & Structural Consultancy for construction of footbridge on N-choe, CIAB, Knowledge City, Sector-81, Mohali

- General Conditions
- Instructions to bidders
- General Information
- Specific condition of contract
- Price Bid

I/We hereby offer to execute the work complete in all respects specified in the underwritten Memorandum within the time specified therein at the rates specified in the bill of Quantities and in accordance, with the specifications, designs, drawings and instructions in writing referred to in the conditions of EOI.

Consultant Signature and Seal

Postal Address

DATED:

Witness:

Address:

Occupation:

Form of Contract

THIS CONTRACT is made on day of 2018

BETWEEN

Center of Innovative & Applied Bioprocessing (CIAB) which is a society registered under the Societies Registration Act, XXI of 1860 and having its Office at Knowledge City, Sector-81, Mohali (hereinafter called Owner, which expression shall where the context so admits include its successors and permitted assigns) of the one part,

AND

CONSULTANT, having its registered office at (Hereinafter referred to as Consultant) which expression shall, include its successors and permitted assigns, of the other part.

WHEREAS OWNER intends to have certain Services for **Architecture & Structural Consultancy for construction of footbridge on N-choe, CIAB, Knowledge City, Sector-81, Mohali**.at CIAB campus at Sector 81, Mohali (hereinafter referred to as PROJECT),

AND WHEREAS said CONSULTANT is in the business of providing inter-alia management, construction works and possesses experience, expertise and knowledge in this regard,

AND WHEREAS OWNER has selected CONSULTANT to undertake the said services hereinafter referred to and specified in this CONTRACT as "**Architecture & Structural Consultancy for construction of footbridge on N-choe, CIAB, Knowledge City, Sector-81, Mohali**".

AND WHEREAS said CONSULTANT agrees to perform such WORKS, SERVICES as the terms and conditions for the performance of the said WORKS, SERVICES as detailed herein.

NOW THEREFORE, in consideration of the premises and the covenants set forth in this CONTRACT, OWNER & CONSULTANT mutually agree and confirm the agreement detailed herein and witnessed as follows:

Clause -1: CONTRACT DOCUMENT

The following documents shall constitute the CONTRACT in addition to Form of Contract

1. EOI Document with terms & conditions, technical eligibility criteria.
2. Financial bid submitted by Consultant.
3. All correspondence / Minutes of meetings/Negotiation etc. between CIAB & CONSULTANT after the issue of EOI document till the award of work.
4. Award letter

Clause-2 EFFECTIVE DATE OF CONTRACT

This CONTRACT shall be deemed to have come into force with effect from 7th day of issue of letter of Award by CIAB

Clause-3 SERVICES TO BE PERFORMED

CONSULTANT shall perform the SERVICES as herein specified upon the general terms and conditions and within time frame specified in the CONTRACT.

Clause-4 REMUNERATION AND CONTRACT PRICE

OWNER shall, in considerations of the SERVICES performed pay to CONSULTANT remuneration based on work done by Consultant at site.

Clause-5 CONTRACT PERIOD

On signing by OWNER and CONSULTANT this CONTRACT shall be deemed to have come into force from the effective date of CONTRACT i.e. from 7th day of issue of letter of award by CIAB and shall remain in force for 12 months beyond the completion of work at site. In the event of increase in the contract time period, nothing extra will be payable to CONSULTANT beyond the quoted rates.

Clause-6 ENTIRE CONTRACT

The Contract documents hereof embody the entire CONTRACT between the PARTIES hereto, and the PARTIES declare that in entering this CONTRACT they do not rely upon any previous representation, whether express or implied and whether oral or written, or any inducement, understanding or agreement of any kind not included within the Contract documents, and unless herein incorporated all prior negotiations, representations, and/or agreements and understandings relating to the subject matter are hereby treated as null and void.

Clause-7 JURISDICTION & APPLICABLE LAW

Notwithstanding any other Court or Courts having jurisdiction to decide the question(s) forming the subject matter of the reference, any/all actions and proceeding arising out of or relative to the CONTRACT (including any arbitration in terms thereof) shall lie only in the Court of Competent Civil Jurisdiction in this behalf at Mohali and only the said Court(s) shall have jurisdiction to entertain and try any such action(s) and/or proceeding(s) to the exclusion of all other Courts. CIAB may make any byelaw(s), rules or regulation and carry out any amendment at any stage, in the rules or procedure necessary for the accomplishment of the purpose.

The laws of India for the time being in force shall govern this CONTRACT.

Clause-8 NOTICES

1. Any notice, consent, document or other communication required or permitted to be given under this contract shall be deemed to have been validly served if it is in writing and is signed by an authorized officer of the party giving the notice, and delivered or sent by registered post or by speed mail or courier to the address of the parties set out

below or such other address as may be notified as the appropriate address from time to time for the purpose of this contract.

CIAB: Chief Executive Officer, CIAB or his nominee
Knowledge City, Sector-81, Mohali

CONSULTANT:

.....
.....

2. Date of notice of instruction shall be the day on which said notice or instruction is received.

3. Any PARTY may change its notice address at any time by so advising the other PARTY thereof in writing.

IN WITNESS WHEREOF the PARTIES hereto have duly executed this CONTRACT in two originals at the place, and date as follows:

**For and on behalf of
CIAB**

**For and on behalf of
CONSULTANT**

Name

Name

Designation

Designation

Place

Place

Date

Date

Witness

Witness

FORM OF PERFORMANCE SECURITY (GUARANTEE)

Form of Performance Security (Guarantee) Bank Guarantee Bond

In consideration of the Chief Executive Officer, CIAB (hereinafter called "The Institute") having offered to accept the terms and conditions of the proposed agreement between.....and

.....(hereinafter called "the said Consultant(s)") for the work..... (hereinafter called "the said agreement") having agreed to production of an irrevocable Bank Guarantee for Rs. (Rupees only) as a security/guarantee from the Consultant(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We, (hereinafter referred to as "the Bank") hereby undertake to pay to the Institute an amount not exceeding Rs. (Rupees..... Only) on demand by the Institute.
2. We, (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the Institute stating that the amount claimed as required to meet the recoveries due or likely to be due from the said Consultant (s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. (Rupees only)
3. We, the said bank further undertakes to pay the Institute any money so demanded notwithstanding any dispute or disputes raised by the Consultant (s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Consultant (s) shall have no claim against us for making such payment.
4. We, (indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Institute under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer-in-Charge on behalf of the Institute certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Consultant (s) and accordingly discharges this guarantee.
5. We, (indicate the name of the Bank) further agree with the Institute that the Institute shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Consultant (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Institute against the said Consultant (s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Consultant (s) or for any forbearance, act of omission on the part of the Institute or any indulgence by the Institute to the said Consultant (s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Consultant (s).

7. We, (indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Institute in writing.

8. This guarantee shall be valid up to satisfactory completion of work at site and as per successful completion of time schedule period given in tender document.....unless extended on demand by the Institute. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. (Rupees) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated theday offor.....(indicate the name of the Bank)

The General Terms and Conditions of Contract

ARTICLE 1: DEFINITION

For the purpose of this CONTRACT, unless otherwise specified or repugnant to the subject or context, the following terms shall be deemed to have the following meanings:

- 1.1 DESIGN CONSULTANT shall mean -----having its registered office at -----
-----." who shall be the implementing/executing agency for construction work by following its own approved procedures. PARTIES shall mean OWNER and CONSULTANT each one individually referred to as PARTY.
- 1.1.1 "DESIGN CONSULTANT" shall mean the Consultant of Design Consultant engaged for the PROJECT, within the expression shall unless repugnant to the context or meaning thereof includes Director/Directors of the firm, the survivors or heirs, executors and administrator.
- 1.2 "AUTHORISED REPRESENTATIVE" shall mean the representatives of "OWNER" and/or CONSULTANT as the case may be who are duly empowered and authorized by their respective organizations to act for and on their behalf.
- 1.3 "CONTRACT" shall mean this CONTRACT including all Annexures hereto and all documents herein attached and amendments which the PARTIES may hereafter agree in writing to be made to this CONTRACT.
- 1.4 "Consultant" shall mean the agency (ies) appointed by CIAB for executing various.
- 1.5 "DATE OF ACCEPTANCE" shall mean the date on which OWNER confirms written acceptance of CONSULTANT's SERVICES after having completed them in all respects.
- 1.6 "OWNER" shall include CIAB, its successors and permitted assigns.
- 1.7 "PARTIES" shall mean OWNER and CONSULTANT each one individually referred to as PARTY.
- 1.8 "PROJECT" shall mean the construction of Construction of Footbridge over N-choe.
- 1.9 "PROJECT COST" means the assessed cost of the project excluding the cost of land, CONSULTANT fee, and Payments made for statutory approvals (if any).
- 1.10 "SERVICES" shall mean the responsibilities to be discharged by CONSULTANT for fulfilling its obligations under this CONTRACT.
- 1.11 "Engineer-in-Charge" shall mean the CIAB or any other agency (if any) so designated by CIAB.

ARTICLE 2: CHANGES AND ADDITIONS IN CONSULTANT SCOPE OF SERVICES

OWNER shall have the right to request CONSULTANT in writing to make any changes, modifications, deletions and/or additions to CONSULTANT scope of SERVICES. CONSULTANT shall consider such written requests and will work out the estimate for B.O.Q and time adjustment on account of such changes, modifications, deletion and/or additions sought by OWNER.

Unless CONSULTANT receives written authority from OWNER with agreement on variation in prices and time schedule, CONSULTANT will not be obliged to proceed with any such variation in the scope of SERVICES.

ARTICLE 3: GUARANTEES AND LIABILITIES

- 5.1 CONSULTANT guarantees that the SERVICES as specified/described under the scope of CONSULTANT in this CONTRACT, and technical documents to be developed by CONSULTANT shall be in accordance with sound and established engineering practices, using International Standards and Indian Codes and Regulations, (government) wherever applicable, for the purpose(s) specified, free from defects and suitable for respective uses intended.
- 5.2 Nothing in the CONTRACT shall be construed to have imposed any liabilities on CONSULTANT, for defects or otherwise, if CONSULTANT has to depend on data, process, and/or material or equipment to be supplied by OWNER and/or by others on behalf of OWNER and if any part or parts thereof are found to be misleading, inaccurate incomplete, unsatisfactory or deficient for any reason or circumstance beyond CONSULTANT's control.

ARTICLE 4: GOVERNMENT LEVIES

CONSULTANT remuneration shall be exclusive of statutory levies, such as Service Tax, etc. as applicable on CONSULTANT from time-to-time. The consultant shall be reimbursed these prevalent taxes and any other future tax including revision in the Service Tax imposed by central/state Govt.

ARTICLE 5: SECRECY

- OWNER shall not disclose to any third party, any Technical Information, data, design, drawings, plans, specifications, etc. received from CONSULTANT at any time either in whole or in part, shall use all reasonable efforts to preserve the secrecy of the above Technical Information and shall not use the same for any purpose other than the construction, maintenance and operation of the services. However, the disclosure of such Technical Information to Government of India or Statutory authorities of Government of India shall not be deemed to be a violation of the Secrecy understanding contained herein.
- The above undertakings shall not, however, extend to any such Technical Information which:
- is in the possession of OWNER prior to receipt of the same, directly or indirectly from CONSULTANT.
- is received by OWNER without any secrecy obligation.
- is or has become part of the public knowledge since receipt of the same, directly or indirectly from CONSULTANT
- CONSULTANT shall likewise have secrecy obligations in respect of confidential information provided by OWNER.

ARTICLE 6: FORCE MAJEURE

- 9.1 Any delay in or failure of performance by a PARTY shall not constitute default hereunder or give rise to any claims for damages against said PARTY if and to the extent caused by reasons which are beyond the control of the said PARTY, including but not limited to acts of God, strikes or other concerted acts of workman, power cuts, fires, floods, explosions, riots, war (declared or

undeclared), rebellion, sabotage, extra ordinary severe weather, civil commotion and criminal acts of third parties.

9.2 Both PARTIES shall keep a record of the circumstances referred to above which are responsible for causing delays in the meeting project timelines.

9.3 The parties agree herein that in the event of the Force Majeure conditions, the period of the Contract shall be extended accordingly for the duration/period for which such conditions exist.

ARTICLE 7: WAIVER

No failure or delay by either PARTY in enforcing any right, remedy, obligations or liability in terms of the CONTRACT shall be deemed to be a waiver of such right, remedy, obligation or liability, as the case may be, by the PARTY and notwithstanding such failure or delay, the PARTY shall be entitled at any time to enforce such right, remedy obligation or liability, as the case may be.

ARTICLE 8: ARBITRATION

If any dispute or difference of any kind what so ever shall arise between the parties in connection with or arising out of this agreement or out of the breach termination or invalidity of this agreement thereof, the parties shall resolve them by resorting to the following:

- Party shall attempt within a period of 30 days after receipt of notice by the other party of the existence of a dispute to settle such dispute in the first instance by mutual discussions between the parties.
- If the dispute cannot be settled by mutual discussion within 30 days as provided herein, the dispute shall be resolved by recourse to Arbitration to be held in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof.
- Each party shall appoint one arbitrator and the two arbitrators shall appoint the third arbitrator who shall act as the Presiding Officer. These three together shall constitute arbitral tribunal. The decision of this arbitral tribunal shall be final and binding on both the parties. The parties to the dispute shall share equally the cost of arbitration as intimated by the arbitral tribunal.
- The arbitration proceeding shall be conducted in the English Language and shall be held at Mohali.

ARTICLE 9: TERMINATION

- Both parties, at any time, should deem it necessary to do so, terminate this CONTRACT forthwith by giving one month's written notice to the other.
- In the event of termination pursuant to hereof, CONSULTANT shall carry out any reasonable instructions of OWNER in connection with such termination.
- Termination of this CONTRACT shall not relieve either PARTY of their obligations Imposed by this CONTRACT with respect to the SERVICES performed by either PARTY prior to such termination.
- In the event of termination pursuant hereof, OWNER shall pay to CONSULTANT for all the SERVICES performed by CONSULTANT up to the stage of work executed immediately before termination.

- In case due to any circumstances, the OWNER decides to curtail the scope of work or totally abandon the work, the payment to the CONSULTANT would be made up to the stage of work executed by them immediately before taking such a decision.

ARTICLE 10: ASSIGNABILITY

The CONTRACT and benefits and obligations thereof shall be strictly personal to the PARTIES and shall not on any account be assignable or transferable by the PARTIES except with the prior agreement in writing.

ARTICLE 11: CESSATION OF CONSULTANT'S RESPONSIBILITIES

Upon CONSULTANT Guarantees and Liabilities referred to in this CONTRACT having been or being deemed to have been satisfied and settlement of arbitrations/disputes (if any) whichever occurs later, all responsibilities of CONSULTANT under this CONTRACT shall be deemed to have been discharged.

ARTICLE 12: SUBLETTING/OUTSOURCING

CONSULTANT shall not assign or sublet or outsource any activity within its scope of work without the written approval of the OWNER.

PRESENT REQUIREMENT

1. CIAB is on the lookout for a reputed Architectural and Engineering Design Consultancy Consultant comprising of Architects / Architectural Consultant
2. for Architectural Design & detailing as well as Engineering Design Consultancy for providing all Services in the following disciplines:
 - Construction of Foot Bridge over N-Choe approx. width 3m and length 50m.
 - Envisaging and Designing energy-efficient Electrical fittings / fixtures.
3. It is proposed to consider an aesthetically appealing, functionally suitable, modular architectural design. The design shall enable faster execution with flexibility to accommodate changes / modifications, if required, at a later date.

AIM & OBJECTIVE

The aim is to select suitable reputed Architectural and Engineering Design Consultancy Consultant for providing architectural concept and architectural design.

ROLE OF THE SELECTED ARCHITECTURAL AND ENGINEERING DESIGN CONSULTANCY FIRM

The role of the selected Consultant is to provide a complete and comprehensive Architectural concept, Design, detailing and Engineering Design Consultancy and detailing for all requirements for construction of Foot Bridge, including but not limited to the following:

- (a) Preparation of necessary elevation & sections drawings of the building as existing today required for planning.
- (b) Submission of Feasibility Report covering the following:
 - Assessment of current state.
- (c) Suggesting alternatives & schemes, Preparation of layout & elevation as per requirement of CIAB and concept presentation.
- (d) Modification in the scheme as per changes desired and get the final scheme approved by CIAB along with preliminary estimate of cost and project schedule with Bar chart.
- (e) Preparation of item wise details of specification, schedule of quantities, estimate, detailed working drawings.
- (f) Submission of completion report along with as-built drawing in triplicate to CIAB.
- (g) If any approval from local authorities or concerned department related to Footbridge construction should be taken by Consultant Only.

The selected firm shall also provide Engineering Design Consultancy for all related fields including design & detailing, furnishing all drawings and details required.

Commencement & Completion of work

The Consultant shall commence preparation of Architectural Design within 5 days on placement of LOI and the activities mentioned below:

Time Schedule for delivering milestone

Stage	Milestone	Time frame
I	On submission, revision, if required by Client and on acceptance of Architectural, preliminary structural Design of Footbridge, preliminary budgetary estimate	Within 10 days from acceptance of preliminary architectural design
II	On submission of detailed drawings, technical specifications, estimates along with back up sheets, quotations and tender document etc.	15 days from completion of Stage-I
III	Preparation and issuance of 3 sets of hard copy of complete GFC drawings for all services etc. and soft copy in Autocad format.	10 days from completion of Stage-II

Amendment/Revisions in Design/Drawings: -

Successful agency shall make amendments/revisions in design, drawings as per requirement of Client without any extra cost.

Penalty for delay

In case the bidder fails to complete the work in the specified time, CIAB shall levy penalty @ 1/2% of contract value per week of part thereof starting from the schedule completion date, subject to a ceiling of 10%.

Payment Terms

- (a) The consultancy fee for the scope of work as specified above shall be quoted only in terms of percentage of total cost. No deviation on this account will be permitted. Any deviation will be treated as noncompliance and the tender will be rejected summarily.
- (b) Four stages have been envisaged for the purpose of payment of consultancy fee on pro-rata basis which are broadly in line with fee structure prescribed by Council of Architecture, New Delhi for similar works. No deviation on account of percentages allocated to different stages will be permitted. The various stages are as under:

Stage I	On submission, revision, if required by Client and on acceptance of Architectural, preliminary structural Design of Footbridge, preliminary budgetary estimate.	20%
Stage II	On submission of detailed drawings, technical specifications, estimates along with back up sheets, quotations and tender document etc.	30%
Stage III	Preparation and issuance of 3 sets of hard copy of complete GFC drawings for all services etc. and soft copy in AutoCAD format.	40%

Stage IV	On submission of bank guarantee (valid up to 2 years) after completion of all liabilities.	10%
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(c) Statutory deductions as applicable shall be made from each payment.

In case the Architect fails to provide the services as specified above, the same shall be got done from the other agencies at his cost and risk.

DETAILED SCOPE OF WORK

The detailed scope of works for Architect/ Consultant shall comprise of the following for all the required construction of footbridge over N-choe for the complete project but not limited to:

ARCHITECTURAL, CIVIL, ELECTRICAL AND STRUCTURAL WORK.

- a. Ascertain Employer's requirements and examine site constraints & potential for individual footbridge, external and internal systems/services and prepare brief for Employer's approval including conceptual/ control designs/drawings/ documents and incorporate required changes, if any.
- b. Study and interpretation of soil investigation report and finalize input data for structural and foundation design for footbridge.
- c. Preparation of detailed architectural working drawings including but not limited to, dimensioned plans, elevations, internal layout, sections, details etc.
- d. Preparation of fabrication details/drawings, finishing schedules, colour schemes, joinery, installation details etc.
- e. Study of input data and preparation of design calculations, schematic drawings and construction drawings for all architectural, structural, electrical, external development:
- f. Modification of conceptual designs incorporating the required changes along with the preparation of the preliminary drawings, sketches etc. for Employer's approval along with cost estimate and 3d view of the footbridge.
- g. At least Fortnightly site visit by consultant and/or Engineers of the consultant during construction stage or as per requirement of CIAB. All Expenses of all such site visits shall be borne by the consultant. After each site visit the consultant should confirm that the work is being executed as per drawings & specifications and deviations if any shall be brought to the notice of the Employer.
- h. After completion of work the Consultant shall provide two hard copies and one soft copy of civil, services and integrated "as built" drawings of civil, services & integrated drawings duly authenticated along with the changes made during execution of work to the employer.

- i. Consultant will submit and take statutory approvals, if any applicable from concerned authorities/ statutory bodies.
- j. Assist the employer in Arbitration/Litigation cases that may arise out of the contract entered into, in respect of the above work, regarding clarifications/interpretations, supply of drawings, designs, specifications as and when required. The consultant role will be limited to these clarifications only and unless specifically required by Arbitrator/Court, he shall not be required to participate in actual Arbitration/Litigation proceedings.

4.2.2 ELECTRICAL WORKS

Load estimation and optimization, design of system/equipment, selection, description, Preparation of technical specifications, calculations, BOQ, estimates, drawings, SLD, schematics, blank data sheets recommended vendors list, rate analysis (with back up offers), cost estimates, obtaining clearances and certificates from statutory authorities wherever required for the following works:

- a. Preparation of SLD, scheme GA drawing for the electrical panel, control desk and specification of electrical equipment for approval of Employer.
- b. Complete Power distribution scheme for footbridge lightening DG back-up, LT panels etc. along with their detailed specifications, foundation drawings etc.

EXTERNAL SERVICES

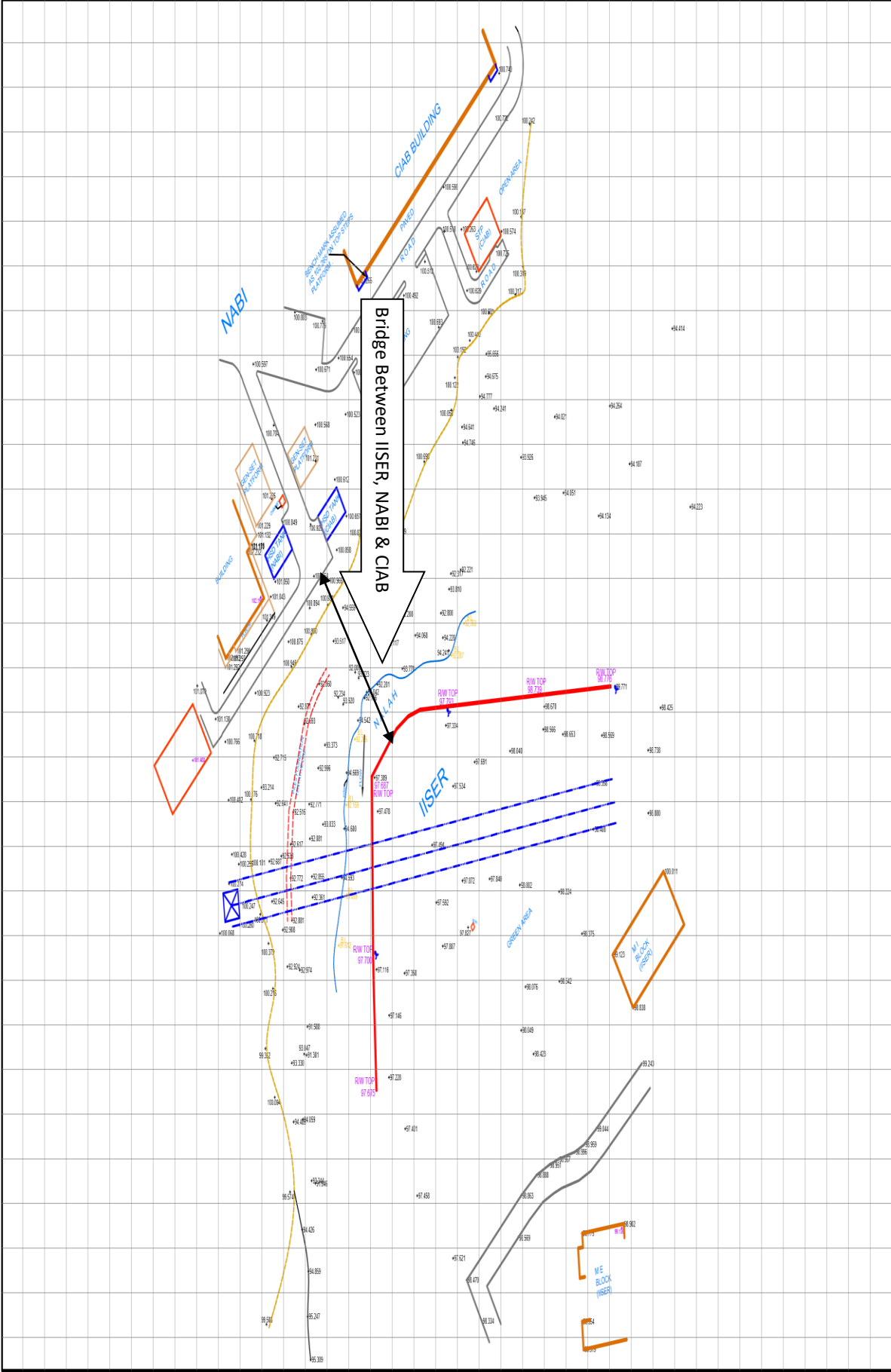
- a. Concept design of services and their inner connectivity, preliminary & detailed drawings, designs, specifications, detailed estimates, working drawings, and periodic supervision for ensuring smooth progress of work for scope of work.

**PART SURVEY OF LAND
SHOWING BUILDINGS,
ROAD, NALAH,
RETAINING WALL ETC.
BETWEEN NABI AND
ISER , SECTOR 81,
MOHALI**

LEGEND:

SYM.	NAME	SYMBOL
[Symbol]	PROPERTY	[Symbol]
[Symbol]	ROAD	[Symbol]
[Symbol]	DR	[Symbol]
[Symbol]	RAIL	[Symbol]
[Symbol]	CHANNEL	[Symbol]
[Symbol]	WATER	[Symbol]
[Symbol]	WELL	[Symbol]
[Symbol]	MAJOR SERVICE	[Symbol]
[Symbol]	OFFICE	[Symbol]
[Symbol]	ENCLOSURE	[Symbol]

NOTE :
BENCH MARK ASSUMED
AS 102.265 ON TOP STEPS
PLATFORM OF CAB BUILDING
AS SHOWN IN DRG.



NO.	PART SURVEY MAP	DRG. NO.
CONTINUED TO		FTS SCALE
Mapivision Survey Solutions 10th Floor, Sector 81, Mohali GURPREET SINGH M. 9781095600 emr_mapivision_survey@gmail.com	20-02-2018	DATE
		NORTH

NAME OF WORK: - Architecture & Structural Consultancy for construction of footbridge on N-choe, CIAB, Knowledge City, Sector-81, Mohali

ABSTRACT SHEET

S.N.	Particulars	Amount
1	Net Amount in Figures	
2	Net Amount in Words	

NOTE: - Payment shall be released as per sheet mentioned above by Engineer- In- Charge. Rate quoted shall be deemed to be inclusive of GST/other taxes.

Signature/Stamp of Bidder