



National Insurance Academy  
25, Balewadi, Baner Road, NIA P.O., Pune 411 045  
Tel: 020-27204000/4444, Fax: 020-27204555  
Website: [www.niapune.org.in](http://www.niapune.org.in)

**Through Online Mode Only**  
**NIA E-PROCUREMENT WEBSITE IS:**  
<https://www.tenderwizard.com/NIA>

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**E-TENDER DOCUMENT**

**FOR**

**FOR ARCHITECTURAL & ENGINEERING  
CONSULTANCY SERVICES**

# ARCHITECTURAL & ENGINEERING CONSULTANCY SERVICES

## NOTICE INVITING e-TENDER

### NATIONAL INSURANCE ACADEMY

TENDER NO. NIA/EE/CLASSROOM/2024-25/012

Dated: 15/07/2024

### NOTICE INVITING e-TENDER

NIA invites e-tender on percentage fees basis from reputed Architect / Consultant firms for providing Architectural and Engineering Consultancy Services for the construction of a new classroom building as per schedule as under.

Tender Document No.	NIA/EE/CLASSROOM/2024-25/012 dated 01.08.2024
Name of the work.	<b>Providing Architectural and Engineering Consultancy Services including Liaisoning for the construction of a new classroom building at NIA Campus.</b>
Tender Type	Open
Bid Type	Two Bid
Mode	ETS E-Tendering System
Period for Downloading of tender document Online	From 11:00 Hrs of 01.08.2024 to 15:00 Hrs of 21.08.2024
Last Date & Time for Tender Submission Online	Up to 17.00 Hrs of 21.08.2024
Date / Time of Technical Bid Opening online	22.08.2024 @ 11.00 Hrs. (IST)
Date & Time of Opening of Commercial Bid Online	Shall be intimated later to the Architect/Consultant, who qualify in the Technical Evaluation.
Pre-Bid Conference	12.08.2024 @ 11.30 Hrs (IST)
Offer Validity 90 days	From Bid Closing Date
Cost of Tender / Bid document	Rs.500.00 + GST through e-payment

	Gateway
Non-refundable cost of Registration Fee (Once a year)	Rs.1000.00 + GST through e-payment Gateway
Non-refundable cost of e-Tender processing fee	Rs.1000.00 + GST through e-payment Gateway
Earnest Money Deposit	Rs.25,000.00
For Technical Queries contact	Mr. Pramod Katke / <a href="mailto:pramodkatke@niapune.org.in">pramodkatke@niapune.org.in</a> / Mobile: 8698686353
Delivery Period	<b>60 days from the date of handing over of Land Demarcation Certificate. The commencement certificate is to be obtained PMC by completing all formalities of work as specified.</b>
Time for Completion of work	3 Months from the date of Work Order
Services during Defect Liability Period	12 Months or upto completion of construction

The tender document can be downloaded from the websites <https://www.tenderwizard.com/> / [NIA](http://NIA) and [www.niapune.org.in](http://www.niapune.org.in).

“Corrigendum, if any, would appear only on the above web sites and will not be published”.

### **Eligibility Criteria (Technical Bid):**

#### **1.0 Architects / Consultants:**

1. A Person who has Diploma in Architecture, Graduate, Post Graduate Diploma in Architecture, respective branch of engineering either from India or abroad and or have done considerable extent of work as consultant for a period of more than 5 years as on 31.05.2024.
2. He should be member of Indian Institute of Architects, Council of Architecture, Institution of Engineers, or any other professional institutes.

#### **2.0 Minimum Eligibility Criteria:**

The interested Architect/Consultant should meet the following minimum qualifying criteria:

##### **A. Work Experience:**

- i) Experience of having provided Architectural & Consultancy services for successfully completed similar works during the last 5 years ending initial stipulated last date of submission of tenders:
  - a. Architectural & Consultancy services for Three similar works, each having sanctioned built up area not less than Rs.8000 sq. ft.

**OR**

- b. Two similar works, each having sanctioned built up area not less than Rs.15000 sq. ft.

**OR**

- c. One similar work having sanctioned built up area not less than **Rs.20000** sq. ft.

**AND**

- d. Minimum one work of area not less than 6000 sq.ft. shall be done for a government institute, autonomous body, private educational institute, etc. Private works like private builder projects will not be considered under this criterion. This criterion can be clubbed with criteria a, b and c.**

“Similar works” shall mean Residential / Non-Residential Building works of any no. of storey building. “Successfully completed similar works” shall mean completion of construction of project for which consultancy assignments have been executed.

- ii) Experience in a similar nature of work should be supported by certificates issued by the client’s organization. **In case the work experience is in the Private sector, the completion certificate shall be supported with copies of the Letter of Award / Contract Agreement and Corresponding TDS Certificates, Occupancy certificate by the building sanctioning authority, etc.** The value of work will be considered commensurate with the value of fee received as per TDS Certificates compared to agreed consultancy fee with client.
- iii) Joint venture / consortia of firms / companies and Foreign Architect/Consultant are not eligible to quote for the tenders.
- iv) The Architect/Consultant submitting experience certificate for the works done in joint venture (JV) / consortium with other firms / companies, their proportionate experience to the extent of its share in the JV / consortium or work done by them shall only be allowed on submitting the valid proof of their share / work done.

**B. Financial Strength:**

- i) The Average annual financial turnover for the last 3 years shall be at least Rs.30.00 Lakh. The requisite Turn Over shall be duly certified by a Chartered Accountant with his Seal / signatures and registration number.
- ii) The Architect/Consultant are required to upload a page of summarized Balance Sheet (Audited) and also page of summarized Profit & Loss Account (Audited) for immediate last three years.

- 3.0 The intended Architect/Consultant(s) must read the terms and conditions of this tender carefully. He should only submit his bid if eligible and in possession of all the documents required.
- 4.0 Information and Instructions for Architect/Consultant posted on website shall form part of bid document.
- 5.0 The bid document consisting of scope of work and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and down loaded from website <https://www.tenderwizard.com/NIA> or [www.niapune.org](http://www.niapune.org), free of cost.
- 6.0 Architect firm / Consultant should upload documents in PDF format.
- 7.0 Architect firm/ Consultant must ensure to **quote rate in percentage**.
- 8.0 Notwithstanding anything stated above, NIA reserves the right to assess the capabilities and capacity of the Architect/Consultant to fulfil the contract in the overall interest of NIA.
- 9.0 The Architect/Consultant(s) is/are required to quote strictly as per the terms and conditions, specifications, standards given in the tender documents and not to stipulate any deviations.
- 10.0 The Architect/Consultant(s) if required, may submit queries, if any, through E-mail and in writing to the tender inviting authority to seek clarifications within 08 days from the date of uploading of Tender on website.
- 11.0 NIA will reply only to those queries which are essentially required for submission of bids. NIA will not reply to the queries which are not considered fit like replies of which can be implied /found in the NIT/ Tender Documents, or which are not relevant or in contravention to NIT/Tender Documents, queries received after 08 days from the date of uploading of Tender on website, extension of time for opening of technical bids, etc.
- 12.0 Technical Bids will be opened on the scheduled dates. Requests for extension of opening of Technical Bids will not be entertained. Further, queries regarding Design concept also will not be entertained after 08 days from the date of uploading of tender on website. Architect/Consultant have to give a Design concept on the basis of the available data and after collecting information regarding plot area, local heritage, plot connectivity with main road, etc. by visiting the site. Missing link, if any, may be assumed by the Architect/Consultant with best possible option for Design concept since this stage is meant to assess and evaluate the overall understanding of Architect/Consultant about subject matter and the Project in particular.
- 13.0 NIA reserves the right to reject any or all tenders or cancel/withdraw the Invitation for Bids without assigning any reason whatsoever and in such case no Architect/Consultant / intending Architect/Consultant shall have any claim arising out of such action.

#### **14.0 Earnest Money Deposit:**

Earnest Money Deposit of **Rs.25000.00** is required to be deposited through-Payment Gateway of the tender wizard portal. The EMD shall be valid for a minimum period of three months from the original last day of submission of bid as per NIT.

- The EMD shall be payable to NIA without any condition(s), recourse or reservations.
- The Bid will be rejected by NIA as non-responsive and shall not be considered in case, EMD is not deposited by the Architect/Consultant.
- The EMD of unsuccessful Architect/Consultant in Technical Evaluation shall be returned within 30 days of declaration of technical evaluation results. Further, the EMD of Architect/Consultant other than L1 will be returned within 15 days, after opening of Financial Bid.
- The EMD of the successful consultant will be discharged along with retention money after completion of the Project.
- No interest shall be paid by NIA on the EMD.
- The EMD may be forfeited:
  - a) if a consultant withdraws the bid after bid opening of the tender during the period of validity.
  - b) If any unilateral revision in the offer is made by the tenderer during the validity of the offer.
  - c) Upon non acceptance of LOI/LOA, when placed by NIA.
  - d) In the case of a successful consultant, if the consultant fails to Sign the Agreement within the 30 days from the date of issue of LOA or furnish the required performance security or fail to commence the work within the stipulated time period prescribed in the contract.
  - e) If the Architect/Consultant furnishes any incorrect or false statement/information/document.

#### **15.0 List of Documents to be scanned and uploaded on the e-tender website within the period of bid submission:**

- a. Tender Fee and EMD Receipts.
- b. Annexure-I: Affidavit dully notarized by notary public on non-judicial stamp paper of Rs. 100 for correctness of document/information.
- c. Annexure-II: Unconditional letter of acceptance of tender conditions (in original) (duly signed on letter head of the applicant/Architect/Consultant).
- d. Proof of payment through e-payment gateway to e-tendering service provider.
- e. Annexure-III to Annexure-X if applicable
- f. Corrigendum / Addendum / Other documents, if any
- g. Power of Attorney/Board Resolution of the person authorized for signing /submitting the tender.

#### **Note:**

- I. Unconditional letter of acceptance duly signed on letter head, Notarized Affidavit for correctness of document/information are mandatory documents and are required to be

checked carefully for its correctness (strictly as per prescribed format) before submission of bid. The bid shall be rejected outrightly in case of its non-submission without seeking any further clarification/document. No claim of the consultant whatsoever shall be entertained by NIA on this account.

- II. The Architect/Consultant are advised to submit complete details with their bids. The Technical Bid Evaluation will be done on the basis of documents uploaded on e-tendering web site by the Architect/Consultant with the bids. Please note no fresh document other than in the form of clarification/revision in respect of an existing document shall be accepted after the last date of submission of bids.
  - III. The information should be submitted in the prescribed proforma. Bids with Incomplete/Ambiguous information are liable to be rejected.
  - IV. All the uploaded documents duly sealed and signed by the Authorized Signatory / Power of Attorney holder should be in readable, printable and legible form failing which the Bids are liable for rejection.
- 16.0** Set of Tender Documents: All the documents of tender submission will constitute set of tender documents:
- 17.0** Online technical bid documents submitted by intending Architect/Consultant shall be opened only of those Architect/Consultant, who have deposited requisite Tender Fee and EMD. Unconditional letter of acceptance and Affidavit for correctness of documents/information are to be submitted along with the bid.

The bid submitted shall become invalid, if:

- i) The tender is found ineligible.
  - ii) The tenderer does not upload all the documents as stipulated in the bid document.
  - iii) Tenders in which any of the prescribed conditions are not fulfilled or found incomplete in any respect are liable to be rejected.
- 18.0** Before the last time and date of submission of bid as notified, the Architect / Consultant can submit revised bid any number of times.
- 19.0** The bid for the works shall remain open for acceptance for a period of 90 days from the last date of submission of bid including the extension given, if any. In case any tenderer withdraws his bid before the said period or issue a letter of non-acceptance or makes any modifications in the terms and conditions of the bid which are not acceptable to NIA, then NIA shall, without prejudice to any other right or remedy, be at liberty to forfeit the EMD as aforesaid. Further the Architect/Consultant shall not be allowed to participate in the re-bidding process of work.
- 20.0** The acceptance of any or all tender(s) will rest with NIA which does not bind itself to accept the lowest tender and reserves to itself the right to reject any or all of the tenders received without assigning any reason thereof.

**21.0** On acceptance of tender, the name of the accredited representative(s) of the Architect / Consultant who would be responsible for taking instructions from Engineer-in-Charge or its authorized representative shall be intimated within 07 days of issue date of Letter of Award (LOA)/ Letter of Intent (LOI) by NIA.

**22.0** Date of Start of work shall be reckoned from the 10th day after issue of the letter of Award (LOA) / Letter of Intent (LOI) by NIA.

**23.0** The award of consultancy work, execution and completion of work shall be governed by tender documents consisting of (but not limited to) NIT, General Conditions of Contract, Special Conditions of Contract, Technical Evaluation, Price bid, etc. The Architect/Consultant shall be deemed to have gone through the various conditions while making /preparing their technical & financial proposals & submitting the Bid(s) including site conditions, topography of the land, drainage and accessibility etc. or any other condition which in the opinion of tenderer will affect his price/rates before quoting their rates.

**24.0 ORDER OF PRECEDENCE OF DOCUMENTS:**

In case of difference, contradiction, discrepancy, with regard to General Conditions of contract, Special Conditions, Specifications, Corrigendum / Clarification(s) issued, Drawings, Bill of quantities etc. forming part of the contract, the following shall prevail in order of precedence.

1. Letter of Award, along with statement of agreed variations and its enclosures, if any
2. Corrigendum, Addendum, Clarifications etc.
3. Special Conditions of Contract.
4. Description of Bill of Quantity / Schedule of Quantities.
5. General Conditions of Contract.
6. Drawings
7. CPWD specifications (as specified in Technical Specification of the Tender) update with correction slips issued up to last date of receipt of tenders.
8. Relevant B.I.S. Codes.

**25.0** Financial Bids of the qualified Architect/Consultants in Technical Evaluation will only be opened on a predetermined date and time by NIA.

**26.0** The Architect/Consultant shall fully comply with the latest CPWD specifications and the latest AICT norms applicable for educational institutes.

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## **INFORMATION & INSTRUCTIONS TO THE ARCHITECT/CONSULTANT FOR USING ONLINE ELECTRONIC TENDERING SYSTEM (ETS).**

Special Conditions & instructions for using online Electronic Tendering System (ETS) through portal (website) <http://www.tenderwizard.com/NIA> adopted by National Insurance Academy, Pune as given in the subsequent pages will over-rule the conditions stated in the tender documents, wherever relevant and applicable.

Architect/Consultant are required to enroll for Architect/Consultant Registration on the NIA e-Procurement Tender wizard Portal (URL: <https://www.tenderwizard.com/NIA>) by clicking on the link “Registration” on the home page of e-Portal, which is chargeable. (Rs.1000/- + GST 18%, Non-Refundable) to be paid online through e-payment gateway).

**Note:** The e-Payment Gateway is available on e-Procurement Portal for making the Online Architect/Consultant Registration Payment.

**Note:** Information about e-Procurement Portal.

More useful information for submitting online bids on the NIA e-Procurement Tender wizard Portal may be obtained at: <https://www.tenderwizard.com/NIA>.

Architect/Consultant are requested to refer to the Architect/Consultant’s manual by downloading the Architect/Consultant’s Manual by visiting on home page of <https://www.tenderwizard.com/NIA> and following KEY INSTRUCTIONS for Architect/Consultants by clicking on “Latest Circulars / Formats / Help Manuals / FAQs”. The complete Step by Step Architect/Consultant’s Help Manual For e-Procurement / e-Tendering Process, Architect/Consultant’s Registration Process, System Settings Requirements & JAVA Settings Manuals, e-Payment Guidelines & Digital Signature Certificate Process are available on e-Auction Website regarding the e-Auction.

Online Support / Web Support / E-Mail Support / Phone Support are also available for Architect/Consultant as well as Dept. Officials. Online support will be provided through “Team viewer” or “Ammy Admin” Remote software only.

**Mr. Sanjay K. Chandak (Project) (Pune): 9665721619**

**e-Mail Id: [sanjay.kc@etenderwizard.com](mailto:sanjay.kc@etenderwizard.com)**

• **Registration of the Architect/Consultant:** All the Architect/Consultant intending to participate in the tenders floated online using Electronic Tendering System (ETS) are required to get registered on the e-Tender Portal (website) <http://www.tenderwizard.com/NIA>. After successful Registration on above mentioned portal, Architect/Consultant will get a User ID and Password to access the website.

• **Viewing of Online Tenders:** The Architect/Consultant can view tenders floated on online Electronic Tendering System (ETS) hereinafter referred as “e-Tendering System” through portal (website) at <http://www.tenderwizard.com/NIA>. They can view the details like Tender Notice, Terms and Conditions, drawing (if any) and any other information. To download the tender, they need to login on to the above portal and can download the tender documents of an e-Tender.

• **Key Dates:** The Architect/Consultant / Architect/Consultant can view the Online Scheduled dates of e-tendering System (time schedule) hereinafter referred as “Key Dates” for all the tenders floated using the online electronic tendering system on above mentioned portal (Website) <http://www.tenderwizard.com/NIA>.

The Architect/Consultant is strictly advised to follow dates and time as mentioned in Key Dates of a particular tender. The date and time will be binding on all the Architect/Consultant. The Architect/Consultant are required to complete the stages within the stipulated time as per the schedule (Key Dates) to continue their participation in the tender. All online activities are time tracked and the system enforces time locks that ensure that no activity or transaction can take place outside the start and end dates and time of the stage as defined. The Architect/Consultant should ensure that the status of a particular stage should be shown as “Completed” before the expiry date and time of that particular stage and they should possess a copy of receipt of completion of each stage to be performed from their end which should match with the status with their offer on online portal. It will be the sole responsibility of the Architect/Consultant if the status of a particular stage is “Pending” till the expiry date and time of that stage, and he will not be able to proceed further in the e-Tendering process. The Key dates are subject to change in case of any amendment in the schedule due to any reason stated by the Department.

• **Obtaining a Digital Certificate and its Usage:** On e-Tendering System the bids should be Encrypted and Signed electronically with a Digital Signature Certificate (DSC) to establish the identity of the Architect/Consultant on online Portal. The Digital Signature Certificate (DSC) has two keys i.e., Public Key and Private Key. The Public Key is used to Encrypt (code) the data and Private Key is used to decrypt (decode) the data. Encryption means conversion of normal text into coded language whereas decryption means conversion of coded language into normal text.

**Note:** Digital Signature Certificates: Class III Signing + Encryption Digital Signature Certificate is required for e-Tendering. (DSCs) are issued by an approved Certifying Authority, by the Controller of Certifying Authorities (CCA India), Government of India.

• The Architect/Consultant may obtain Class III digital certificate from any Certifying Authority or Sub certifying Authority authorized by the Controller of Certifying Authorities on the portal <http://cca.gov.in>. Or may obtain information and application format and documents required for issue of digital certificate from our Service Provider for Electronic submission.

E-Tendering System (ETS):

E-Tender helpdesk

#24, Sudha Complex,

03rd Stage, 04th Block,

Basaveshwaranagara,

Bangalore - 560079

[dscprocessingunit@yahoo.com](mailto:dscprocessingunit@yahoo.com)

Help Desk Contact Details:

Tel: 080-40482000/121/133/140

Mobile: 9686115304/9686115323

E-mail: [lokesh.hr@antaressystemes.com](mailto:lokesh.hr@antaressystemes.com)

[raghuprashanth@antaressystems.com](mailto:raghuprashanth@antaressystems.com)

- The Bid (Online Offer) for a particular e-Tender may be submitted only using the Digital Signature Certificate (DSC), which is used to Encrypt (codified) the data and sign the Hash (Impression of your data) during the stage of Bid Preparation and Hash submission. In case, during the process of a particular e-Tender, the user loses his Digital Certificate (i.e., due to virus attack, hardware problem, operating system problem), he may not be able to submit the bid online. Hence, the users are advised to keep their Digital Signature Certificates in safe custody.
- In case of online Electronic Tendering, if the Digital Certificate issued to the authorized user of a firm is used for signing and submitting an online bid, it will be considered equivalent to a no objection certificate / power of attorney to that User. The firm must authorize a specific individual via an authorization certificate signed by all partners to use the Digital Certificate as per Indian Information Technology Act 2000 and its amendments. Unless the certificates are revoked, it will be assumed to represent adequate authority of the user to bid on behalf of agency for NIA Office Pune, as per Information Technology Act 2000 and its amendments. The Digital Signature of this authorized user will be binding on the firm. It shall be the responsibility of management / partners of the registered firms to inform the certifying authority or Sub Certifying Authority; in case of change of authorized user and that a fresh digital certificate is procured and issued an “Authorization Certificate” for the new user. The procedure for application of a Digital Certificate will remain the same for the new user.
- The same procedure holds true for the authorized users in a Private / Public limited company. In this case, the authorization certificate will have to be signed by the Directors of the company.
- Architect/Consultant participating in e-tendering shall check his / her validity of Digital Signature Certificate before bidding in the specific work floated online at the e-Tendering Portal (website) through <http://www.tenderwizard.com/NIA>.

**NOTE:**

NIA AND TENDERWIZARD will not entertain any reasons / claims of Architect/Consultant on account of Net Connection Failure / Power Connection Failure and any issues during the submission of tender online. The Architect/Consultant shall be solely responsible for all those facts and failure of Net Connectivity, Electricity Current Connectivity etc.

For Registration and for further details on e-tendering, please visit website above mentioned portal (website) or below mentioned address:

E-Procurement Helpdesk Officials details.

Office Address: E-Tender helpdesk, # 24, Sudha Complex, 03rd Stage, 04th block, Basaveshwaranagara, Bangalore-560079

Help Desk Contact Details: -

- 1) Mr. Sanjay K. Chandak, (Pune & Mumbai Maharashtra)  
(E-mail: [sanjay.kc@antaressystems.com](mailto:sanjay.kc@antaressystems.com)) or  
[sanjay.kc@etenderwizard.com](mailto:sanjay.kc@etenderwizard.com)  
Ph: 9665721619.

- 2) Mr. Lokesh,  
(E-mail: lokesh.hr@antaressystems.com)  
Ph: 09686115304 & 080-40482140
  
  - 3) Mr. Raghu Prashant,  
(E-mail: raghuprashanth@antaressystems.com)  
Ph: 09686115323
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## **INSTRUCTIONS TO ARCHITECT / CONSULTANT**

## **A. Introduction to Architect/Consultant:**

**1.1.** The Architect firms/Consultants are invited to submit a technical bid together with a Financial bid. The tender will be the basis for technical discussions / negotiations if required and ultimately for a signed Contract with the selected Architect firm / consultant.

**1.2.** Architect firms/consultants should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Architect firms/consultants are desired to visit the site before submitting a proposal.

**1.3 (a)** NIA will provide inputs to the Architect firms/consultants, if available. However, NIA does not assume any responsibility for any loss or financial damages on account of use of such information by the Architect/Consultant & consultants are advised to collect their own information for preparation, submission of bids & execution of services after award of work.

**1.3 (b)** The Architect firms/consultants shall be responsible for obtaining licenses and permits to carry out the services.

**1.4.** Architect firms/consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation, site visits etc. NIA is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Architect firms / consultants.

### **1.5. Conflict of Interest:**

**1.5.1.** NIA's policy requires that Architect firms/consultants provide professional, objective, and impartial advice and at all times hold NIA's interest's paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work

**1.5.2.** NIA requires that the Architect firms/consultants participating in selection process adhere to the highest ethical standards, both during the selection process and throughout the execution of a contract.

**1.5.3.** The Architect firm/consultants should be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.

### **1.6. Only One Proposal:**

The Architect /consultant firm shall only submit one proposal. If a consultant submits or participates in more than one proposal, such proposals shall be disqualified. However, this does not limit the participation of the same Sub-Consultant, including individual experts, to more than one proposal.

### **1.7. Proposal Validity:**

The Architect firm /consultant tender must remain valid for 90 days after the last date fixed for submission of tender including the extension(s) given, if any.

### **1.8. Association of Sub-Consultants (for Specialized work):**

Architect Firm/Consultant may associate with sub consultant(s) for specialized works such as Electrical, HVAC, Lift, Firefighting, Landscape etc.

### **1.9. Clarifications and Amendment of Bid Documents:**

1.9.1. Architect firms/consultants may request for a clarification on any clause(s) of the Bid documents within 8 days from the date of uploading of Tender on website. Any request for clarification must be sent in writing, or by standard electronic means to NIA's address. NIA will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without disclosing the Source of query) to all Architect firms/consultants. Should NIA deem it necessary to amend the bid document as a result of a clarification or any other reasons it shall do so following the procedure under Para.1.9.2.

However, NIA reserves the right to respond to the queries after cut-off date as mentioned above.

1.9.2. At any time before the submission of tender, NIA may modify/ amend the bid document and extend the last date of submission/ opening of the tender by issuing a corrigendum/addendum. Any Corrigendum/Addendum thus issued shall form part of tender document and shall be posted only on website [www.tenderwizard.com](http://www.tenderwizard.com) /NIA and [www.niapune.org.in](http://www.niapune.org.in) and the Consultants are thus advised to update their information by using said website. To give the Consultant reasonable time to take an amendment into account in their bids and on account of any other reasonable circumstances, NIA may at its discretion, extend the deadline for the submission/ opening of the tender.

### **2.0. Preparation of Bid Proposal:**

2.0.1. In preparing their tender, Architect firms/consultants are expected to examine in detail the tender document. The tender shall contain technical & financial Bids.

2.0.2. The bid proposals, all related correspondence exchanged by the Architect firms/consultants & NIA and the contract to be signed with the winning consultant shall be written in the English language.

### **2.1. Technical Bid Proposal:**

- a) The Technical bid shall not include any financial information. A Technical bid containing financial information shall be declared nonresponsive / invalid.
- b) The Technical bid may be declared nonresponsive / invalid, if the bid is not accompanied by the requisite documents as stipulated in tender document.

## **2.2. Financial bid Proposal:**

The Financial bid shall not include any commercial or technical condition / information. Financial offer shall be submitted in Percentage Rate.

## **2.3. Submission, Receipt and Opening of bids:**

2.3.1. The original bids (Technical bid and Financial bid) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed tender documents must initial such corrections. Letter for acceptance of tender condition should be submitted in the prescribed format of Annexure-II.

2.3.2. An authorized representative of the Architect firm/consultant shall sign the Technical & Financial bids. The authorization shall be in the form of a legally enforceable written power of attorney executed on non-judicial stamp paper of appropriate value duly notarized and shall be submitted along with bid.

2.3.3. NIA shall open the technical bid after the deadline for the submission of e-Tender, as per NIT. The Financial bid shall remain securely stored.

2.3.4. The evaluation of bids shall be done by NIA Tender Evaluation Committee based on the Documents submitted.

## **2.4. Confidentiality:**

Information relating to evaluation of tenders and recommendations concerning awards shall not be disclosed to the Architect firms/consultants who submitted the tender or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its tender and may be debarred from participating in future tenders.

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# **CONDITIONS OF CONTRACT**

## **1.0. Definitions:**

For the purpose of the agreement, the following words and expressions shall have the meaning hereby assigned to them except where the context otherwise requires:

- a) **Approved** means approved by NIA's Engineer-in-Charge in writing including subsequent confirmation of previous approval and 'Approval' means approval by NIA's Engineer-in-Charge in writing as above said.
- b) **Applicable Law** means the laws and any other instruments having the force of law in India.
- c) **Architect firm/Consultant** means any private or public entity that will provide the Services to NIA under the Contract.
- d) **Building** shall mean the Construction of proposed building.
- e) **Contract** means the documents forming the tender and acceptance thereof and the formal agreement executed between NIA and the contractor, together with the documents referred to therein including these conditions, the specifications, design brief, basic drawings and instructions issued from time to time by the Engineer-in-Charge and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
- f) **Contract Price** means the price to be paid for the performance of the Services, in accordance with the Lump Sum Price offered in Financial Bid.
- g) **Engineer-in-Charge** means the Engineer of NIA or his representative as may be duly appointed and authorized on his behalf for the purpose of the contract, to perform the duty set forth in this General condition of contracts and other contract documents.
- h) **Estimated Cost** means estimated cost put to tender for inviting financial bid from the Architect firm/Consultant for Architectural planning, designing, proof checking of design and detailing.
- i) **In writing means** communicated in written form with proof of receipt.
- j) **Language means** all documents and correspondence in respect of this contract shall be in English Language.
- k) **Letter of Award (LOA)/Letter of Intent (LOI) shall mean** NIA's letter or notification conveying his acceptance of the tender subject to such conditions as may have been stated therein.
- i) **Month** means English Calendar month 'Day' means a Calendar Day of 24 Hrs. each.
- m) **NIA** shall mean National Insurance Academy, an Educational Institution established by Government of India (Ministry of Finance, Insurance Division), along with Life Insurance Corporation of India and General Insurance Corporation of India and the four Public Sector Insurance Companies like NIACL, NICL, OICL and UIICL. Its main functions are training of senior level executives, research, and consultancy in insurance management. NIA also provides dual expertise to the PGDM students in Insurance and management.



the Academy is located on a 32-acre plot comprising of Teaching blocks, Library, Administration building, Hostels, Dining hall & Kitchens, Multi-Purpose Hall, Conference Hall, Gymnasium and Swimming pool and residential complex. The campus has a capacity to provide residential accommodation to 170 participants and 240 students at a time who undergo training at the Academy.

p) **Services means** the work to be performed by the Architect/Consultant pursuant to this Contract, as described in Bid Document.

q) **Sub-Consultants** means any person or entity to whom /which the Consultant subcontracts any part of the Specialized Services.

r) **Writing means** any manuscript typed written or printed statement under or over signature and/or seal as the case may be.

s) Words imparting the singular meaning only also include the plurals and vice versa where the context requires. Words importing persons or parties shall include firms and corporations and organizations having legal capacities.

t) The headings in the clauses/conditions of contract are for convenience only and shall not be used for interpretation of the clause/ condition.

## **2.0 Scope of Work:**

A qualified architectural firm experienced in educational facilities and familiar with AICTE norms is required for the successful completion of the project. This will ensure that all legal, functional, and design aspects are covered comprehensively.

For constructing two classrooms adhering to the All-India Council for Technical Education (AICTE) norms, the Architect will need a range of architectural services to ensure compliance and successful execution. Following is a comprehensive list of the required services, including liaisoning work:

### **2.1. Pre-Design Services:**

- i. **Site Analysis:** Assess the location, site conditions, accessibility, and topography.
- ii. **Feasibility Study:** Evaluate the project's feasibility considering AICTE norms, budget, and timeline.
- iii. **Programming:** Understand the requirements for the classrooms, such as size, capacity, and facilities.

### **2.2. Design Services:**

- **Schematic Design:** Create initial design concepts, including layouts and spatial arrangements.
- **Design Development:** Develop detailed designs, incorporating structural, mechanical, electrical, and plumbing systems.

- **Construction Documents:** Prepare detailed architectural drawings and specifications for construction.

### 2.3. Regulatory Compliance and Liaising:

- **Approval and Permits:** Liaise with local authorities to obtain necessary approvals and permits.
- **AICTE Norm Compliance:** Ensure that the design and construction meet AICTE norms regarding classroom size, ventilation, lighting, acoustics, and safety standards.
- **Environmental Clearances:** Obtain necessary environmental clearances, if required.

### 2.4. Tendering and Contract Administration:

- **Tender Documents Preparation:** Prepare tender documents for contractors.
- **Bidding Assistance:** Assist in the contractor selection process.
- **Contract Administration:** Oversee the contract terms and ensure compliance during construction.

### 2.5. Construction Phase Services:

- **Construction Supervision:** Regular site visits to monitor construction progress and ensure adherence to designs and specifications.
- **Quality Control:** Ensure quality materials and workmanship.
- **Project Coordination:** Coordinate among various stakeholders, including contractors, engineers, and consultants.

### 2.6. Post-Construction Services:

- **Inspection and Handover:** Inspect the completed work and ensure all punch-list items are addressed.
- **As-Built Drawings:** Provide detailed drawings of the completed classrooms.
- **Warranty and Maintenance:** Oversee warranty periods and advise on maintenance practices.

### 2.7. Special Services:

- **Interior Design:** Plan and design the interior spaces to optimize functionality and aesthetics.
- **Landscape Design:** Design any required landscaping around the classrooms.
- **Sustainability Consulting:** Ensure the design adheres to sustainable practices and energy efficiency norms.

### 2.8. Key AICTE Norms for Classroom Construction:

- **Minimum Area:** Typically, AICTE recommends a minimum of 66 sqm per classroom for a standard size of 60 students. Consider prorata areas for a minimum of 75 to 100 students.
- **Ventilation and Lighting:** Classrooms should have adequate natural ventilation and lighting.

- **Accessibility:** Ensure compliance with accessibility standards for differently abled individuals.
- **Safety:** Incorporate fire safety measures and emergency exits as per regulations.

NIA would furnish the requirements and area schedule for various functions to the Architect firm/Consultant including **Demarcation Certificate for the proposed site of construction**, the Architect firm/Consultant shall, there upon, render the following services and deemed to be included in their quoted price unless mentioned otherwise:

### **3.0. Detailed Scope of Work:**

#### **I. Preliminary Stage**

##### **A. Preliminary Concept Report:**

The Architect/Consultant shall

1. Furnish a site evaluation and analysis report with basic approach to circulation, activity, distribution and interaction and external linkage.
2. The Architect/Consultant shall provide the Topographic Survey Drawings & Soil Investigation Report to the NIA. The Architect/Consultant is also responsible for the collection of any data/information which he may need for his design from any relevant source including (but not limited to) statutory bodies, Power Distribution companies etc.
3. Report on identification of Ultimate disposal point, intermediate rainwater harvesting system and Source/availability of electricity, water and other services.
4. In case of project requirement or as per the requirement of MOEF/State Govt. authorities, the consultants shall Conduct Environmental Impact Assessment (EIA) & furnish preliminary report on environmental impact of the project and finalize it after discussion with the NIA clearly outlining the measures required for mitigating the adverse impact. Environment Clearances from MOEF/State Govt. Authorities, etc. shall be obtained by the Consultant.
5. Prepare site plan (layout plan) showing contours, features and services and facilities available, general layout of buildings and services, preliminary sketch and design with drawing, giving details of useful areas, services areas, circulation area and total plinth area identifying soil condition, climatic condition and preliminary estimate to provide information in respect of magnitude of work and its component and service and cost of all such items involved. The Architect firm/Consultant should submit the preliminary design and design basis Report and modify it if considered necessary by NIA. Site inspections for finalization of the above details shall be conducted by the Architect firm/Consultant.
6. Prepare plinth area rate estimate as per CPWD norms. The estimate shall also include the non-PAR items on prevailing market rate along with justification and specification.

7. Obtain the approval of NIA for (5 & 6) above and supply 6 copies of approved site plan (Layout Plan).
8. Preparation & submission of models (in the desired scale) and perspective views of the complete scheme as per requirement of NIA.
9. The consultant shall prepare and give presentations on the schemes as and when required by NIA and shall incorporate the changes desired by NIA without any extra cost.

**B. Preliminary Planning:**

1. Prepare Master Plan of entire complex/site and its approval from all statutory authorities.
2. The Consultant shall coordinate between various state agencies and other stakeholders in order to incorporate requirements and considerations. The Consultant shall coordinate the preliminary design of all components of proposed structures with other agencies.  
Preliminary planning of all internal and external utility services like water supply, sewerage, storm water drainage, electrical, HVAC (Heating, Ventilation and Air-conditioning) Fire Alarm & Fire-fighting appliances, acoustics, telephone conduit, landscaping, rain water harvesting, development plans showing roads, paths, parks, paved areas, drains, culverts, compound walls, external lighting, lifts, interior design and graphic signage, security system, telecommunication system etc. indicating scope, specifications and costs separately of such sub-head. The scope of work shall be as defined above; however, NIA reserves the right to exclude any of the above services from the scope of the Consultants' work.
3. Collection of all data regarding existing services in the area like Sewer, Power, Water supply, Metro, Rail/ Roads. The Consultant shall also conduct a survey regarding the number and type of existing trees at the proposed site. The master plan/ layout of buildings/ amenities shall be prepared in such a way that the maximum number of existing trees can be retained at site. The consultant shall provide the above details in writing for approval of the Engineer In-charge along with tree planting and transplanting scheme as per the requirement of the project site.
4. Integration of Site Services with existing services in the area like Sewer, Power, Water supply, etc. This requires liaisoning with statutory authorities.
5. Prepare the DPR covering the following:
  - Detailed Architectural & flowchart drawings.
  - The Consultant shall prepare a Design Basis Report for all components including services that are part of this agreement. The Consultant shall identify necessary existing conditions, soil condition, climatic condition and usage requirement in considerations while formulation the design basis report.
  - The Consultant shall provide Detailed Technical Specification of each work as a part of the Preliminary Design Report which will act as a reference for the Contractor(s) to carry out detailed design activities.
  - Bills of quantities based on preliminary design of various components duly priced along with take-off sheets. All estimates shall be prepared on the basis of the Central / state schedule of rates, norms wherever applicable and on the basis of market rate analysis where Central / state schedule of rates etc. are not applicable. These estimates should be comprehensive and should include all items as per drawings and

specifications. Detailed analysis for the item not included in the state schedule of rates/DSR etc. shall have to be submitted.

- The Architect/Consultant may include provision for physical and price contingencies, interest during construction and other financing costs, pre-construction expenses etc. The Architect/Consultant shall prepare the Cost estimates and BOQ for the purpose of assistance in the tendering process for contractor(s). The Consultant shall be responsible for accuracy of the BOQ items.

The consultant shall supply six copies of the same with the preliminary drawings to NIA.

- Submit market rate analysis for Non-Schedule Items supported with Quotations.
- Submit the proposal to local body complete as per requirement of local bodies including preparation of Model/Presentation of Model etc. if any.
- Obtain the approval of layout plan & drawing from the competent authority, statutory body, if necessary, according to the local Acts, laws, Regulations etc. and make any changes desired by such authorities. The approved/modified layout plan and drawings are to be submitted to NIA.
- The consultant will incorporate eco-friendly building materials like fly ash bricks, low VOC paints, energy efficient equipment & fixtures etc. as per prevailing government rules. As per MoE&F guidelines, the consultant shall incorporate the Fly Ash products such as cement, concrete, bricks, blocks, tiles etc.
- The Consultant shall incorporate the principles of Life Cycle cost in the design in line with GFR Rules 2017-Rule No 136.
- To prepare & submit required set of Tender Documents to call tender for Civil and MEP Services for appointment of Contractor, Scope of work, Tender Drawings, BOQ, Estimates, Specifications, Design Basis Report, Stage Payment schedule, Schedule of Finishes, List of makes etc. The payment schedule shall include all the items of work which are required to be executed as per the scope of work of the project.
- Preliminary Electrical/Mechanical Drawings / Design Calculations for all the components of the schemes including getting approvals from the concerned authorities.
- Detailed Technical specifications for all the non-scheduled items proposed in the schemes.
- Any other drawings/information's/details required for completion and execution of work but not mentioned above.
- The consultant shall discuss all the points/shortcomings/new requirements, if any, with the Local bodies/ Govt/ Authorities/NIA/ State/Central Govt. and shall take their concurrence on all the observations.
- If any new component is to be added to the scheme, the consultant shall collect all the data, shall get done all the surveys/investigations/tests required for the planning/designing of additional component and nothing extra shall be payable on this account.
- Undertake site visits or to attend meetings to collect details/data/information required for planning purposes, holding necessary discussions with NIA representatives/local bodies and obtaining requirements of the Project and attending meetings with officials of Local bodies/Govt. Authorities/State/NIA/Central Govt. or any other agency, as and when required.
- Preliminary Design Services are required for reviewing the alignment, locations, construction methodology, finalize packaging of civil work and other works,

prequalification of contractor for civil works, preparation of tender documents for civil and other works including preliminary designs and bid process management.

- Interaction and Coordination with NIA team on preliminary designs and tender documents etc.
- Preliminary designs for civil work must be consistent with system designs and be good for tender document. This will cover all scope as defined in tender documents including Estimation of cost of all packages/works.
- Consultant shall ensure that all the approved makes for each respective items to be used in the works are proposed by them, Make in India (MII) only. In case, where reputed MII makes are not available, names of only imported/foreign makes shall not be specified, instead requisite specifications of the materials shall be given in the tenders.

## **II Working Drawing Stage:**

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

This will include:

- a) Preparation of Design basis Report including working and detailed architectural drawings and detailed estimate as per the latest Delhi Schedule of Rates of CPWD(DSR) or any other Standard Schedule of Rates (SOR) for civil work, electrical works and CPWD specifications for civil works, General specifications for electrical works Part I (Internal), Part II (External), Part III (Lifts and escalators), Part IV (Wet riser and sprinklers system), Part V (HVAC works), and other CPWD specifications for services for all items of the above work, including internal and external utility services, along with details of quantities (Bill of quantities), supporting calculations and Preliminary structural design / for whole of the work or in part of to facilitate call of tender in stages by NIA. For items not covered by the schedule of rates the Architect/Consultant would provide detailed specifications, description of the item and market rates.
- b) To prepare & submit good for construction architectural drawings & visit the sites of work regularly as per requirement of Local bodies Authorities/NIA/State/Central Govt. to solve the problems of site & issue necessary clarifications/details of the Project.
- c) Analysis of rates for Schedule and non-schedule items on current market rates of materials, labour and POL.
- d) Obtaining approval of local authorities, if any, and make changes required by them
- e) Preparation & submission of Detailed specifications & list of makes for all the equipment to be installed at site.
- f) Structural designs of various components of buildings / structures provided by contractors shall be proof checked by the Engineering consultant on behalf of NIA. He shall also sign over the Good for construction structural/MEP/Services drawings.

## **III. Construction Stage:**

- a) The Consultant shall provide all technical assistance in providing any further clarifications, details, designs and drawings required by the contractor(s) during the Detailed Design Stage

and address any queries raised by the contractor(s) for all components & services/utilities. The Consultant shall act as an interface or coordination agency between Client and the contractor(s) during the handholding period for the Detailed Design Stage

b) The Consultant shall review and approve Detailed Design and GFCs prepared by the contractor(s) and ensure that all the preliminary design aspects and parameters have been adhered to.

c) Supply to NIA six copies of the detailed working architectural drawings free of charge for use during execution of work.

d) Supply to NIA further drawings, specifications or details which may be required for proper execution of work.

e) Obtaining approval from any statutory body/local Govt. Body like Pollution Control Board, Environmental clearance etc. as applicable to this project for execution of work or for designs/drawings of the scheme.

f) Obtain NIA's approval for any material deviation in design, cost, working drawings, schedule and specifications from the approved scheme.

g) Carrying out all modifications /deletions /additions / alterations /in design /drawing / documents as required by Local Bodies Authorities /State / NIA /Central Govt. or any other authorities as applicable for proper execution of works at site till completion and handing over of the project to the client.

h) Provide BOQ, Specifications, detailed analysis for any extra / substituted items and their justification.

i) Undertaking site visits or to attend meetings during execution of the project to ensure adherence of execution as per detailed drawings and specifications, including sorting out problems and issue necessary clarifications at site including preparation & submission of additional drawings and details for proper execution of work at site shall have to be borne by the consultant and shall be covered within his quoted/negotiated fees and nothing extra shall be payable on this account. After each site visit the Architect should confirm that the work is being executed as per drawings & specifications and deviations if any shall be brought to the notice of NIA.

#### **IV. Completion Stage:**

a) Obtaining completion and occupation certificates, wherever necessary from the local bodies after completion of work and inspection by Municipal and supply the same to NIA. For this purpose, any assistance required from NIA / its Contractor will be extended to the consultant. **Any statutory fee payable to local bodies for the issue of completion certificate shall be borne by NIA.**

b) Prepare completion drawings; including 1:100 scale plans elevations and cross sections etc. indicating the details of the building and all internal and external services as completed and supply 4 sets of completion drawings to NIA and also hand over the original of the completion drawings to NIA. The changes, if any during the execution of work will be intimated by NIA to the consultants for preparation of the above drawings.

c) Preparation & submission of completion reports, Operation & maintenance manual, completion of as built drawings and documents for the project as required and acceptable to NIA and Clients/local bodies/or any other authorities applicable including getting 'completion certificate' from concerned authorities, as required.

d) Assist NIA in Arbitration/Litigation case(s) that may arise out of the contract entered into, in respect of above work, regarding clarifications/interpretations, supply of drawings, designs, specifications as and when required. The consultants' role will be limited to these clarifications only and unless specifically required by the Arbitrator/Court, he shall not be required to participate in actual Arbitration/Litigation proceedings.

#### **4.0 Payment of Remuneration:**

##### **3.1. Remuneration:**

The fee of Architect/Consultant includes planning, preliminary designing and periodical supervision during construction of the project, travel expenses towards periodical supervision, for attending meetings with NIA/visits to local authorities, etc. by the Architect/Consultant and or by their technical persons.

The fees should also include cost of providing local representative (Architect / engineer) for liaising work and all expenses shall be borne by the consultant. All payments shall be made in Indian currency only.

##### **3.2. The Consultancy Fee:**

NIA agrees to pay the Architect firm/Consultant fees for the professional services to be rendered by them as herein above described at 3 (I), II, III, & IV in clause - 3 "Detailed Scope of Work". The payment of fee to the Architect firm/consultant shall be restricted to the Lumpsum fees quoted by him.

##### **3.3. Mode of Payment:**

**Milestone payment schedule for various activities is as under:**

<b>Sl. No.</b>	<b>Milestone Achieved</b>	<b>Extent of Payment / Percentage of Payable Fee on the quoted Lumpsum Price.</b>
<b>01</b>	Preparation of Conceptual Project Report including Site (Layout) Plan, elevation, section along with 3D view of Classroom Building (G+1) and services, Conceptual drawings of the proposed building, Preliminary Estimate, giving Presentations on the schemes to NIA and incorporating modifications, if any, Obtaining its approval from NIA.	<b>10%</b>
<b>02</b>	Collection of all documents required for PMC Building sanction, Preparation of required drawings and submitting of project for approval of PMC in all respects, correcting changes as suggested by the PMC authorities and obtaining the commencement certificate. i.e. Preparation of required drawings and approval from all local / Statutory authorities, Preparation Perspective views / walkthrough etc.	<b>10%</b>



<b>03</b>	Preparation and Submission of all architectural drawings, structural drawings from licensed structural engineer including Design basis report, finishing schedules, details of all services including MEP, IT, HVAC, Fire Fighting, Landscaping, Security etc. including drawings indicating complete scope, Obtaining its approval from NIA. Submission of take-off sheets, complete Tender Documents including BOQ, Technical Specifications, List of recommended makes, Drawings, Analysis of rates, Detailed Estimate. etc.	<b>30%</b>
<b>04</b>	Proof checking of structural design, internal and external utility services	<b>10%</b>
<b>05</b>	During the execution of work (on pro-rata basis) Commensurate with the value of the work executed.	<b>20%</b>
<b>06</b>	After obtaining final completion certificate from PMC along with final checking of the completed work free from all snags and preparation and submission of built drawings.	<b>10%</b>
<b>07</b>	Balance with EMD of Rs.25000.00 will be retained as security deposit and will be released after 3 months from final date of completion of work.	<b>10%</b>

All the payments due to the consultant shall be made online and no cheques / draft shall be issued.

### **5.0 Additions, Alterations and Variation:**

- NIA 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 consultants shall comply with such requests without any extra cost.
- No extra payment shall be made to Architect/Consultant by NIA on account of such Additions & Alterations as enumerated above, provided the total built up area remains same.
- The consultant shall not make any material deviation, alteration, addition to or omission from the work except without first obtaining the written consent of NIA.

### **6.0 Taxes and duties:**

6.1 The contract price is inclusive of all taxes, duties, cess and statutory levies payable under any law (as applicable on the date of submission of bid) by the Architect in connection with execution of the contract.

The contract price will be adjusted prospectively for any increase / decrease in the GST rate on works contract notified by Government of India.

6.2 Notwithstanding anything contained in clause 6.1 the Architect/consultant shall ensure payment of appropriate tax on the supplies made under the contract. The consultant shall take registration under the applicable enactment levying tax on supply of goods or services under the contract and issue invoice having all the particulars prescribed under the applicable provisions of the law, including description of goods/services, rate and amount of tax paid or

payable on the supplies made under the contract, so that NIA can avail credit of such tax, wherever applicable.

The consultant shall comply with all applicable provisions of Goods and Service Tax (GST) levied by Union Government and State Governments (CGST, UTGST, SGST and IGST). The consultant shall get himself registered and discharge his obligations for payment of taxes, filing of returns etc. under the appropriate provisions of law in respect of all the tax, duties, levies, cess, etc. NIA would have the right to seek necessary evidence that the consultant is registered under the law and duly discharging its obligations under the tax law, enabling NIA to avail input tax credit.

6.3. In case any law requires NIA to pay tax on the contract price on reverse charge basis, the amount of tax deposited by NIA would be considered as paid to the consultant and, accordingly, the price payable to the consultant would stand reduced to that extent.

6.4. In case the consultant does not deposit the tax payable on execution of the contract or has not provided the tax invoice to NIA showing the amount of tax or has not uploaded the document in computerized tax network as per prevailing law, leading to non-availability of inputs credit of the tax to NIA, the amount equivalent to such tax shall be deducted from the contract price.

6.5. Stamp duty and registration charges, if any, payable on the executed contract document, shall be borne by the consultant.

6.6 Tax deduction at source as applicable towards Architectural Services/Consultancy Charges, shall be made by NIA as per law applicable from time to time from the amount payable to the consultant.

6.7. The consultant has to register himself in GST Act as per applicable law and submit the details as per annexure-XIII under Section-6.

## **AGREEMENT FORM**

This agreement made this day of -----(Month)----- (Year)-----, between the National Insurance Academy, Baner Road, Balewadi, NIA P.O., Pune – 411 045 hereinafter called ‘NIA’ represented by the Chief Administrator, Authorized Representative, on the one part and -----(hereinafter referred to as the “Consultant” which expression shall unless the context requires otherwise include its administrators, successors, executors and permitted assigns) of the other part.

WHEREAS, NIA, has desirous of construction of “-----” (hereinafter referred to as the “PROJECT”) and had invited tenders as per Tender documents vide NIT No. ----- Date -----and Corrigendum No. -----& Amendment No. -----dated ----- uploaded on website for Engaging Architects / Architectural Firms for Architectural planning, Designing and Detailing -----.

AND WHEREAS ----- had participated in the above referred tender vide their TECHNICAL & Financial Bid ----- dated ----- and subsequent clarifications vide letter ----- dated ----- in response to NIA’s letter No. ----- dated -----.

NIA has accepted their aforesaid tender and awarded the contract for Consultancy Services for Architectural planning, Designing and Detailing of ----- vide Letter of Award No. ----- dated -----which have been unequivocally accepted by -----vide their acceptance dated ----- .

NOW THEREFORE THIS DEED WITNESSETH AS UNDER:

#### ARTICLE 1.0 – AWARD OF CONTRACT

##### 1.1 SCOPE OF WORK

NIA has awarded the contract to -----for the work of Architectural planning, Designing and Detailing of ----- as per contract document defined in Article 2.0 below. The award has taken effect from 10thday of issue of aforesaid Letter of Award (LOA). The terms and expressions used in this agreement shall have the same meanings as are assigned to them in the “Contract Documents” referred to in the succeeding Article.

#### ARTICLE 2.0 – CONTRACT DOCUMENTS

2.1 The contract shall be performed strictly as per the terms and conditions stipulated herein and in the following documents attached herewith (hereinafter referred to as “Contract Documents”).

- a) NIA’s Notice Inviting Tender vide NIT No. ----- Dated ----- comprising tender document (Section --- to -----).
- b) Corrigendum No. -----& Amendment No. ----- dated -----.
- c) -----Vide Technical & Financial Bid -----dated -----.
- d) NIA letter no. ----- Dated -----.
- e) -----Clarifications vide letter ----- dated -----.

2.2 NIA’s Letter of Award----- dated -----

2.3 Minutes of the kickoff meeting held on -----.

2.4 All the aforesaid contract documents referred to in Para 2.1 to 2.3 above shall form an integral part of this Agreement, in so far as the same or any part thereof column, to the tender documents and what has been specifically agreed to by NIA. Any matter inconsistent therewith, contrary or repugnant thereto or deviations taken by the Consultant in its "TENDER" but not agreed to specifically by NIA in its Letter of Award, shall be deemed to have been withdrawn by the Consultant without any cost implication to NIA. For the sake of brevity, this Agreement along with its aforesaid contract documents and Letter of Award shall be referred to as the "Contract".

#### ARTICLE 3.0 – CONDITIONS & CONVENANTS

3.1 The scope of Contract, Consideration, terms of payments, advance, security deposits, taxes wherever applicable, insurance, agreed time schedule, compensation for delay and all other terms and conditions contained in aforesaid contract documents. The contract shall be duly performed by the Consultant strictly and faithfully in accordance with the terms of this contract.

3.2 The scope of work shall also include all such items which are not specifically mentioned in the Contract Documents, but which are reasonably implied for the satisfactory completion of the entire scope of work envisaged under this contract unless otherwise specifically excluded from the scope of work in the contract documents.

3.3 Consultant shall adhere to all requirements stipulated in the Contract documents.

3.4 Time is the essence of the Contract, and it shall be strictly adhered to. The progress of work shall conform to agreed works schedule/contract documents.

3.5 This agreement constitutes full and complete understanding between the parties and the terms of the presents. It shall supersede all prior correspondence to the extent of inconsistency or repugnancy to the terms and conditions contained in Agreement. Any modification of the Agreement shall be effected only by a written instrument signed by the authorized representative of both the parties.

3.6 The total Consultancy fee for the entire scope of this contract as detailed in Letter of Award (LOA) is -----% ( ----- percent only) is inclusive of GST on actual cost of the project on completion or cost approved as per DPR or Estimated cost whichever is Lower, which shall be governed by the stipulations of the contract documents.

#### ARTICLE 4.0 – NO WAIVER OF RIGHTS

4.1 Neither the inspection by NIA or the Engineer-in-Charge or Client or any of their officials, employees or agents nor order by NIA or the Engineer-in-Charge for payment of money or any payment for or acceptance of, the whole or any part of the work by NIA or the Engineer-in-Charge nor any extension of time nor any possession taken by the Engineer-in-Charge shall operate as waiver of any provisions of the contract, or of any power herein reserved to NIA, or any right to damage herein provided, nor shall any waiver of any breach in the contract be held to be a waiver or any other or subsequent breach.

#### ARTICLE 5.0 – GOVERNING LAW AND JURISDICTION

5.1 The Laws applicable to this contract shall be the laws in force in India and jurisdiction of Delhi Court (s) only.

#### 5.2 Notice of Default

Notice of default given by either party to the other party under the Agreement shall be in writing and shall be deemed to have been duly and properly served upon the parties hereto, if delivered against

acknowledgment due or by FAX or by registered mail duly addressed to the signatories at the address mentioned herein above. IN WITNESS WHEREOF, the parties through their duly authorized representatives have executed these presents (execution whereof has been approved by the Competent Authorities of both the parties) on the day, month and year first above mentioned at -----

For and on behalf of:  
(Name of Architect firm/Consultant)

For and on behalf of:  
M/s NIA Pune.

WITNESS:

- 1.
- 2.

- 1.
- 2.

**ANNEXURE – I**

## **AFFIDAVIT**

(To be submitted by Architect/Consultant on non-judicial stamp paper of Rs. 100/- (Rupees Hundred only) duly attached by Notary Public)

Affidavit of Mr.....S/o.....  
R/o ..... I, the deponent above named do hereby solemnly affirm and declare as under:

1. That I am the Proprietor/Authorized signatory of M/s ..... Having its Head Office/Regd. Office at .....
2. That the information/documents/Experience certificates/Bank Guarantee(s) submitted by M/s..... along with the tender for ..... (Name of work).....To NIA (India) Ltd. are genuine and true and nothing has been concealed.
3. I shall have no objection in case NIA verifies those from issuing authority (ies). I shall also have no objection to providing the original copy of the document(s), in case NIA demand so for verification.
4. I hereby confirm that in case, any document, information & / or certificate submitted by me found to be incorrect / false / fabricated, NIA at its discretion may disqualify / reject / terminate the bid/contract and also forfeit the EMD / All dues as per NIA policy.

I, ....., the Proprietor / Authorized signatory of M/s..... do hereby confirm that the contents of the above Affidavit are true to my knowledge, and nothing has been concealed there from..... and that no part of it is false.

Verified at .....this.....day of .....

DEPONENT

ATTESTED BY (NOTARY PUBLIC)

## **ANNEXURE-II**

## **ACCEPTANCE OF TENDER CONDITIONS**

From: (To be submitted in ORIGINAL on the letter head of the company by the authorized officer having power of attorney/as per Board Resolution)

To

NIA Pune

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(Sub: Name of the work & NIT No.:

Sir,

1. This is with reference to above referred tender. I/We have read/viewed all the tender terms & conditions and are pleased to submit our tender for the above work and I/We hereby unconditionally accept the tender conditions and tender documents in its entirety for the above work.
2. I/we are eligible to submit the bid for the subject tender and I/We are in possession of all the documents required.

Yours faithfully,

(Signature of the tenderer)  
With rubber stamp

Dated \_\_\_\_\_

**Annexure-III**

## GENERAL INFORMATION

01	Name of Applicant/Company	
02	Address for correspondence	
03	Official e-mail for communication	
04	Contact Person: Telephone Nos. Fax Nos. Mobile	
05	Type of Organization: a) An individual b) A proprietary firm c) A firm in partnership (Attach copy of Partnership) d) A Limited Company (Attach copy of Article of Association) e) Any other (mention the type)	
06	Place and Year of Incorporation	
07	Details of Registration of Proprietor/Partners/Directors with various Institutions	
08	Name of Directors/Partners in the organization and their status along with their qualifications.	
09	Name(s) of the persons along with their qualification and designation, who is authorized to deal with NIA (Attach copy of power of Attorney)	
10	Organization Chart of Key Personnel	
11	Details of Awards/Appreciations supported with document to be submitted	
12	Bank Details	
	Name of the Bank: Account Number: IFS Code: Name & Address of the Branch: MICR Code:	

**Signature of Architect/Consultant with Seal**

## Annexure-IV



## **Organization setup of the company**

**(Details to be furnished in the following format)**

<b>S. No.</b>	<b>Name</b>	<b>Designation</b>	<b>Qualification</b>	<b>Professional Experience and details of work carried out</b>	<b>Years with firm</b>	<b>Remarks</b>
01						
02						
03						
04						
05						
06						
07						
08						
09						
10						

**Signature of Architect/Consultant with Seal**

**Annexure-V**

**Tender for: -----**

**DETAILS OF EXPERIENCE CERTIFICATES FOR THE  
WORK EXECUTED DURING LAST 5 YEARS**

<b>S. N.</b>	<b>Name of work and its location</b>	<b>Name of Client</b>	<b>Date and No. of Completion Certificate</b>	<b>Date of Start</b>	<b>Date of Completion</b>	<b>Cost of the Work on completion</b>	<b>Value of TDS in case of Private Work</b>	<b>Reference and Page No. of Documentary Proof of the detail missing in completion certificate</b>
01								
02								
03								
04								
05								
06								

1. Certified that the Completion Certificates of above works are enclosed with the Tender Documents.

2. Details mentioned in the above Form are as per Completion Certificates and have not been presumed.

If any detail is not mentioned in the Work Completion Certificate, documentary proof of detail is to be submitted and uploaded on Tender Website along with the Completion Certificate.

**Signature of Architect/Consultant with Seal**

**Annexure-VI**

**Name of the Client with Address, email & phone no.**

**Dispatch No.....**

**Date: .....**

**PROFORMA FOR WORK EXPERIENCE CERTIFICATE FROM CLIENTS**

**Name of Consultant: -----**

<b>1</b>	Name of work/project location				
<b>2</b>	Name and Address of Clients				
<b>3</b>	Agreement Amount				
<b>4</b>	Cost of work on Completion				
<b>5</b>	Date of Start				
<b>6</b>	Stipulated date of completion				
<b>7</b>	Actual date of completion				
<b>8</b>	Amount of compensation levied for delayed completion, if any				
<b>9</b>	Type of work: Residential / Non / Residential Building				
<b>10</b>	Built Up Area of Residential Component				
<b>11</b>	Built Up Area of Non-Residential Component				
<b>12</b>	Total Built Up Area (Residential + Non-Residential)				
<b>13</b>	Maximum Height of any Building of this work				
<b>14</b>	Maximum no of storeys of any building of this work				
<b>15</b>	Performance Report	<b>Outstanding</b>	<b>Very Good</b>	<b>Good</b>	<b>Poor</b>
<b>A</b>					
<b>B</b>					
<b>C</b>					
<b>D</b>					
<b>E</b>					

Name & Designation:

Signature with Seal of the Issuing Authority:

Date:

**Annexure-VII**

**Tender for: -----**

**DETAILS OF SIMILAR WORKS EXECUTED DURING LAST 5 YEARS**

S. No.	Name of Work for which Experience Certificate has been submitted	Name of Clients	Date and No. of Completion Certificate	Type of Work i.e. Residential or Non-Residential	No. of Basements	No. of Storey	Height of Building	Ref. & Page No. of Documentary Proof of the detail missing in completion certificate

**If any detail is not mentioned in the Work Completion Certificate, documentary proof of detail is to be submitted and uploaded on Tender Website along with the Completion Certificate.**

**Signature of Architect/Consultant with Seal**

## Annexure-VIII

Name of Architect/Consultant-----

### TURN OVER FOR LAST THREE YEARS

I. Financial Analysis: This certificate is to be uploaded in Original along with the Bid Documents.

S.N.		1 st FY Rs. (In Lacs)	2 nd FY Rs. (In Lacs)	3 rd FY (Last day of preceding Financial Year) Rs. (In Lacs)	Average Annual Turnover Rs. (In Lacs)
		<b>a</b>	<b>b</b>	<b>c</b>	<b>a+b+c / 3</b>
1	<b>Financial Year</b>				
2	Annual Turnover for the Financial Year (FY)				

II. Summarised page of Profit & Loss Account of previous three Financial Years is to be enclosed.

**Signature of Chartered Accountant  
with Seal**

**Signature of the Architect/Consultant  
with Seal**

## Annexure-IX

## TDS DETAILS FOR PRIVATE SECTOR PROJECTS

S. No.	Name of work	Name of Clients	Project Cost in Crores	Ref. No. and Date of issue of Completion Certificate	Cost of the work on completion in crores	Total Consultancy Fee for the Project in Lakhs	Payments received as per TDS in Lakhs	TDS Corresponding to the payments	Year wise TDS as per Form 26AS relating to the work

**Note:** Value of Work done will be considered commensurate with TDS Certificates.

In case of multiple contracts undertaken from a client, details of TDS/Form 26AS for each work mentioned above need to be segregated and given separately.

This form needs to be supported with Form-26AS taken in HTML Format or Form-16A

**Signature of Architect/Consultant with Seal**

## Annexure X

### Details of Associate Consultants

<b>S. No.</b>	<b>Description</b>	<b>Details</b>
<b>1</b>	Structural Consultant	
<b>2</b>	Façade Designer	
<b>3</b>	Interior Designer	
<b>4</b>	Electrical Consultant	
<b>5</b>	Plumbing & Fire Consultant	
<b>6</b>	Acoustic Consultant	
<b>7</b>	Traffic & Parking Consultant	
<b>8</b>	Environment Consultant	
<b>9</b>	Green Building Consultant	
<b>10</b>	Lighting Consultant	
<b>11</b>	HVAC Consultant	
<b>12</b>	Landscape Consultant	
<b>13</b>	Audio Visual Consultant	
<b>14</b>	I.T. System Consultant	
<b>15</b>	Consultant for any other special Work	

**Signature of Applicant with seal**

## FINANCIAL BID

**NAME OF ARCHITECT FIRM/CONSULTANT: -----**

Sr. No.	Description	Amount
01	<b>The Fees for rendering ARCHITECTURAL &amp; ENGINEERING CONSULTANCY SERVICES for the Construction of Classroom Building as per the Scope of Work and The Terms and Conditions of the TENDER/CONTRACT DOCUMENT.</b>	
	Proposed Construction of G+1 building suitable to accommodate at least 75 students on each floor in a single classroom.	
	No. of Proposed Classrooms – 2 (One on each Floor)	
	NIA will provide land demarcation only. Already applied for Land Demarcation to the respective authority.	
	Proposed Construction Area per Floor – 1950 SFT (Approx.)	
	Total Proposed Construction Area – 3900 SFT	
	The finalization of the layout and elevation, 3D view along with services will undergo multiple iterations of revision. The finalized layout should comply with all requirements of the building permission laid down by Pune Municipal Corporation and AICTE's requirements for educational institutes.	
	Except for Land Demarcation all further approvals like title reports, zoning, including all legal activities necessary and required for building permission will be done by Architect/Consultant.	
	NIA will provide the required (Available) documents for submission to the respective Govt. authorities from time to time. On finalization of the layout, required drawings are to be prepared and submitted to the Building Permission Department of Pune Municipal Corporation, for approval.	
	Commencement Certificate with sanctioned plans must be obtained from the Building Permission department of PMC.	
	All necessary payments against all the government challans, stamps and affidavits if any shall be made by NIA.	
Architect/Consultant will be required to engage the required professional services like structural engineers, licensed electrical engineers, estimators and MEP consultant etc.		



	All the drawings and designs pertaining to the specific fields shall be made by the responsibility of Architect/Consultant. The payment for their services will be borne by the Architects.	
	All Drawings are to be prepared in Auto CAD format, PDF and to be submitted in pen drive / CDs with four sets of hard copies.	
	Old drawings will be shared by NIA for reference.	
02	<b>Estimated/Projected Charges towards Architectural &amp; Engineering Consultancy Services. (A)</b>	<b>Rs.7,86,240.00</b>
03	<b>Offered percentage</b> _____ % (in words: _____ percent) Above* / Below* / At Par* (Strike out whichever is not applicable) <b>on above Projected Cost. i.e. +/- % on (A) above --- (B)</b>	<b>+/- Rs.</b>
04	Sub Total (C) = (A) +/- (B)	<b>Rs.</b>
05	GST 18% on (C) above (D)	<b>Rs.</b>
06	Grand Total (C+D)	