

PRESS ADVERTISEMEENT

SELECTION OF AN ARCHITECT/CONSULTANT

Bureau of Indian Standards wants to take up renovation and modernization of its Testing Laboratory buildings and associated infrastructure located at B-69, Phase VII, Industrial Focal Point, Mohali. Sealed offers are invited from reputed architects/consultants having experience in construction/renovation/modernization of testing laboratory buildings for providing detailed plans, estimates, preparation of tender documents, seeking approval from appropriate authorities, wherever necessary, for the above work, indicating their fees on percentage basis of cost of work.

Interested architects/consultants may obtain forms regarding conditions of engagement and other related documents from Head, NRO Lab, B-69, Phase VII, Industrial Focal Point Mohali on any working day. Details can also be downloaded from BIS website www.bis.org.in The last date for submission of the offer is

Bureau of Indian Standards reserves the right to accept or reject any or all the offers without assigning the reason thereof for which no claim shall be entertained.

Our Ref: NROL/BM

27.10.2006

SUBJECT: APPOINTMENT OF ARCHITECT/CONSULTANT

Dear Sir(s),

1. Bureau of Indian Standards intends to appoint an architect/consultant for providing consultancy services for renovation and modernization of BIS NRO Laboratory building with related infrastructure including civil, electrical, plumbing and sanitation and horticulture works. The work shall include preparation of detailed plans as per the requirements, preparation of cost estimates, obtaining approval from appropriate authorities wherever necessary, preparation of tender papers and assisting BIS for inviting tenders, scrutinizing and preparation of comparative statement of quotations received from the contractors for consideration of BIS (employer) for selecting the contractor for the job, making available required number of drawings to the contractor and BIS, supervision of work, verification of bills submitted by contractor and keeping their proper accounts and any other work. The provisional cost of renovation and modernization is estimated to be Rs.65 lacs.

2. Sealed offers are invited from reputed Architects/consultants having experience in construction/renovation/modernization of testing laboratory buildings. Proforma regarding conditions for engagement of architect/consultant is enclosed. The same should be signed on each page and submitted along with other documents in Envelope No.1.

3. Sealed offers will be received at BIS NRO Laboratory, B-69, Phase VII, Industrial Focal Point, SAS Nagar, Mohali-160051 upto 1500 hrs on 14 November 2006.

4. The offers should be submitted in two bid system with one sealed envelope containing complete details, qualification, experience and other parameters of the bidder excluding the financial aspect and the other sealed envelope should contain only the quotation for the fee. These envelopes should be superscribed with words “Technical bid” and “Financial Bid” separately. Both the envelopes should be contained in a large envelope superscribed “Offer for providing consultancy service for renovation and modernization of BIS NRO laboratory Buildings” On receipt of the offers, initially the technical bids of all the architects/consultants will be examined and short listed.

Financial bid of only those consultants/architects will be opened who meet the requirements specified under the technical bid. Preference will be given to architects/consultants having experience in construction/renovation/modernization of testing laboratory buildings.

5. A. ENVELOPE NO. 1 (TECHNICAL BID)

- a) Qualifications
- b) Year of establishment of the firm
- c) Details of technical staff
- d) Details of the project undertaken during last three years. It should include works of similar nature in hand or completed and their costs. This should clearly indicate the works undertaken for construction/renovation/modernization of testing laboratory buildings. Completion certificates for the above should clearly indicate the scope and nature of work carried out and the value of various components of works as executed. The completion certificate should be attested by the issuing authority with stamp.

Similar Works means works related to construction/renovation/modernization of testing laboratories buildings

- e) Latest income tax clearance certificate
- f) Terms and conditions, if any
- g) Earnest money in the form of a Demand draft for Rs.10000.00 in the name of “Bureau of Indian Standards” payable at Chandigarh.
- h) List of arbitration cases, if any.
- j) The Agreement and Conditions (at 2 above) enclosed with this letter, duly signed and stamped on each page as a token of acceptance.

B ENVELOPE NO. 2 (FINANCIAL BID)

Professional fees, as percentage of total cost of work (stages of payment given in conditions for engagement enclosed, for information). Price quoted by the tenderer shall be firm inclusive of all levies, service tax and any other tax etc. No escalation in price would be permitted on any ground. No commercial or technical condition or qualifications of any sort shall be indicated in this envelope, otherwise the offer shall be summarily rejected.

- 6 Envelope No. 1 will be opened on the closing date in the presence of such tenderers or their duly authorized representatives as may like to be present at 1530 hrs at the address indicated at 3 above.
7. The date and time of opening of Envelope No. 2 in case of tenderers found eligible shall be intimated separately.
8. Earnest money deposit of Rs.10000/- (Rupees Ten thousand only) must accompany the technical bid (Envelope No.1) through demand draft in favour of the Bureau of Indian Standards payable at Chandigarh, otherwise it shall be rejected. In the event of the offer being accepted the earnest money shall form a part of the retention money and shall be adjusted while settling the final bill.
9. The offer shall remain open for acceptance for a period of 90 days from the date of opening of the Envelope No. 2
10. Bureau of Indian Standards reserves the right to accept or reject any or all offers without assigning any reason thereof for which no claim shall be entertained.

(R.NARULA)
HEAD

PROFORMA

AGREEMENT & CONDITIONS FOR ENGAGEMENT OF ARCHITECT/CONSULTANT

1. ARTICLES OF AGREEMENT made this_____ (date)_____ between Bureau of Indian Standards, B-69, Phase VII, Industrial Focal Point, Mohali(Employer) of the one part and M/s_____(hereinafter called the Architect/Consultant) of the other part.

1.1 WHEREAS the Bureau of Indian Standards hereby appoints M/s_____ as the Architect/Consultant for renovation and modernization of NRO Lab building situated at B-69, Phase VII, Industrial Focal Point, Mohali

2. SERVICES TO BE RENDERED BY THE ARCHITECT/CONSULTANT

2.1 The Architect/Consultant shall perform the work mentioned below specified by the Employer and render in connection therewith all the professional services covering in particular the following:

- a) Preparation of master plan for the whole project on the basis of Employer's requirements and discussions with various testing sections;
- b) Preparation of plans of the various components of the project including typical sections, elevations, perspectives, specifications, and preliminary estimates of cost;
- c) Preparation of all necessary documents and follow up for obtaining approval from the appropriate authorities, wherever required for the renovation and modernization work at all stages;
- d) Providing consultations for any of the components of the project, if required by the employer, at no additional cost to the employer;
- e) Detailed plans, elevations, structural calculations and drawings, detailed specifications and detailed cost estimates;
- f) The work shall also include preparation of detailed plans for the electrical works after assessing the load requirements for various testing sections. The work shall involve various plumbing/sanitary works for the renovation of the toilets and water supply for various testing sections. The work shall also involve various landscaping/horticulture works. The existing columns of the building are also required to be examined to assess the damage/deterioration and the work shall also include their suitable strengthening;.
- g) Detailed and full size sketches, drawings and such other documentation as are required for the proper execution of the work;

h) Preparation of tender papers, contract drawings including complete details such as:

- i) Proposal(Tender documents)
- ii) Instructions to tenderers
- iii) Proposal forms
- iv) Employer-Contractor Agreement etc.

i) Issuing of certificates of completion of work in consultation with the Employer and getting them approved by the municipal or appropriate authorities, wherever required;

j) Preparation of two complete sets of all working drawings and plans as actually completed including all installations and completion drawings for the Employer ;

k) Doing all that is necessary to satisfactorily complete the renovation and modernization work in accordance with the drawings, specifications and contracts including general administration of the project such as:

- i) Scrutiny and tabulation of proposals
- ii) Checking shop drawings and inspection of samples
- iii) Issuing change orders;
- iv) Keeping and certifying accounts including verification of the bills of the contractors and
- v) Supervision and inspection of the work as defined in this agreement to ensure that the work is completed in accordance with the contract(s)

2.2 The Architect/Consultant shall not make any alterations, deviations, addition to or omission from the approved design, rates and estimates without the approval of the Employer and all instructions to the contractor(s) affecting the rates and provisions of contract shall be provided through the Employer

3. SEQUENCE OF WORK AND TIME SCHEDULE

3.1 The Architect/Consultant shall execute his responsibility according to the following sequence of work and time schedule

<u>Item of Work</u>	<u>Time Schedule(Maximum Period)</u>
a) Preparing preliminary plans for the entire project and obtaining Employer's approval and Suggestions for modifications	15 days from the date of signing of this agreement.

- b) Preparation of master-plan, detailed layout plans of various floors for various civil and electrical works and submission of plans for the various components of the project including typical sections, elevations, perspectives, specifications in accordance with any modification as suggested by the employer and submitting the same for approval to various authorities and getting the same approved. 15 days from the completion of stage 3.1(a)
- c) Preparation of detailed plans, sections elevations,. calculations, detailed specifications, estimates and schedules. Design of all aspects of the project including obtaining necessary approvals at all stages whenever modifications are made to approved plans and revised approvals are required to be obtained and preparations of tender papers such as 15 days from the completion of state 3.1(b)
- i) Proposals (Tender documents)
 - ii) Instructions to tenderers
 - iii) Proposal Forms
 - iv) Employer-contractor Agreement etc.
- d) Inviting tenders for various components of the project , scrutiny and preparation of comparative statements of tenders received for consideration of employer for appointment of contractor(s) and making available required number of sets of working drawings to the contractor 15 days after stage 3.1(c)
- e) Supervising the execution of the work to see that the work is being carried out in accordance with detailed drawings and doing all that is necessary for satisfactory completion of the project, obtaining completion certificates from local authorities wherever required, verification of bills of the contractors, and issuing certificates of payments in favour of various contractors, issuing final certificate of payment on completion of the project including submitting required number of sets of architectural and structural drawings for Employer's future reference and records. Three months after stage 3.1(d)

4. FEES AND MODE OF PAYMENT

- 4.1 The Architect/Consultant shall be paid by the Employer a fee of _____ percent of the total cost of the project in installments as follows:

Stage	Amount(% of the Architect/ Consultant Fees)
a) Upon approval of the employer for preliminary plans for the entire project as per 3.1(a) & (b)	5%
b) Upon completion of the work for item 3.1(c)	5%
c) Upon completion for work on items 3.1(d) and preparation of contract drawings including full size details	10%
d) During the progress of work (on monthly basis)	The percentage of the fee agreed to on the basis of the value of work executed after deducting 10% of each running bill (which will be paid under item 4.1(e) and subject to adjustment of the advance paid in 4.1(a) to 4.1(c)
e) After the project is completed in all aspects and necessary certificates obtained and clause 2.1(i) and (j) complied with or six months after date of completion of work, whichever is later	Balance of the amount to be paid

5. LIABILITY OF THE ARCHITECT/CONSULTANT FOR STRUCTURAL STABILITY AND SAFETY

- 5.1 The Architect/consultant shall undertake the full responsibility for structural stability and safety of the structure to withstand various civil and electrical works for the renovation and modernization. The Architect/Consultant shall ensure that all drawings, designs, specifications, plans, estimates and other documents are prepared and furnished to suit the local conditions of the site in the most economical manner. The Architect/Consultant shall also indemnify BIS that if any loss is suffered by BIS due to defective drawings, designs, specifications, estimates or any other documents supplied by them, within 6 months of the date of completion of work, the cost of reconstruction including revised designs shall be borne by them subject to maximum of the consultancy fee. The date of completion of work will be as recorded by the representative of the Employer after the contractor has completed his work.

6. CLERK-OF-WORKS/ENGINEER

- 6.1 The architect/consultant shall be responsible to ensure that the works are being executed in accordance with the provisions of the contracts including the quality of the materials and workmanship, measurements and certifications for payment. For this purpose a suitable Clerk-of-works/Engineer will be appointed by the Architect/Consultant for day to day supervision of the work and coordination with various testing sections and paid by him.

The Clerk-of-works/Engineers shall be supplied by the Architect./Consultant with copies of all documents and instruments issued to the contractor(s) relating to work including a copy or agreements, specifications, bill of quantities etc.

7. FEES TO LOCAL AUTHORITIES

- 7.1 Any fees that may have to be paid to local authorities for sanction of plans and the cost of advertisement to invite tenders shall be borne by the Employer against proper receipts.
8. The Employer and the Architect/Consultant each bind themselves their partners, successors, executors, administrators and assigns the other party to this agreement and to the partner, successors, executors, administrators and assigns of such other party in respect of all covenants of this agreement. Except as above, neither the Employer nor the Architect/consultant shall assign, sublet or transfer his interest in this agreement without the written consent of the other party.
9. All designs, drawings, bill of quantities, specifications etc. to be prepared by the Architect/Consultant shall be completed by them within the time as mentioned in the time schedule. Immediately on finalization of Agreement, the Architect/Consultant shall prepare a time bound programme of work in stages in consultation with Employer for completion of the various aspects of the works. In case for reason beyond the control of the Architect/Consultant the work cannot be completed within the stipulated period of time the Employer, if requested by the Architect/Consultant may at its discretion extend the time for such period as the Employer may deem fit and proper.
10. The work shall be proceeded with according to stipulated time with due diligence and the time shall be deemed to be the essence of the contract on the part of the Architect/Consultant. In default, the Employer shall be competent to terminate the contract and the Architect/Consultant may be debarred from participation in any job of Bureau of Indian Standards.
11. In case the Architect/Consultant fails to complete the work within the contract period or extended period as agreed by BIS, liquidated damages @ 1% per week of the total fees subject to a maximum of 10% of the total fees payable, shall be levied on the Architect/Consultant. BIS shall be entitled to deduct such damages from the dues that may be payable to the architect./Consultant.

12. All expenses for the visits paid by the Architect/Consultant in connection with planning, designing obtaining approval from BIS and appropriate authorities till the completion of the work and also the visits during construction work are included in the fee mentioned in clause 4.1 and no extra fee towards above will be payable.
13. The Architect/Consultant shall be fully responsible for evolving safe, economic, technically sound and correct design and shall ensure that the planning and designing of the work carried out are based on the latest IS specifications, legislations, building bye-laws, CPWD specifications and sound engineering practice, as applicable.
14. The statutory deduction of income tax, service tax or other taxes/duties , as applicable shall be made from the payment released to the Architect/Consultant from time to time and the same are deemed to be included in the Architect/Consultant fee and nothing extra shall be payable.
15. Should the architect/consultant commit any breach of terms, conditions covenants herein contained the Employer shall have its right and be entitled to terminate the agreement and hold the Architect/Consultant liable for loss and damages.
16. All papers, drawings, designs etc. prepared by the Architect shall be the property of the Employer.
17. The Architect/Consultant shall exercise all reasonable skill, care and diligence in the discharge of the duties and obligations agreed to be performed by them under the agreement. The Architect/Consultant shall not, without the prior approval of the Employer, make any modification of the works.

The Architect/Consultant shall have close liasoning with the Employer at all stages of the work assigned to them.

18. This agreement between the Architect/consultant and the Bureau may be terminated any time by the either party upon giving one month's notice to the other, in which case the accounts will be settled for such stages completed in accordance with the rates for payment by installments as stipulated in Clause 4. The Employer will be free to carry on and execute such works in accordance with the Architect/Consultant drawings or after making additions and alterations thereto as may be considered necessary by the Employer.
19. In case of any dispute arising out of this agreement between the parties with regard to the interpretation or working of this agreement or the rights, liabilities or duties, the matter shall be referred to the Sole Arbitrator to be appointed by DG ,BIS whose decision shall be final and binding on both the parties.
20. BIS shall not be responsible for any delay/stoppage of work due to force majeure conditions like natural calamities, civil disturbance, strike, war etc and the losses suffered, if any, by the Architect/Consultant on this account.

21. JURISDICTION

21.1 For all proceedings out of or relating to or touching this agreement only courts in Chandigarh shall have jurisdiction.

22. DUTY STAMPS

22.1 The Architect/Consultant shall bear the stamps duty on this document and its registration fees and charges.

The Architect/Consultant and the Bureau hereby agree to the full purpose of the covenants contained herein;

IN WITNESS WHEREOF, the parties here to have executed this agreement the date and year first above written.

**For and on behalf of the
Bureau of Indian Standards**

For and on behalf of Architect/Consultant

Witness:

1.

2.

Witness

1.

2.