

NATIONAL AGRI-FOOD BIOTECHNOLOGY INSTITUTE (NABI)

(Dept. of Biotechnology, Ministry of Science & Technology, Govt. of India)

C-127, Industrial Area, Phase VIII, S.A.S. Nagar, Mohali-160 071.(Pb)

Website: www.nabi.res.in Tel: 0172-4990300; Telefax: 0172-4604888

EXPRESSION OF INTEREST (EOI)

NABI/3(1)/11-12

Name of Work:- Engagement of consultant for the designing of containment facility with environment controlled parameters at Main Campus, NABI, Sec 81, Mohali.

Expression of Interest are invited on behalf of the Executive Director, National Agri-Food Biotechnology, Mohali for the work of **“Engagement of consultant for the designing of containment facility with environment controlled parameters at Main Campus, NABI, Sec 81, Mohali”** as per terms and conditions provided in the EOI document.

The EOI document may be purchased directly from the office of NABI, Mohali, by paying Rs. 500/- in cash as cost of EOI document OR downloaded directly from the website www.nabi.res.in in which case the fee in the form of a DD of Rs. 500/- (Rupees Five Hundred only) in favour of National Agri-Food Biotechnology Institute, Mohali, shall be payable for cost of document. **Both the bids i.e., the Technical & Price bid, must be submitted on or before, 1st April 2014 along with the appropriate EMD.**

The time schedule of tendering is specified below:

| | | |
|---|---|----------------------------|
| 1. | Issue of Tender documents | From 11.03.2014 |
| 2. | Last date and time for submission of sealed Tender | 01.04.2014 (up to 3.00 PM) |
| 3. | Date & time of opening of bid | 01.04.2014 at 3.30 PM |
| 4. | Earnest Money Deposit | Rs.10,000/- |
| NOTE: Offers received by FAX/email will be summarily rejected. | | |

The Executive Director, NABI reserves the right to accept/reject any offer in part or full without assigning any reason.

Administrative Officer

CONTENTS

Name of work: “Providing Design & Consultancy services for Construction of Containment Facility with Environment Controlled Parameters at NABI Main Campus, Sec-81, Mohali”

| | |
|-----------|---|
| Chapter-1 | Preamble-Selection Process of CONSULTANT. |
| Chapter-2 | Infrastructure. |
| Chapter-3 | The Site. |
| Chapter-4 | Scope of CONSULTANT Services. |
| Chapter-5 | General Terms and Conditions of Contract. |
| Chapter-6 | Fee for CONSULTANT Services. |
| Chapter-7 | Time Schedule |
| Chapter-8 | Form of Contract. |

Chapter 1: Preamble

1.1.1 The Government of India has established National Agri-Food Biotechnology Institute (NABI), a world class autonomous institution under Department of Biotechnology (DBT), Ministry of Science & Technology. The new campus for the Agri Food Cluster is proposed to be constructed in the Knowledge City, Sector 81, Mohali, Punjab.

1.1.2 The National Agri-Food Biotechnology Institute (NABI), Mohali is presently operating from its interim facility at C-127, Industrial Area, Phase VIII, S.A.S Nagar, Mohali-1600071. NABI will be a centre of excellence for the application of Plant Genomics and Biotechnology in Agriculture, food and nutrition.

1.1.3 It is proposed to engage a Design Consultant on behalf of NABI for designing the containment facility with controlled environment parameters at NABI Main Campus, Sec 81, Mohali. The consultancy work will be titled **“Providing Design Consultancy for Construction of Containment Facility with Environment Controlled Parameters at Mohali”**. The scope of work of consultant will include preparation of design, drawings, BOQ, estimates, Technical specifications, tenders documents etc.

1.2.1 Selection Process of Design Consultant:

The consultant will be selected based on the technical bid and financial bid evaluation. The firm which is technically eligible and is lowest shall be awarded the work.

1.2.2 Basic Mandatory /Technical Bid Eligibility:

1. Bidder having experience (initiated and successfully completed) **in design consultancy and/or construction works for controlled environment Containment Facility/ Green House/ Net House with controlled temperature & light/ Research Laboratory/ Tissue Culture Lab/ Hospital and other related works** during the last 7 years (From last date of submission of bid) as per following criteria:-
 - Design consultancy and/or construction works for controlled environment Containment Facility/ Green House/ Net House with controlled temperature & light/ Research Laboratory/ Tissue Culture Lab/ Hospital and other related works for at least one project of value of Rupees 1 crore.
 - OR
 - Design consultancy and/or construction works for controlled environment Containment Facility/ Green House/ Net House with controlled temperature & light/ Research Laboratory/ Tissue Culture Lab/ Hospital and other related works for at least two projects each of value not less than Rupees Fifty Lacs.
2. The firm/agency should be profit making during the last three consecutive financial years.

NOTE: Only completion certificates from Client shall be considered, award letter without completion certificate shall not be entertained. While calculating the value of works the value of project shall be enhanced by 7% for each year.

1.2.3: Technical Bid checklist:

1. Details of projects completed by bidder (initiated & completed in the last 7 years) accompanied with **completion certificates from Client** fulfilling the criteria mentioned.
2. List of projects in hand with bidder with description of projects, cost, time limit, targets etc.
3. Certified copies of Audited Balance Sheet & Income Tax Returns for the last 3 years immediately preceding FY-2012-13. If ITR for year 2012-13 is not yet prepared, bidder may provide documents for one year preceding.
4. Demand Draft of Rs 500/- in favour of National Agri-Food Biotechnology payable at Mohali as fee for expression of Interest.
5. Earnest Money of Rs 10,000 in the form of DD in favour of National Agri-Food Biotechnology payable at Mohali.

1.2.4 Financial Bid:

The financial bid of only eligible firms shall only be opened. The further details are as per following:-

- i) All the participants will be required to quote their **consultancy fee (lump-sum)** for the design consultancy work, inclusive of all costs and charges except statutory levies, levied by the Government like service tax etc. (which shall be payable as per applicable rates) for providing their consultancy Services.
- ii) The CONSULTANT fee will not include the cost of the project contingencies like advertisement of the NIT in the press, municipal fees for approval of drawings and project, if any from Government Authorities etc will be borne by NABI.
- iv) The Financial Bid will be submitted by the Design Consultant in the specified proforma as per Annexure-II in a sealed cover along with the Technical Bid.
- v) It may be noted that Financial Bids of only those bidder will be opened and considered whose Technical Bid are found acceptable by the NABI.
- vi) Bids shall be valid for a period of 90 days from the date of submission of bids.

1.2.5 Instructions for submission of Technical & financial bid:

Envelope-1: Technical bid should accompany all the EOI documents, checklist documents such as completion certificates, ITRs etc in a sealed cover and including fee for EOI, earnest money in it.

Envelope-2: Financial bid as per the format enclosed in the annexure should be packed in a separate envelope and sealed.

Envelope-3: This will contain Envelope-1 and Envelope-2 and shall be sealed. This envelope should be super scribed with the name of the project, date & time of submission and either hand delivered at the National Agri-Food Biotechnology Institute, C-127 Industrial Area, Phase VIII, SAS Nagar, Mohali or sent regd. Post /speed post/ courier to reach NABI as per time schedule .

1.2.6 Disqualification:

NABI may disqualify bids on account of but not limited to the following reasons:

- a) If received after the last date and time.
- b) If the bidder disregards any of the terms & conditions of the bid and/or leaves any ambiguity in calculation of the consultancy fee.
- c) If the participants attempts to influence any member of the selection board of NABI.
- d) Conditional bids.
- e) If the bidder alter/omit any condition or clause of EOI document.

The decision of the Executive Director, NABI in the matter of disqualification shall be final and binding on the firms.

1.2.7 Termination of the bid

- a) Against all expectations entertained by NABI, Mohali, if none of the participating firms could be declared as the winner of the bid, the bidding will be regarded as terminated.
- b) NABI reserves right to accept or reject only / all bidders including the lowest bidder without assigning any reason(s) whatsoever.

1.2.8 Award of Work

The work of Design Consultancy services will be awarded to the firm who is technically eligible as per criteria mentioned in 1.2.3 and whose bid is found lowest (L1).

1.2.9 Settlement of Disputes

The decision of the Executive Director shall be final & binding on participating firms. In the event of any dispute related to the judging procedure or the recommendation of the selection committee the settlement will be done by sole arbitration of the Executive Director, NABI or by the arbitrator appointed by him without recourse to the legal authorities. All the disputes will be settled at Mohali court and governed as per Indian Arbitration and Conciliation Act 1996.

1.2.10 Time Schedule

1. Issue of Expression of Interest document containing scope of work with terms & condition- ----
..... 2014.
2. Date & time of submission of technical & financial bids (up to 3.00 P.M.) ----..... 2014

1.2.11 Additional Information:

- The Executive Director, NABI reserves the right to :
 - i) Postpone and / or extend the date of receipt of or to withdraw the bidding notice without assigning any reason thereof, entirely at the discretion of the NABI. In such an event, consulting firms shall not be entitled to any compensation in any form, whatsoever.
 - ii) Reject or accept proposals; and
 - iii) Cancel the bidding process and reject all or any of the proposals and will not be bound to accept lowest or any proposal or to give any reasons for the decision in the consultation with the Selection Committee.

- This document is Non - Transferable.
- In case, the last date for submission & opening of tenders is declared as a public holiday, the next official working day shall be deemed as last date of submission and opening of proposals without any change in time indicated. No separate notice to this effect shall be issued.

CHAPTER 2: INFRASTRUCTURE

2.1 Introduction

Agri-Food Biotechnological research and development is a multi-disciplinary activity where various R & D divisions are intricately linked to each other.

2.2 General Information

2.2.1 The site of construction is located at Main Campus, sec-81, Mohali in Knowledge City.

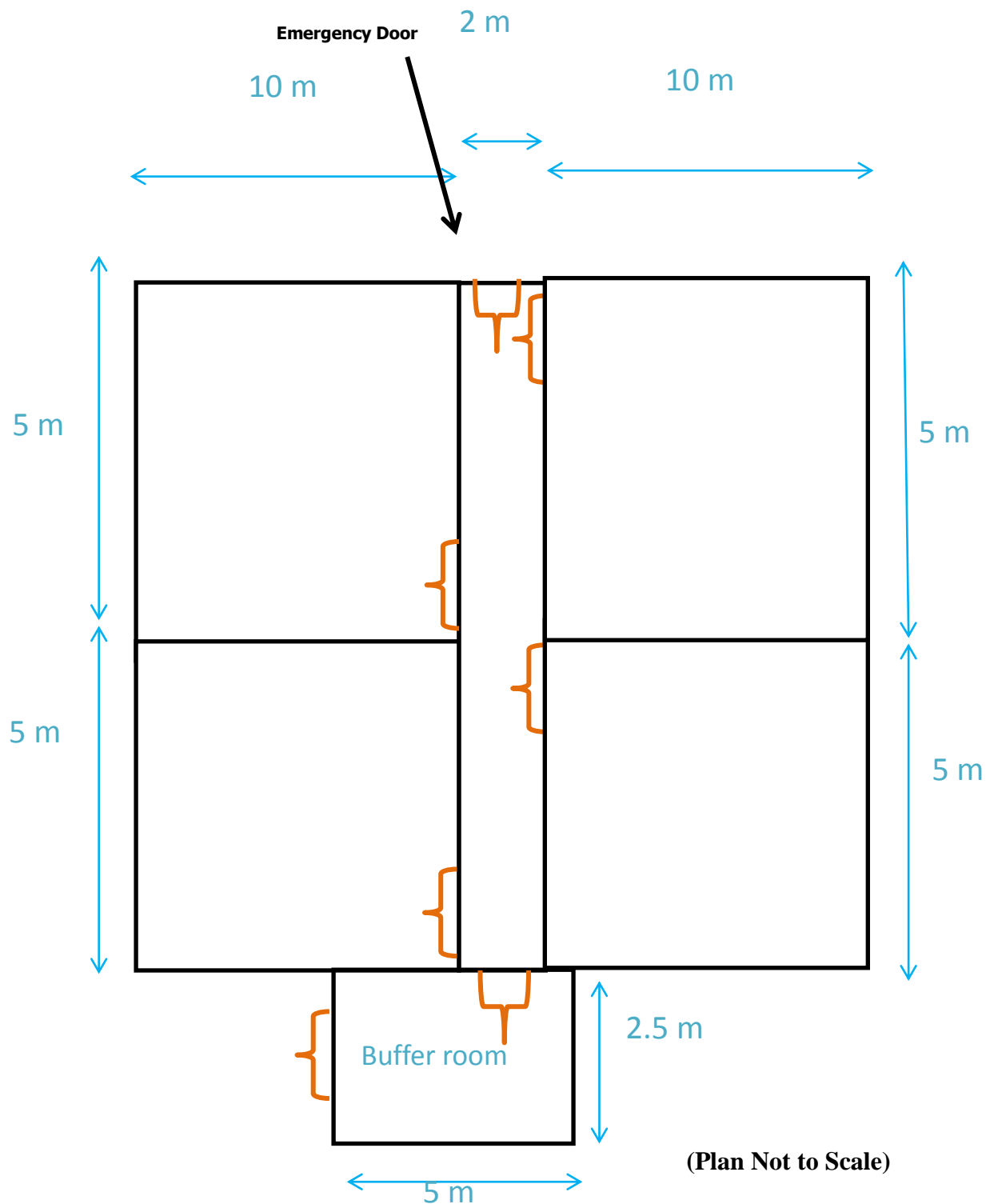
2.2.2 The transgenic house shall comprise of the following major components but not limited to:

1. A stand-alone aerodynamic Evan Span greenhouse of total area approx. 220 sq. m with 4 numbers of independent chambers of size 5m x 10m (L x B) as shown in tentative schematic layout plan on Page- 6 of EOI. The gutter height of the structure is 4m and the ridge height 5.5m. Provision of one buffer room of size: 5m x 2.5m and gutter height of 3.5m supported with suitable structural members and trusses/purlins etc.
2. The buffer room (size: 5m x 2.5m and utter height of 3.5m) should has a 2.15m x 1.2m twin door with inter-locked entry door system and air curtain with air velocity 18m/s with automatic on/off feature.
3. One walk-way corridor size: 10m x 2m with entry and emergency exit double door with inter-locked Electronic Access Control system.
4. Bidder should consider proper soil/geotechnical investigation (already done by NABI in surrounding areas) while designing the foundation as well as structure along with proper plinth protection and anti-termite protection.
5. Flooring inside the transgenic house shall be anti-skid tile flooring of any design/pattern proposed by design consultant.
6. Provision for an adequate size of Decontamination underground tank for safe disposal should be included in the design including proper drainage system from the transgenic house to tank.
7. The roofs and walls of the transgenic house should be of UV stabilized polycarbonate sheet or acrylic sheet or any other transparent material which permits more than 65% of natural sun light and suitable for maintaining climatic conditions/parameters inside the transgenic house.
8. Provision of suitable HVAC and exhaust system fitted with SS mesh in the transgenic house which allows individual temperature control in each of the four chambers from 20 deg. C to 32 \pm 2 deg. C with humidity of 50 % to 90 % \pm 5% along with the consideration of standby AC units for each chamber.
9. Provision of micro humidification system by using Air Atomization system or using Jet Spray system having self-cleaning nozzles and should have the lowest air consumption of any air/water humidifier. Sprays size- 5-10 μ m.
10. Provision of drip irrigation in all four chambers with appropriate valves, prefilters, Provision for water line from the available tube-well and appropriate water tank storage along with 3 nos.

nutrient (3nos) + micronutrient storage tanks (1 nos) . 1 nos RO water purifier with the provision of pre-filter for enhancing life and quality of system and of the capacity of 200ltrs/hour along with necessary piping

11. Photo-synthetically Active Radiation Lamps for supplementing the natural day light by 200 - 800 $\mu\text{moles/m}^2/\text{s}$ additive only and as per DIN and IEC standard using High Flex LED Lighting system and HPS/HQI Lamps.
12. Temperature, humidity, light sensors to operate each separately by automatic control system. Data logger to monitor and record temperature, humidity, light and fertigation. Remote access/internet/SMS to keep track the data logger through NABI interim facility (around 8 KM away from the actual transgenic house installation site) and password protected.
13. Provision of weather station with data logger to monitor outside conditions like temperature, humidity, light, wind speed etc
Remote /internet/SMS access to keep track the data logger through NABI interim facility (Around 8 KM away from the actual greenhouse installation site) and password protected.
14. Electrical system design along with suitable smoke/heat detector and hooters/alarm systems as per norms and requirement.
15. Provision of suitable electrical panel with all the required technical components along with weather protection body and suitable capacity of DG power back up.
16. Design the furniture (with provision for double decker furniture) layout in the four chambers to accommodate the work benches.
17. Design and size of proposed containment facility/transgenic house with environment controlled parameters can be modified with proper consultation of NABI, if required.

**Layout of proposed “Containment Facility/Transgenic House with
Environment Controlled Parameters” for consideration and modification
(Four chambers)**



CHAPTER 3: The Site

3.0 The site for the work is available and consultant can start the project work immediately on its appointment.

CHAPTER 4: SCOPE OF CONSULTANT SERVICES

4.0 Broad Scope of Work

4.1. CONSULTANT will act as ‘Design Consultant’ on behalf of NABI for designing the transgenic house with controlled environment parameters.

The activities under the scope of work of CONSULTANT shall broadly include but not limited to the following:

- Ascertain Employer’s requirements and accordingly prepare designs for Employer’s approval, and incorporate changes suggested by Employer. Design basis report on structural design including design calculations to be provided by the consultant.
- 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 climate controlled transgenic house.
- Minor revisions of drawings from time to time as per need of site conditions/employer.
- Preparation of working drawings, Reflected Ceiling Plans (if applicable), specifications, schedule of quantities, detailed estimated cost and tender documents based on architectural, services and structural drawings as per guidelines of CPWD schedule with prevailing market rates/ latest indices applicable for Mohali.
- Preparation and issuance of duly signed & stamped hard copies of Good For Construction drawings including Civil, Electrical, Public Health Services, HVAC system to NABI (Two Copies), to the contractor (One Copy) with details for proper execution of works during construction as per agreed time schedule with the Employer. In addition to the hard copies the consultant will provide the soft copies (Auto CAD version) to Employer prior to the execution of works.
- At least Fortnightly site visit by consultant and/or Engineers of the consultant during construction stage or as per requirement of NABI. 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.

- To cross check the work quality and fulfilment of specifications by the contractor during the execution of work and to report to the Employer i.e., NABI for the same. The Consultant will also be responsible for testing the complete system after completion and will submit the Technical compliance report to NABI.
- 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.
- Consultant will submit and take statutory approvals, if any applicable from concerned authorities/ statutory bodies.
- 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 DETAILED SCOPE OF WORK

The detailed scope of works for Architect/ Consultant shall comprise of the following for all the required transgenic house/ Structures/ External & Internal Services/ Systems for the complete project but not limited to:

4.2.1 ARCHITECTURAL, CIVIL, SANITARY AND STRUCTURAL WORK.

- a. Ascertain Employer's requirements and examine site constraints & potential for individual climate controlled transgenic house, 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 climate controlled transgenic house.
- c. Preparation of detailed architectural working drawings including but not limited to, dimensioned plans, elevations, internal layout, sections, details etc.
- d. Preparation of door/ window schedules, fitting schedules, finishing schedules, colour schemes, flooring patterns, reflected ceiling plans, ironmongery, joinery, installation details etc. equipment/ internal services etc.
- e. Study of input data and preparation of design calculations, schematic drawings and construction drawings for all external services, individual transgenic house pertaining to internal services such as:
 - i. External & Internal Plumbing System.
 - ii. External & Internal Sewerage Piping System
 - iii. Connection of Internal Services Systems with external services network.
 - iv. Preparation of detailed structural analysis & structural design calculations (including seismic/ wind design as applicable) based on design output, preparation of detailed structural drawings.
 - v. Detailed design, considering load data, Noise and Vibrations of equipment, drawings, cost estimates and specifications to cover all civil works associated with installation of all mechanical/ electrical equipment, services and systems.
 - vi. Preparation and submission of detailed cost estimates for climate controlled transgenic house, structures, services & systems based on latest CPWD Schedule of Rates with necessary indices and correction slips, if any, applied there upon. Preparation of rate analysis for the items, which are not available in CPWD-SOR, based on market rate quotations.
 - vii. Preparation of detailed 'Bill of Quantities' and Draft Tender Document for approval from Employer.

4.2.2 ELECTRICAL WORKS

Load estimation and optimisation, 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:

i. INTERNAL ELECTRIFICATION WORKS FOR TRANSGENIC HOUSE

- a. Lighting calculations(along with details/specifications of light fixtures etc. to be used) , Lighting layout drawings, conduit layout drawings, Mounting details of lighting fixtures and other fittings, Load calculations for internal electrification, DB/SDB details of different circuits for lighting fixtures, fans, exhaust fans, sockets etc., earthing and Lightning protection system calculations & drawings, cable sizing details, cable schedule. Details of protection switch gear, calculation of breaking capacity of upstream tripping, assessment of requirement of residual current circuit breaker and other special requirement of switch gear for scientific equipment's (if any) along with specific requirement of zero halogen fire retardant and flame proof cables and switchgear in transgenic house.
- b. Preparation of SLD, scheme GA drawing for the electrical panel, control desk and specification of electrical equipment for approval of Employer.
- c. Complete Power distribution scheme for climate controlled transgenic house considering DG back-up, LT panels etc. along with their detailed specifications, foundation drawings etc.

ii. HVAC SYSTEMS

- a. Preparation of technical specifications, BOQ, estimates & drawings of the highly energy efficient HVAC system with capacity calculation along with basis for calculations for the suitable HVAC system meeting the end requirements (temp and humidity etc.) of Employer.
- b. Heat load calculations for summer and winter.
- c. Ducting layout and ducting size calculations if applicable.

iii. 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.
- b. Landscape architecture, plant structure, illumination design, and graphic design and signage's near the climate controlled transgenic house area only.
- c. External electrical lightning, Lightning protection system and DG back up supply provision and incorporation of same in designs, drawings and estimates for execution purpose.

4.3

GENERAL INFORMATION TO BIDDERS

- NABI may at its discretion, hire the services of an independent agency for checking of design and energy audit to which the CONSULTANT will render due assistance in discharge of their duties.
- Consultant to prepare detailed coordinated construction schedule.
- To ensure that the construction drawings are finalized after coordination with other disciplines and all agencies to have clear demarcated responsibility.
- Checking fabrication drawings, bar-bending schedules and all other architectural/Structural details during construction.
- Conduct site meetings & coordination meetings with all agencies for timely completion of the project.
- Rendering timely advice for implementing special measures for effecting cost/quality/time benefit for the project.
- Provide quick clarifications to designs or details that have been provided vide drawings or immediate solutions to the clarifications sought by the Vendors/Contractors.
- Provide contract administration services of all Contract Agreements and devising a suitable dispute - resolution mechanism to facilitate a quick and amicable settlement of disputes, if any.
- To reply and settle the observations/objections/ paras (if any) of the Chief Technical Examiner, Audit or any other checking / investigating agency of the Govt.
- Final inspection, snagging, supervision of testing and commissioning of various systems and assisting the NABI in taking over of various parts of works and of various systems.
- The CONSULTANT shall have the overall responsibility of getting the approvals/NOC's etc (**if any**) for all services including power, water, sewer, drainage, DG set etc from government authorities.

4.4 **Obligation of NABI**

- To pay the requisite payment to consultant as per stages of payment schedule within 15 days of receipt of bills.
- To bear the costs of project contingencies like advertisement of NIT in PRESS and municipal fees (if any) for getting approval of the drawings and the project from the Government Authorities.

CHAPTER 5: 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 firm 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 "CONTRACTOR" shall mean the agency (ies) appointed by NABI for executing various civil & services works.
- 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 NABI, 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 Transgenic House with Climatic Control Parameters at NABI Main campus, Sector 81, Mohali.
- 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 NABI or any other agency (if any) so designated by NABI.

ARTICLE 2: COMPLETION OF PROJECT

- 2.1 When the construction of the transgenic house along with other site development works nearby are completed in all respects i.e. all civil & services works are completed, installed & aligned, etc., CONSULTANT shall notify the OWNER in writing that the Project has been completed in all respect.
- 2.2 Upon notification of completion of transgenic house works in writing by CONSULTANT, NABI will inspect the same prior to the occupancy. Any defects observed shall be informed to the CONSULTANT at the earliest and within 30 days. . The CONSULTANT shall ensure the rectification of such defects prior to the occupancy at no extra cost to the OWNERS.
- 2.3 The date of acceptance by NABI as aforesaid shall be deemed to be the date of completion of the Project (hereinafter called COMPLETION) for the purpose of this CONTRACT.

ARTICLE 3: 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 4: DRAWINGS AND DOCUMENTS

OWNER shall use all drawings, designs, specifications and documents including transparencies prepared by CONSULTANT for the purposes of construction, operation and maintenance.

ARTICLE 5: 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 6: 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 7: INDEMNITY

- 7.1 CONSULTANT shall hold harmless and indemnify the OWNER, against any claims or liability because of personal injury including death of any employee of CONSULTANT and arising out of or in consequence of the performance of this CONTRACT.
- 7.2 OWNER shall not be responsible for any loss or damage to property of any kind belonging to CONSULTANT or its employees, servants or agents directly or indirectly.

ARTICLE 8: SECRECY

- 8.1 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.
- 8.2 The above undertakings shall not, however, extend to any such Technical Information which:
 - 8.2.1 is in the possession of OWNER prior to receipt of the same, directly or indirectly from CONSULTANT.
 - 8.2.2 is received by OWNER without any secrecy obligation.
 - 8.2.3 is or has become part of the public knowledge since receipt of the same, directly or indirectly from CONSULTANT
 - 8.2.4 CONSULTANT shall likewise have secrecy obligations in respect of confidential information provided by OWNER.

ARTICLE 9: 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 10: 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 11: 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 :

- 11.1 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.
- 11.2 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.
- 11.3 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.
- 11.4 The arbitration proceeding shall be conducted in the English Language and shall be held at Mohali.

ARTICLE 12: TERMINATION

- 12.1.1 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.
- 12.1.2 In the event of termination pursuant to Article 13.1 hereof, CONSULTANT shall carry out any reasonable instructions of OWNER in connection with such termination.
- 12.1.3 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.

- 12.1.4 In the event of termination pursuant to Article 12.1 hereof, OWNER shall pay to CONSULTANT for all the SERVICES performed by CONSULTANT up to the stage of work executed immediately before termination.
- 12.1.5 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 13: 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 14: 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 15: SUBLETTING/OUTSOURCING

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

ARTICLE 16: PENALTY FOR DELAYS & NON-PERFORMANCE BY CONSULTANT

If the CONSULTANT is not able to get the works executed in the stipulated time frame, which results in overall delay in completion of the project then it will amount to non-performance by CONSULTANT. In the event of NABI is of opinion that CONSULTANT is not performing in accordance with the conditions laid down in the agreement, then NABI shall impose **penalty @ one (1%) percent per week of delay** or such smaller amount as it deems fit subject to maximum of 5% of the total fee payable to CONSULTANT. The decision of the Executive Director, NABI will be final & binding on this account.

Chapter 6: Fee for CONSULTANT Services

- 6.1** The fees for services of consultant shall be payable based on lump-sum quoted as defined in clause 1.2.4. The fee for CONSULTANT for the above project shall remain unchanged for the present scope of work even if the total cost of the project increases/decreases subsequently. After award of work, consultant shall submit within 15 days the **bank guarantee** as per prescribed format on Page-27 for **an amount of 5% of total fee** quoted valid till successful completion of all duties by consultant.
- 6.2** CONSULTANT Scope of Services is detailed in Chapter 4.
- 6.3** NABI shall pay CONSULTANT the fee of lump-sum (as defined in clause 1.2.4) for the professional services rendered by them for the entire project as per scope of work defined in the document. The quoted fee should be inclusive of all the costs towards the whole project and no hidden costs/ exclusions should be appended.
- 6.4** The fee of CONSULTANT under Clause 6.3 is inclusive of fee payable by CONSULTANT to any of its consultant/Associate(s) and nothing extra shall be payable by the NABI for this purpose. The above mentioned fees shall also be exclusive of statutory levies imposed by the Government of India such as service tax etc which are reimbursable by NABI to CONSULTANT.
- 6.5** Stages of Payment of CONSULTANT Fee:
1. On approval of preliminary Schemes drawings, from NABI: 10 % of total fee payable.
 2. Preparation of detailed drawings and detailed estimates, tender documents, load calculations etc and then approval of NABI: 25% of the total fee payable less payment already made at stage – (1).
 3. Preparation and Submission of Good for Construction (GFC) Drawings for execution purpose - 35% of total fee payable less payment already made at stage (1) and (2).
 4. During the execution of work by contractors/vendors commensurate with the value of the work executed: 80% of total fee payable less payment already made at stage (1), (2) & (3) above.
 5. After successful completion & taking over of project and on acceptance of project by NABI: 90% of total fee payable less payment already made at stage (1), (2), (3) & (4).
 6. Balance payment on cessation of CONSULTANT's all responsibilities under Chapter-5 of general terms & conditions of Contract and scope of work.
- Note: The payment against the above stages can be released on pro rata basis periodically based on the actual work done against each stage for all running payments. External development works (if any) and services shall be taken into account while releasing pro-rata CONSULTANT fees at 6.5.4 above.**
- 6.6** Additions and alterations:
- i) The Owner shall have the right to request in writing for additions/alterations, modifications or deletions in the design and drawing of any part of the work and to request in writing for additional work in connection therewith and the CONSULTANT shall comply with such requests without any extra cost.

- ii) CONSULTANT shall not make any material deviation, alteration, addition to or omission in the designs except without first obtaining the written consent of the Employer.
- iii) The rates quoted by consultant shall remain same throughout the project duration and shall not be affected by any project overruns/ delays if any.

Chapter 7: Time Schedule

| S. NO. | DESCRIPTION OF SERVICES | ALLOTTED TIME |
|--------|--|---|
| 1. | STAGE 1:- Preparation and submission of preliminary Schemes drawings, designs to NABI | 2 WEEK |
| 2. | STAGE-2:- Preparation of detailed drawings and detailed estimates, tender documents, load calculations incorporating any changes suggested by NABI and then approval of NABI for tendering process. | 3 WEEKS |
| 3. | STAGE-3:- Preparation and Submission of Good for Construction (GFC) Drawings for issue to contractor for execution purpose and to employer for reference. | 1 WEEK |
| 4. | Stage-4:- Construction Stage Incorporating changes in drawings if required, making site visits, inspecting material procured by contractor, approving shop drawings etc. | Maximum up to 15 months (including the tendering, evaluation and work award processes and completion of construction work) |
| 5. | Stage-5:- Completion of Works On completion of construction work, consultant to submit final completion report and issue as built drawings (2 sets) along with soft copy in Auto cad version for record and maintenance by NABI. | 2 WEEKS |

Note:- Consultant to follow the above time frame and achieve all milestone targets failing which if any negligence found on part of consultant penalty as laid down in **Article -16** of General Terms and Conditions shall be imposed.

Chapter 8: Form of Contract

THIS CONTRACT is made on day of 2014

BETWEEN

National Agri-Food Biotechnology Institute (NABI) which is a society registered under the Societies Registration Act, XXI of 1860 and having its Office at NABI, Sector 81, (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 Design Consultancy Services for construction of Transgenic House at new NABI campus at Sector 81 (hereinafter referred to as PROJECT),

AND WHEREAS said CONSULTANT is in the business of providing inter-alia management, design and technical services for civil & services 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 "DESIGN SERVICES".

AND WHEREAS said CONSULTANT agrees to perform such SERVICES as the terms and conditions for the performance of the said 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 witnesseth as follows:

Clause -1: CONTRACT DOCUMENT

The following documents shall constitute the CONTRACT in addition to Form of Contract (Chapter 8):

1. Details of the project (Chapter 1 to 3)
2. CONSULTANT Scope of Services (Chapter 4)
3. General terms and conditions of contract (Chapter 5)
4. Fee for CONSULTANT's Services (Chapter – 6)
5. Time Schedule (Chapter-7)
6. All correspondence / Minutes of meetings etc. between NABI & CONSULTANT after the issue of EOI document till the award of work.

Clause-2 EFFECTIVE DATE OF CONTRACT

This CONTRACT shall be deemed to have come into force with effect from 10th day of issue of letter of Award by NABI

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 as provided in Clause 6.3 (Chapter-6) and as per the payment terms therein specified. The lump sum Fee payable by NABI to CONSULTANT shall constitute the Contract Price.

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 10th day of issue of letter of award by NABI and shall remain in force for 6 months beyond the Completion of Construction Work. In the event of increase in the contract period due to circumstances beyond the control of either CONSULTANT /NABI, nothing extra will be payable to CONSULTANT beyond the quoted fee.

Clause-6 ENTIRE CONTRACT

The Contract documents mentioned in Clause-1 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. NABI 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.

NABI: Executive Director, NABI or his nominee
C-127, Industrial Area,
Phase VIII, SAS Nagar,
Mohali, Punjab -

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 NABI

Name
Designation
Place
Date

For and on behalf of CONSULTANT

Name
Designation
Place
Date

Witness

- 1.
- 2.

Witness

- 1.
- 2.

Annexure-I

Proforma for Financial Bid
(To be put in sealed cover)

Ref No.....

Date.....

The Executive Director
National Agri-Food Biotechnology Institute
Mohali

Sub: Design Consultancy Services for designing the transgenic house with climatic parameters at Main Campus, NABI at Sec 81, Mohali,

Dear Sir,

We/I have carefully noted the scope of work for providing Design Consultancy Services to act as a consultant on behalf of NABI for designing the transgenic house with climatic parameters at Main Campus, NABI at Sec 81, Mohali as stated in the Chapter-1 to Chapter-8 of this document.

We are pleased to quote our fees (as on lump-sum basis) as Rs.....(In words.....) for providing our services as per the scope of work and terms & conditions of the Agreement. The fee is for complete designing of the project including making visits to site etc. It has no hidden costs/exclusions and will apply till the completion of the project. All statutory levies as made applicable by the Govt. including service tax, will be reimbursed as per applicable from time to time.

Thanking you,

Yours faithfully,

Date:

Signature with Name &
Designation of the Bidder

(Authorised Seal)

CHECK LIST

No:.....

1. EMD of Rs 10,000 in form of DD no..... Dated payable at Mohali.
2. DD no..... dated for Rs 500 payable at Mohali towards cost of EOI Document (in case the document has been downloaded from the website)
3. Details of related projects handled by CONSULTANT (initiated & completed in the last 7 years) accompanied with completion certificates, etc.
4. List of related projects in hand with CONSULTANT with description of projects, cost, time limit, targets etc.
5. Audited balance sheets with Income Tax Returns for the last 3 years immediately preceding FY-2012-13.
6. Financial Bid in the Prescribed Format as given in Annexure-I in a sealed envelope.

NOTE: The Check-List shall be duly filled in and submitted along with the Technical Bid.

FORM OF PERFORMANCE SECURITY (GUARANTEE)

Form of Performance Security (Guarantee) Bank Guarantee Bond

In consideration of the Executive Director, NABI (hereinafter called “The Institute”) having offered to accept the terms and conditions of the proposed agreement between.....and

.....(hereinafter called “the said Design 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 Design 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 Design 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. (Rupeesonly)
3. We, the said bank further undertake to pay the Institute any money so demanded notwithstanding any dispute or disputes raised by the Design 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 Design 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 Design 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 Design 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 Design 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 Design Consultant(s) or for any forbearance, act of omission on the part of the Institute or any indulgence by the Institute to the said Design 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 Design 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 EOI 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)