

## **Notice Inviting Tender through CPPP**

**For**

Providing Third Party Quality Assurance (TPQA) Service  
for Various Construction Works at Permanent Campus of  
National Institute of Pharmaceutical Education and Research  
(NIPER) Ahmedabad

**at**

**NATIONAL INSTITUTE OF PHARMACEUTICAL EDUCATION  
AND RESEARCH (NIPER) AHMEDABAD**



Situated at  
Opp. Airforce Station, Palaj, Gandhinagar – 382355, Gujarat, India  
Phone: 079-65181200

**Tender Reference Number: NIPER-A/NIT/2025-26/02**

**Date of Publication: 27<sup>th</sup> September 2025**

**Last Date of Submission: 20<sup>th</sup> October 2025**

## **NOTICE INVITING TENDER (NIT)**

National Institute of Pharmaceutical Education and Research Ahmedabad (hereafter referred as “NIPER Ahmedabad”) an autonomous organization established by the Department of Pharmaceuticals, Ministry of Chemicals and Fertilizers, Government of India invites Online Bids from reputed and experienced organizations (Central/State Govt. organizations, Central PSUs, State PSUs, their subsidiaries, IITs, NITs but not WAPCOS and CPWD or any of their parent or sister organizations/bodies) for Providing Third Party Quality Assurance (TPQA) Service for various Construction Works at Permanent Campus of National Institute of Pharmaceutical Education and Research Ahmedabad (NIPER-A).

S.N.	Particulars	Details
1.	Tender Reference No.	NIPER-A/NIT/2025-26/02
2.	Mode of Tendering	Two bid system (Technical and Financial bids separately)
3.	Mode of Submission	Online
3.	Name of the Work	Providing Third Party Quality Assurance (TPQA) Service for various Construction Works at Permanent Campus of Pharmaceutical Education and Research Ahmedabad (NIPER Ahmedabad)
4.	Location	NATIONAL INSTITUTE OF PHARMACEUTICAL EDUCATION AND RESEARCH (NIPER) AHMEDABAD, Opposite Airforce Station, Palaj, Gandhinagar -382355, Gujarat, India
5.	Contracted value of the Project and Estimated cost of TPQA Service	Contracted Value of the Project – Rs. 25 Cr approx. Estimated Cost of TPQA Service – 1% of 25 Cr i.e. Rs. 25 Lakhs approx.
6.	Estimated period of TPQA Service	Period of 12 months followed by defect liability of 12 months (Depends on the Projects)
7.	Earnest Money Deposit (EMD) /Security Deposit (Refundable)	2% of the estimated cost of TPQA Service – Rs. 50,000 (Hardcopy of the EMD is to be submitted within 5 days of the Bid submission end date)
8.	Performance Security	5% of the quoted value of TPQA Service Fee
9.	Details for EMD/PBG	Director, NIPER Ahmedabad
10.	Bid Submission Start Date and Time	27 <sup>th</sup> September 2025 & 03:00 PM
11.	Pre-bid Meeting Date and Time	06 <sup>th</sup> October 2025 at 11:30 AM
12.	Pre-bid Meeting Venue	Physically at NIPER Ahmedabad, Opposite Air Force Station, Palaj, Gandhinagar – 382355, Gujarat
13.	Bid Submission End Date and Time	20 <sup>th</sup> October 2025 and 10:00 AM
14.	Period for Bid Validity	180 days
15.	Technical Bid Opening Date	21 <sup>st</sup> October 2025 and 11:00 AM

\* In the case of Govt. Holiday, next working day shall be considered

At any time prior to the deadline for submission of bids, this Institute reserves the right to amend the tender documents / terms by issuing addendum or corrigendum on the website only. The prospective bidders are advised to keep checking the institutes / CPP website for any update in respect of this tender.

**Note:** In case of any further details required, you may contact:

**Registrar,**

NIPER-Ahmedabad,

Opp. Air Force Station, Palaj,

Gandhinagar 382355, Gujarat

[registrar@niperahm.ac.in](mailto:registrar@niperahm.ac.in)

079-65181200

(Except Saturday & Sunday) between 09.00 am to 06:00 pm.

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**Definitions:** In this document the following words and expression have their meaning here by assigned to them.

<b>Bidder</b> means any Central/State Govt. organizations, Central PSUs, State PSUs, their subsidiaries, IITs, NITs but not WAPCOS and CPWD or any of their parent or sister organizations/bodies) who is participating in this bid as a sole bidder.
<b>CPWD:</b> Central Public Works Department acting through Executive Engineers
<b>WAPCOS:</b> Water and Power Consultancy Services (India) Limited.
<b>Construction Agency:</b> The Construction Agency engaged by CPWD/ WAPCOS.
<b>Institute</b> means NATIONAL INSTITUTE OF PHARMACEUTICAL EDUCATION AND RESEARCH (NIPER) AHMEDABAD
<b>TPQA Consultant</b> means the bidder who is selected as per the evaluation process to carry out the TPQA work.

## ***SECTION – I: INVITATION OF NIT***

### **1. Background**

National Institute of Pharmaceutical Education and Research Ahmedabad (NIPER Ahmedabad) invites tenders from reputed and experienced organizations (Central/State Govt. organizations, Central PSUs, State PSUs, their subsidiaries, IITs, NITs but not WAPCOS and CPWD or any of their parent or sister organizations/bodies) for Providing Third Party Quality Assurance (TPQA) Service for various Construction Works at the Permanent Campus of NIPER Ahmedabad under phase 2.

NIPER Ahmedabad at Gandhinagar has partly developed permanent campus at Palaj, Gandhinagar where phase 1 work is almost completed and phase 2 work is in progress. The construction of Phase-2 of campus development is being undertaken by Institute as under: -

- a) Construction of Canteen building and retaining wall surrounding existing student hostel building and canteen building at NIPER, Ahmedabad – An execution by CPWD for amount of Rs 6 crore.
- b) Construction & upgradation of lower ground floor in CIF and CB building at National institute of Pharmaceutical Education and Research (NIPER) Ahmedabad- An execution by WAPCOS for amount of Rs 5.22 crore.
- c) Construction of Center for Medical Devices at National Institute of Pharmaceutical Education and Research (NIPER) Ahmedabad - An execution by WAPCOS for amount of Rs 12.82 Crore.
- d) Installation of GF Tensile Structure and Lawn Development in the Celebration Lawn at NIPER Ahmedabad for amount of Rs 25 lakh.
- e) Repairs And Renovation of NIPER-A Old Building Block for an amount of Rs 75 lakh.

The above works have been planned for execution under Phase-2. To ensure adherence to the prescribed quality standards in the construction and to ensure to meet the given time frame NIPER Ahmedabad desires to empanel / and engage a professional firm for undertaking third party quality assurance (TPQA) services for the above works. Institute is targeting three-star GRIHA rating or more for the planned projects.

## 2. Contact information

Provided in the NIT Schedule on Page 3.

## 3. How to apply

The Notice Inviting Tender (NIT) is published on the Central Public Procurement Portal (<https://eprocure.gov.in/eprocure/app>), and proposals shall be received online only through the said portal.

In order to apply online, bidders must be registered on the portal (see Annexure-2 for detailed guidelines) and possess a valid Class II/III Digital Signature Certificate (DSC) in the company's name, in the form of a smart card, e-token, etc., which is a prerequisite for both registration and bid submission. The bidders shall be required to upload digitally signed documents in .pdf format; alternatively, each page may be physically signed, scanned, and uploaded in .pdf format, ensuring that a single consolidated .pdf file is uploaded for the purpose of technical bid evaluation.

**Bidders are strictly advised not to disclose the financial bid in the Technical Bid Cover, as any such disclosure shall lead to rejection of the bid, and uploading of illegible documents may also result in rejection.** The financial bid shall be submitted strictly as per the procedure of the CPPP and shall remain unopened until completion of the technical bid evaluation, in accordance with the procedure outlined in this NIT.

## 4. How to send the proposal

All bid proposals must be submitted only online through the Central Public Procurement Portal as per the deadlines provided in the NIT schedule.

The bid proposals will not be accepted in person or through mail/ courier etc. Please note that the Institute will not take any liability for bid proposals received late or not received at all due to any reasons including delay in procurement of DSC, delay in registration on CPPP, non-availability of network etc.

**NOTE:** All documents submitted by the bidders in their bid proposals shall become the property of the Institute and may be used without making any reference to the bidders.

For any further clarifications, the bidders can contact the Institute as per the contact details given in the NIT schedule. For any assistance regarding the Central Public Procurement Portal, a 24x7 helpline number (+91-120-4493395, +91-120-4001002 or +91-120-4001005) may be used by the bidders.

***(END OF SECTION-I)***

## ***SECTION – II: TERMS AND CONDITIONS***

### **1. Aim and objectives of TPQA and TPQA Consultant**

The main aim of the TPQA Consultant will be to act as an onsite representative of NIPER Ahmedabad during construction in achieving highest quality standard of materials, workmanship, finish and time-bound construction.

The Objectives are:

- a) To monitor that construction is carried out as per the processes, sequencing, and quality control measures mentioned in the agreement between CPWD, WAPCOS and the construction agency, and method statements submitted by the contractor to CPWD, WAPCOS.
- b) To inspect the site, generate reports and highlight areas of concern on quality of materials, workmanship and finishing at all stages of construction.
- c) To check that construction is carried out as per drawings and specifications as per contract between CPWD, WAPCOS and construction agency and as per the agreement and transmittals from NIPER Ahmedabad to CPWD, WAPCOS.
- d) To monitor dimensional and geometrical integrity, material and system integrity, performance and constructional integrity and visual and textural integrity.
- e) To help achieve the best quality and execution of work within the prescribed time schedule.
- f) To monitor the construction timelines and bring any significant deviation to the notice of Institute early enough so that corrective actions may be taken.
- g) To check all the RA bills and the final bills submitted by the PMC for their authenticity and provide a statement of recommendations for the deductions/approval of the eligible amount.

### **2. The site**

Primarily, development and construction work of phase-2 which comprises of:-

- a) Construction of Canteen building and retaining wall surrounding existing student hostel building and canteen building at NIPER, Ahmedabad – An execution by CPWD for amount of Rs 6 crore.
- b) Construction & upgradation of lower ground floor in CIF and CB building at National institute of Pharmaceutical Education and Research (NIPER) Ahmedabad- An execution by WAPCOS for amount of Rs 5.22 crore.



- c) Construction of Center for Medical Devices at National Institute of Pharmaceutical Education and Research (NIPER) Ahmedabad - An execution by WAPCOS for amount of Rs 12.82 Crore.
- d) Installation of GF Tensile Structure and Lawn Development in the Celebration Lawn at NIPER Ahmedabad for an amount of Rs 25 lakh.
- e) Repairs And Renovation of NIPER-A Old Building Block for an amount of Rs 75 lakh.

The construction work will be executed by a construction agency engaged by CPWD & WAPCOS. Total built-up area to be constructed is approximately 4000m<sup>2</sup> for Canteen Building, Centre for Medical Devices Buildings, Lower ground floor of CIF and CB buildings and RCC retaining wall of 300 metre length including External Engineering Services and internal and external MEP works. The execution of TPQA work is estimated to be stretched over a period of 12 months followed by Defect Liability Period of 12 months as such total period of TPQA contract is 24 months. The Institute shall reserve its rights to change the built-up area of proposed construction.

### **3. Information and guidelines for bidders**

#### **3.1 General**

This NIT shall be submitted online only and in two-bid system:

- a) Cover-I: PQ cum Technical-Bid
- b) Cover-II: Price Bid [BoQ]

**A bid from a bidder that provides any financial bid details in Cover-1 shall be summarily rejected.**

- 3.2 This NIT involves Rate quoted by the bidder. The applications shall be evaluated by an evaluation committee based on the criteria defined by NIPER Ahmedabad. Letter of transmittal and forms for deciding eligibility are given in the annexures.
- 3.3 All information called for in the enclosed forms should be furnished against the relevant columns in the forms. If for any reason, information is furnished on a separate sheet, this fact should be mentioned against the relevant column. Even, if no information is to be provided in a column, a 'nil' or 'no such case' entry should be made in that column. If any particulars/query is not applicable in case of the bidder, it should be stated as 'Not applicable'. The bidders are cautioned that not giving complete information called for in the application forms or not giving it in clear terms or making any change in the prescribed forms (or) deliberately suppressing the information or if uploaded documents are not

legible, may result in the bid being summarily disqualified. Bids must only be made as per the process outlined in this document. Bid proposals sent through any other channels such by post, by email, by telegram, by telex or any other mode other than the Central Public Procurement Portal will not be entertained. Further any bid made after the last date/time of making the proposals shall not be entertained.

- 3.4 The bid should be type-written/computer printed. The bidder (s) should sign each page of the application or the entire PDF file may be digitally signed as per IT Act.
- 3.5 Overwriting should be avoided. Correction, if any, should be made by neatly crossing out, initialing, dating and rewriting. Pages of the Eligibility criteria documents are numbered. Additional sheets, if any added by the bidder should also be numbered by him. They should be submitted as a package with signed letter of transmittal.
- 3.6 References, information and certificate from the respective clients certifying suitability, technical knowledge or capability of the bidder should be signed by an officer not below the rank of Executive Engineer/Project Manager or equivalent.
- 3.7 The bidder may furnish any additional information, which he thinks is necessary to establish his capabilities to successfully complete envisaged work. He is, however advised not to furnish superfluous information. No information shall be entertained after submission of eligibility criteria document unless it is called for by NIPER Ahmedabad.

#### **4. Method of application**

- 4.1 If the bidder is a corporation, PSU the bid shall be signed by a duly authorized person holding power of attorney for signing the application and certified copy of such power of attorney shall also be furnished. The bidder should also furnish a copy of Memorandum of Articles of Association duly attested by a Public Notary.
- 4.2 In place of the affixing the pen signatures on the bid proposals, the PDF files may be digitally signed with the DSC in the name of the signer (as specified above) as per the provisions of IT Act. The DSC must be provided by a recognized CA for this purpose and must be in the name of the signer. The bid proposal which is not duly signed as mentioned above or by authorized signatory shall be treated as non-responsive and shall be summarily rejected.
- 4.3 If any information furnished by the bidder is found incorrect at a later stage, it shall be liable to be debarred from tendering/taking up of works in any institute under **MoCF in future forever**. The institute reserves the right to independently verify any of the particulars furnished.

## 5. Submittals of NIT

The bidder shall submit the following documents in Cover-I as part of the bid:

- a) Duly signed Letter of Transmittal on company's letter head as per format given in Annexure-1.
- b) Duly certified Financial Information as per format given in Annexure-4.
- c) Income Tax Return Acknowledgement (ITR-V) for the years 2019-20, 2020-21, 2021-22, 2022-23 & 2023-24.
- d) Duly signed Solvency Certificate by a scheduled bank as per format given in Annexure- 5.
- e) Details of similar works as per format given in Annexure-6.
- f) Details of project under execution as per format given in Annexure-7.
- g) Performance report of the works referred to in Annexure-6 as per format given in Annexure-8.
- h) Structure and organization as per format given in Annexure-9.
- i) CV of key personnel proposed to be engaged in the project as per format given in Annexure-10.

The bidder must submit the following in Cover-II **(online on CPP Portal Only)**:

**Financial Bid as per format given in Annexure-13 which must be filled online (BoQ) on CPP Portal.**

## 6 Final decision-making authority

Director NIPER Ahmedabad reserves its right to accept or reject any bid and to annul the process and reject all bids at any time without assigning any reason or incurring any liability to the bidders.

## 7 Particulars provisional

The particulars of the work given in Section III: are provisional. They are liable to change and must be considered only as advance information to assist the bidder(s).

## 8 Site visit and Tender Document

- i. The bidder is advised to visit the site of work, at his own cost, and examine it and its surroundings and collect all information that the bidder considers necessary for proper assessment of the prospective assignment.

The tenders concluded by the CPWD, WAPCOS for: -

- a) 1 Construction of Canteen building and retaining wall surrounding existing student hostel building and canteen building at NIPER, Ahmedabad – An execution by CPWD for amount of Rs 6 crore.
- b) Construction & upgradation of lower ground floor in CIF and CB building at National institute of Pharmaceutical Education and Research (NIPER) Ahmedabad- An execution by WAPCOS for amount of Rs 5.22 crore.
- c) Construction of Center for Medical Devices at National Institute of Pharmaceutical Education and Research (NIPER) Ahmedabad - An execution by WAPCOS for amount of Rs 12.82 Crore.

can be viewed by the bidder kept in the REGISTRAR, NIPER AHMEDABAD's office or at central Public Procurement portal.

**Initial criteria for eligibility**

The bidder who fulfils the following requirements shall be eligible to apply. Should have successfully rendered Quality Assurance Consultancy Services or Project Management Consultancy for the works/Projects of magnitude as follows during the last 7 years ending previous day of last date of submission of NIT.

One similar completed cost of work not less than **Rs. 20 Crores**

Or

Two similar completed cost of work not less than **Rs. 15 Crores**

Or

Three similar completed cost of work not less than **Rs. 10 Crores**

- ii. "Cost of work" in this criterion shall mean completed cost of project (excluding the TPQA charges) in which Quality Assurance Consultancy services rendered by the bidder.
- iii. "Similar work" in these criteria means "Quality Assurance Consultancy services/Project Management Consultancy services rendered for Construction of RCC framed Residential or Non-Residential Buildings including campus development Works".

The executed works should be in the sole name of firm/bidder for this bid. The works executed in joint ventures of any other kind shall not be accepted as similar work.

The value of the construction projects for the TPQA work executed shall be brought to current costing level by enhancing the actual value of work done at simple rate of 7% per annum for each completed year; calculated from the date of completion to previous day of last date of submission for bids.

The bidder's performance for each work completed in the last seven years ending previous day of last date of submission of bid should be certified by an officer not below the rank of Executive Engineer / Project Manager or equivalent. For the works carried out for private firms, the bidder must enclose copy of the TDS certificate in addition to the completion certificate.

- iv. The bidder should have average Annual Financial turnover of **Rs. 13 lakhs** for TPQA services only during the **any three of last five** financial years ending 31st March 2024, duly certified by Chartered Accountant.
- v. The bidder must not be a loss-making organization. Copies of ITR-V for the last five financial years must be attached with the bid.
- vi. The bidder should have a **minimum solvency of Rs. 10 lakhs** certified by the Bank.
- vii. The bidder should have sufficient number of Technical and Administrative employees for the proper execution of the contract. The bidder should submit a list of these employees stating clearly how they would be involved in this work within 15 days of award of work.

## 9 Evaluation criteria

9.1 The details submitted by the bidder will be evaluated in the following manner: -

The initial criteria prescribed above in respect of experience of eligible similar class of works completed, key personnel and financial turn over will first be scrutinized and the bidder's eligibility for the work be determined.

9.2 Final selection of the Consultant will be based on the combined total of their Technical and Financial Scores, with 70% weightage given to technical score and 30% weightage given to financial score.

9.3 The bidder's qualifying the initial criteria as set out above will be evaluated for following criteria by scoring method as specified in Annexure-3 based on details furnished by them:

(a)	Financial Strength (Form 'A' & 'B')	Maximum 15 marks
(b)	Experience in eligible similar nature of work during last seven years (Form 'C', Form 'C-1')	Maximum 20 marks
(c)	Experience of key Personnel (Form 'E' and 'E-1')	Maximum 20 marks
(d)	Performance/Quality on works (Form 'D')	Maximum 15 marks
(e)	Presentation	Maximum 30 marks
	Total	100 marks

- 9.4 The presentation will be invited to be made only by top 05 bidders (or all if the number of bidders is less than 5) determined based on aggregate of marks in [10.3 (a) to (d)] with maximum marks of 70. To be eligible for further scrutiny, a bidder must obtain a

total of 42 marks or above in [10.3 (a) to (d)]. A bidder must also secure at least 50% marks in each criterion listed in [10.3 (a) to (d)].

9.5 The bidder will be given marks [10.3 (e)] on the basis of their presentation by Technical Expert Committee nominated/formed by the Institute. The details of the Presentation is given below in Point No. 16.

9.6 The technical score shall be computed based on the marks obtained in (10.3 a, b, c, d and e). The total marks obtained (Marks obtained in 10.3 a, b, c, d and e) for Technical proposal shall be called Technical Points (TP). The Technical Score (TS) of proposals shall be determined by the formula  $TS = 100 \times TP / TP_{\max}$  which shall yield a technical score of 100 for the bidder getting highest technical points ( $TP_{\max}$ ).

9.7 The lowest financial proposal (FP) shall be given a financial score (FS) of 100 points. The financial score (FS) of other proposals will be determined using the formula:  $FS = 100 \times FP / F$ , in which FS is the financial score, FP is the lowest fees quoted among all bidders, and F is the fees quoted by a bidder.

9.8 Proposals will be ranked according to their combined technical (TS) and financial (FS) scores using the weights. The weightage given to the technical and financial proposals will be 0.70, and 0.30 respectively. The Combined Score shall be calculated using the following formula:  $S = TS \times 0.70 + FS \times 0.30$

9.9 The work will be awarded to the bidder who scores highest combined scores.

9.10 The Institute, however, reserves the right to restrict the list of such qualified bidders to any number deemed suitable by it.

9.11 Evaluation of the performance of bidders for eligibility shall be done by an evaluation committee to be appointed by NIPER Ahmedabad based on the criteria defined and on the basis of documents submitted.

9.12 Even though any bidder may satisfy the above requirements, he would be liable to disqualification if he has: -

- a) Made misleading or false representation or deliberately suppressed the information in the forms, statements and enclosures required in the eligibility criteria documents.
- b) Record of poor performance such as abandoning work, not properly completing the contract, financial failures/weaknesses or inadequate deployment of resources etc.

## **10 Financial information**

Bidder should furnish the following financial information:

10.1 Annual financial statement for the last five financial years (ending in March 31st) in Form 'A'

as given in Annexure 4 and

10.2 Solvency certificate in Form 'B' as given in Annexure 5.

## **11 Experiences of similar works**

Bidder should furnish the following.

11.1 List of eligible similar work successfully completed during last seven years in Form 'C' (as given in Annexure 6) and ongoing works in Form 'C-1' (as given in Annexure 7).

11.2 Particulars of completed works and performance of the bidder duly authenticated/certified by an officer not below the rank of Executive Engineer/Project Manager or equivalent, should be furnished separately for each work completed in Form-'D'(as given in Annexure 8). For the works carried out for private firms, the bidder must enclose copy of the TDS certificate in addition to the completion certificate.

## **12 Organization information:**

Bidder is required to submit the information in respect of his/her/their organization in Form- 'E' (as given in Annexure 9). Brief CV (indicating name, age, educational background, chronological list of experience, list of key projects for which the exposure is available etc.) of key personnel and their roles envisaged in this project are required to be submitted for evaluation in Form- 'E-1' (as given in Annexure 10).

## **13 Letter of transmittal:**

The Bidder should submit the letter of transmittal (Annexure 1) attached with the document.

## **14 Presentation**

After evaluation of pre-qualification documents, a list of shortlisted bidders will be prepared. All the shortlisted bidders will have to make presentation before an evaluation committee appointed by NIPER Ahmedabad on a date intimated later by mail. The project manager shall deliver the presentation who will be heading the project. No other person shall be allowed to deliver the presentation. In case the project manager does not attend for making presentation the marks in presentation shall not be given.

**The presentation must be made on computers and must include all the salient features as listed below: -**

- Understanding of project and overall plan for the proposed consultancy services as

indicated in the scope of work. [5 marks]

- Methodology proposed to be adopted for the Quality Assurance (QA) and Quality Control (QC) for the building construction including services like MEP, Firefighting and HVAC, Lift, Solar heating systems etc. [5 marks]
- Proposed methodology and software application be used to track various project components delivery time and action items of various stakeholders and sending alerts (email), escalation to appropriate authority using customized software applications. [5 marks]
- Innovative methods for quality control measures. [5 marks]
- Key personnel proposed for the project and their CV and why are they suitable for the project (indication of strengths relevant to the project). [5 marks]
- Any additional work/services proposed to be carried out apart from what is mentioned in the scope of work.
- Approach to be taken for ensuring timely completion of the construction project. [5 marks]

Signed copy of the presentation should be submitted at the time of presentation and will be binding.

## **15 Award criteria**

15.1 The work will be awarded to the bidder who scores highest combined score as mentioned in para 10.

15.2 NIPER Ahmedabad reserves its right, without being liable for any damages or obligation to inform the bidder to:

- a) Amend the scope of work and value of contract.
- b) Reject any or all the applications without assigning any reason.

15.3 Any effort on the part of the bidder or his agent to exercise influence or to pressurize the Institute would result in rejection of his bid. Canvassing of any kind is prohibited.

## **16 Signing of agreement**

The bidder selected, will be required to sign the contract agreement within the time as stipulated in this document. The NIT documents, comprising of NIT, any amendments or clarifications and the bid proposal shall be deemed to form parts of the contract.

## **17 Performance guarantee**

Before signing the Agreement, the selected bidder shall be required to submit a "Performance Guarantee" in the form of an irrevocable Bank Guarantee from a Scheduled Bank amounting to 5%



of the estimated contract amount within 2 weeks from the date of the offer.

## **18 Ownership of material**

The ownership of all submitted materials of all bidder at whichever stage shall lie with the Institute.

## **19 Dispute resolution**

- a. All disputes or differences arising out of or in connection with the present contract including the one connected with the validity of the present contract or any part thereof should be settled by mutual discussions between the parties. NIPER-A and the Successful bidder shall make every effort to resolve, any disagreement or dispute arising between them under or in connection with the Contract by way of direct informal negotiation amicably.
- b. If the parties fail to resolve their dispute or differences by such mutual consultation within 90 (ninety) days of its occurrence the matter shall be referred to a committee comprising of the Director, NIPER-A, Ahmedabad, one of the representatives of successful bidder and one of the Executive Engineer from CPWD, Gandhinagar and the same will be resolved as per norms and procedure approved by Government of India. In this regard, the decisions arrived shall be final and binding on both the parties.

## **20 Validity of agreement**

- a. The validity period of the agreement shall be in line with the progress of the projects i.e. 24 Months comprising of 12 months of work execution and subsequent 12 months towards defect Liability Period.
- b. This agreement may be extended by NIPER Ahmedabad beyond 24 months according to the timelines of the project.
- c. Further, Institute reserves the right to reduce amount of manpower during extended completion period.
- d. The services of a TPQA Consultant shall be required up to the actual completion execution of work, taking over of the assets by NIPER Ahmedabad and finalization of the final bill.
- e. Extension of Time: Any period during which a party shall, pursuant to this contract complete any action or task shall be extended for a period equal to the time during which such party was unable to perform such action as a result of Force Majeure or for reasons not attributable to such Party. Also, extension of time will be given to TPQA Consultant, if the execution of the work continues beyond the stipulated date(s) of completion.

## **21 Termination of agreement**

The Agreement may be terminated at any time by either party by giving a written notice of one month. In the event of the termination of the agreement by NIPER Ahmedabad, the TPQA Consultant shall **not** be entitled to **any compensation** or **damages** by reason of such termination but **only to the fees for the milestones of services actually achieved** (Based on actual submissions) up to the date of notice. In case of termination by NIPER Ahmedabad for non-performance by the TPQA Consultant or the TPQA Consultant terminating on his own, the Performance Guarantee will be encashed and forfeited.

The Consultant will be evaluated by an internal committee of NIPER Ahmedabad. Part or full work may be withdrawn if performance of TPQA Consultant found unsatisfactory by giving one- month notice.

## **22 Transfer of interest**

So long as the Agreement subsists, the TPQA Consultant shall not assign, sublet or transfer their interest in this Agreement, without the written consent of the Institute.

***(END OF SECTION – II)***

### ***SECTION – III: SCOPE OF SERVICES***

#### **1 Detailed Scope of Work of TPQA Consultant:**

1.1 The scope of present NIT is to monitor that above construction is carried out as per the processes, sequencing, and quality control measures mentioned in the agreement between CPWD, WAPCOS and the construction agency, and Quality Assurance Plan submitted by construction agency which includes Work Method Statement, Checklists for execution of various items etc. TPQA Consultant will review the Quality Assurance plan and offer suggestion/ comments, if any, for corrective measures.

1.2 During construction, undertake inspection of site on regular basis and submit periodic (Monthly) Quality Assurance reports as per Annexure-11. These reports should highlight any non-conformity, deviation and shortfalls in the processes, sequencing, method of statements and decisions taken during meeting with respect to quality of material, workmanship and progress of work.

1.3 The TPQA Consultant shall monitor the project management schedule with respect to the milestones defined in the contract agreement between CPWD, WAPCOS and construction agency. Any delay shall be brought to the notice of NIPER Ahmedabad well in time so that a corrective action can be taken.

1.4 The TPQA Consultant shall be responsible to inform about the progress of the work to NIPER Ahmedabad at every stage of construction. The selected TPQA Consultant shall attend monthly meetings (and more frequently if needed) with NIPER Ahmedabad, CPWD, WAPCOS, contractors and highlight concerns raised in the inspection reports.

1.5 Apart from the specific activities as described above, the TPQA Consultant shall also advise NIPER Ahmedabad on the implementation and compliance of acceptable sound environment friendly practices on control of dust, noise, water, air and soil pollution due to construction activities, safety and security and hygiene at the construction sites etc.

1.6 TPQA Consultant will check the quality of material, quality of workmanship and finishing at all stages of construction. This includes but not limited to the inspection of the following.

- i. **Dimensional and geometrical integrity:** Works that are dimensionally inaccurate or out of line and level
- ii. **Material and system integrity:** Inspecting performance standards as applicable for materials, components (such as window-systems/door systems, tiling, fixing protocol for fittings etc.)
- iii. **Performance and constructional integrity at junctions where two different**

**materials meet:** Junctions between two elements (for example, expansion joints, joints where false ceiling meets civil edge or frame meets wall etc.

iv. **Visual and textural integrity of each material and surface:** Any foreign materials deposit, defacement of surfaces, blemishes on any surface/component/material (Cement on tile/paint on window frame/ scratches on window/blemish on stone etc.).

v. **Materials and its specification:** Any material being used at the sites shall be as per specification of the contract as well as functionally useful for the purpose.

1.7 TPQA Consultant shall intimate NIPER Ahmedabad and CPWD, WAPCOS if any instances of deviations from accepted quality of construction materials, workmanship and general quality of works at appropriate stages of construction. Matter of serious concern which may have perpetuating effect shall be intimated on the same date of observation as per format at Annexure-12.

1.8 Materials for which field-testing equipment is established at site, for that material 90% of the total test shall be done at the laboratory established at site by the construction agency and remaining 10% in outside laboratories. All samples of materials including cement concrete cubes shall be taken jointly by contractor in presence of CPWD, WAPCOS of which at least 50% of sample shall be taken and tested in presence of TPQA Consultant at field laboratory and related entries in test registers to be signed also. This 50% test of samples shall be witnessed for each item on daily basis. In case of doubtful results from field equipment, TPQA Consultant may recommend for independent Lab testing of any specific lot of materials to NIPER Ahmedabad and CPWD, WAPCOS. The Manufacturer's Testing Certificates of all the items shall also be reviewed by TPQA Consultant.

1.9 Sampling for the outside lab testing shall be sealed jointly by the Representative of Contractor, CPWD, WAPCOS and TPQA Consultant and forwarding letter shall be given to the contractor by CPWD, WAPCOS who will carry the sample and submit to the laboratory. TPQA Consultant will review all test reports coming from outside approved laboratory and offers comments, if any.

1.10 TPQA Consultant shall ensure that execution of work is carried out with sound engineering practice and laid down procedures as per CPWD, WAPCOS Specifications with up to date correction slips. TPQA Consultant will also randomly check the workmanship and methods adopted for completing the activities of work by construction agency and any shortcoming will be informed by the TPQA Consultant for rectification. For Assurance of workmanship, at least 25% of checklists of individual items as per Quality Assurance plan are to be witnessed and signed by the TPQA Consultant also.

1.11 In case of any practical difficulty in achieving desired specifications, remedial action will be suggested by TPQA Consultant. While rejecting any work because of substandard quality of

material or workmanship and finishing, remedial action will also be suggested by TPQA Consultant which is not limited to dismantling and redoing the work but also includes structural strengthening or other methods.

1.12 In addition to the above specific quality testing required by NIPER Ahmedabad for any of the work or material shall be carried out the next working day of requisition and report shall be furnished as soon as possible preferably the next working day of completion of the requisitioned test. The testing charges will be borne by NIPER Ahmedabad.

1.13 Post construction completion: Undertake final inspection and declare the construction of the building / services fit for use with the intended level of workmanship and finishes. Ensure accuracy of as-built drawings submitted by the contractor.

1.14 TPQA Consultant will submit a Time-lapse video/photography of the construction activity for the whole duration (time from start of construction to the completion of construction) of the construction for each of the buildings and services of NIPER Ahmedabad Permanent Campus. TPQA Consultant should make sure that the frame interval should be of 24 hours or less.

1.15 The team of TPQA Consultant on the role of it, will comprise of the following at the minimum:

S. No.	Designation	Min. Qualification	Min. Relevant Experience	No	Min. Inspection Schedule
1	Team Leader	B.E./B-Tech in Civil/Electrical	10 years	1	Refer Note-iv of para-1.15 (i.e. this para)
2	Engineer (Civil) to be posted at site	Diploma in Civil Or B.E. Civil	05 years	1	To be posted at site
3	Engineer (E&M) to be posted at site	Diploma in Electrical/Mechanical or B.E. Electrical/Mechanical	05 years	1	Refer Note-v of para-1.15 (i.e. this para)

**Note: -**

- i. Attendance Register for TPQA team to be deployed at site to be maintained in the office of REGISTRAR, NIPER AHMEDABAD.
- ii. In case, additional work is assigned as per Clause 10 of Section-II then additional manpower shall be deployed on mutual agreement.
- iii. Appointment of manpower by the TPQA will require assessment and approval of NIPER Ahmedabad.
- iv. The team leader shall visit at the frequency not less than once per week. Further he shall be available at site on call within 24 hours. Alternatively, Team Leader may be posted on site.
- v. The Engineer (E&M) shall visit at the frequency not less than once per week. Further he shall be available at site on call within 24 hours. Alternatively, Team Leader may be posted on site.

- vi. During defect liability period the manpower shall be reduced and the TPQA team need to visit site once in a month and give feedbacks on the defects cropped up after completion of construction.
- 1.16 The TPQA Consultant shall be responsible for accuracy of service provided by them. For the work the advice and/or opinion, if any, provided shall be with documentary proof of standards/laws/codes etc. However, the role of TPQA Consultant is advisory in nature and final decision for execution of work will be of the Engineer-in-charge, CPWD, WAPCOS, Gandhinagar.
- 1.17 TPQA shall submit non-compliance report to NIPER Ahmedabad on regular basis and advance copy of same may also give directly to executing agency.
- 1.18 The construction is envisaged to get three Star GRIHA rating. The TPQA shall monitor all GRIHA related activities and submissions.
- 1.19 TPQ agency shall prepare a WhatsApp group involving the NIPER authorities, CPWD / WAPCOS, construction agencies site engineers in which the day-to-day shortcomings in quality assurance be send with photographic / video evidences and the construction agencies / CPWD / WAPCOS feedbacks towards shortcomings be given acceptance or denial by TPQ agency. The compliance report to such shortcomings, compliances be covered in final monthly report which shall be prepared on such day-to-day observations.
- 1.20 The TPQA Consultant shall submit monthly reports as per the format given in Annexure-11 after award of work. The report shall contain information about the inspections done by TPQA Consultant in relation to the construction work. However, if TPQA Consultant finds any anomaly/ discrepancy which need immediate attention, it should be reported to NIPER Ahmedabad on the same day as per the format given in Annexure-12. In addition to this, TPQA Consultant will deliver presentation in every 30 days to summarize the activities and inspection done. TPQA Consultant shall also be responsible to provide the solution/suggestion of the anomaly/discrepancies observed during the inspection. In order to make sure the timely schedule of the construction, TPQA Consultant shall provide the solution/suggestions for the discrepancies within three days of the observation.
- 1.21 The TPQA shall vet all the bills submitted by WAPCOS and CPWD for their correctness, completeness and shall make their written recommendations for any deduction or payment to be made by NIPER-A.
- 1.22 All reports, presentations and other documents to be submitted in fulfillment of the scope of services, shall be as following.
- i. Three sets of printed copies, soft copies in the formats and scales as directed from time to time by the Institute or its authorized representative.
  - ii. All documents, reports and any other documents submitted in fulfillment of the scope of services

shall be prepared strictly as per provisions and guidelines issued by the NIPER Ahmedabad, and in accordance with the best practices and codes as applicable to such development.

iii. Team Leader shall inspect the site regularly and submit its report as per format in Annexure-11.

## **2. Schedule of Payment**

2.1 Payment for TPQA will be made commensurate to the payments made to the construction agency engaged by CPWD, WAPCOS.

2.2 Value of work for calculation of fee payable to TPQA shall exclude the following.

- i. Escalation due to change in labours rate/material/time delay, etc. shall not be part of work done.
- ii. Statutory charges to obtain various approvals.
- iii. Contributions of ESI/EPF payable to workers.
- iv. Contingencies, etc.

2.3 The payment shall be made to the TPQA Consultant based on fulfilment of obligations as per the agreement. The rates are inclusive of all charges but exclusive of GST. However, Government taxes as applicable shall be deducted at source on the amount paid at the prevailing rates. NIPER Ahmedabad shall issue a certificate of tax deducted at source (TDS) in due course of time if required by TPQA Consultant.

## **3. Compensation for deficiency in services**

3.1 In event of total default/failure by the TPQA Consultant in providing the services, NIPER Ahmedabad reserves the right to get the services executed by any other party at the risk and cost of the TPQA Consultant. The following activities shall attract compensation which shall be deducted from the scheduled bill for consultancy services:

3.2

S.N.	Activities	Compensation
1	Report Submission	If there is any delay in submission of reports, NIPER Ahmedabad may impose a penalty by deducting upto 0.1% of Contract Amount per report per week of delay. (Maximum 0.25% of the Contract Amount per report)
2	Absent from duties	For any reason whatsoever, if any team member remains absent from duty for a cumulative period of more than 15 working days in a year or more than 5 working days at one time, the TPQA Consultant shall deploy personnel of equal or higher qualification and experience under

		the intimation to NIPER Ahmedabad. In event of the failure of the Consultant to do so, deduction of per day penalty as specified in the para 4.2 of Section-III in NIT for the duration and the member being absent.
3	Conduct quality control measures and QA	The NIPER Ahmedabad may conduct independent quality monitoring and checking of works carried out by construction agency and quality assured by TPQA Consultant. If such checks disclose that works do not meet the specified requirement, NIPER Ahmedabad will not pay TPQA Consultant for the affected portion. In addition to that NIPER Ahmedabad will impose a penalty up to 10% of Contract Value and without entitlement to payment of further fees in this scope of work. The Institute may at its own discretion discontinue with the TPQA Consultant and forfeit the performance guarantee in such cases.
4	Performance of the team members	If the service of any team member provided by the TPQA Consultant is not acceptable to the NIPER Ahmedabad, TPQA Consultant to be obliged to replace the team member within 30 days of given such notice. If TPQA Consultant fails to quickly deploy/ replace a team member as instructed, NIPER Ahmedabad may make temporary arrangement. The temporary deployment/replacement of person shall be paid by NIPER Ahmedabad with commensurate reduction of 1.5 times payments made by NIPER Ahmedabad from the fee payable till TPQA Consultant provides an acceptable replacement/ team member.
5	Checking of as built drawings	If any discrepancies are found in the as-built drawings after checking by the TPQA, 5% of contract value shall be deducted from fee payable to TPQA Consultant.

### 3.2 Penalty for Absence from duties

S. No.	Designation	Per person Per day Penalty in Rs.
1	Team Leader	5,000/-
2	Engineer (Civil) to be posted at site	3,500/-
3	Engineer (E&M)	3,500/-



#### 4. Effectiveness, Checking quality of construction

Contract will commence from 7th day of issue of the work order and will remain effective till the actual completion of the work and defect liability period.

4.1 The list of works to be undertaken is as under:

S No.	Name of Work	Approx. Buildup Area (Sq m)
1.	Construction of Canteen building and retaining wall	1000
2.	Construction & upgradation of lower ground floor in CIF and CB building	800
3.	Center for Medical Devices	2200
Total		4000 Sq.m
Roads & culverts, boundary wall, fencing and allied services / infrastructure / Landscaping work		Will be devolved by PMC as per contract

**Note:** The above broad scope of the work is mentioned to give the applicants only an idea of the type of work NIPER-A may undertake.

- a) The buildup area indicated above may change significantly higher or lower depending upon the designs approved by the Institute.
- b) NIPER-A will have the option to award any one or more works to more than one agency.
- c) **The work at Serial No. 1 i.e. Construction of Canteen building and retaining wall is at ongoing stage of construction hence the TPQA payment for this work will be made on the basis of actual work supervised by the TPQA agency.**

4.2 During the course of construction, undertake unannounced visits to the site to check the quality of Construction at various stages of the work as per CPWD Specification for Civil and Electrical items. The brief summary of these is as under:

#### Layout of the Buildings and services

- Orientation as per the given plan
- Alignment of the wall as per the directional coordinates given in the drawings

#### Earthwork

- Surface dressing and site clearance to be done for proper layout
- Disposal of the excavated earth as specified and spread
- Stacking of good earth for refill
- Back fill to be in layers, watered and rammed before subsequent layers.

#### Foundation stage

- Undergrowth and roots encountered to be removed.

- Dimensional verification of footings
- Checking the layout marking and centre lines, at random
- Checking the reinforcement before concreting
- Checking the concreting arrangements and witnessing concreting of adequate footings, at random

#### **Plinth stage**

- Checking the production (mix etc.), w/c ratio of the concrete, slump etc.
- Checking the quality of masonry
- Checking the formwork, verticality of sides, its alignment etc.
- Checking the reinforcement fabrication and placement of reinforcement in plinth beams
- Checking the placement compaction of concrete in plinth beams
- Checking adequacy and compaction of floor filling

#### **Lintel stage**

- Checking the quality of bricks and masonry with emphasis to joints, joint mortar, **curing**, etc.
- Checking the quality of column concrete
- Checking the formwork, verticality of sides, its alignment etc.
- Checking the reinforcement fabrication of lintels, at random
- Checking the placement and compaction of concrete in lintels

#### **Roof stage/ slab stage**

- Checking the quality of shuttering and formwork, with emphasis on lines and levels
- Checking the reinforcement fabrication / placement w.r.t structural drawings
- Checking the concrete while concreting, with respect to mix, proportion, W/C ratio and compaction
- Checking steel sheet fabrication for roof, roofing sheets and its fixing, etc.

#### **Finishing stage**

- Checking the quality of flooring with respect to levels and smoothness at random
- Checking the quality of flooring material (tiles / stones) before laying
- Checking the final floor finish, in respect of jointing, level and overall finish
- Checking the door and window joinery, door frames etc. with respect to Architectural drawings workmanship and fixtures, at random
- Checking the plaster on walls and ceiling with regard to proportions, line and level and curing
- Checking the finishing works at random such as painting, polishing etc.
- Checking the plumbing, sanitary and drainage fixtures including their placement etc.
- Checking for leakages, dampness etc.

#### **Quality monitoring during construction of services & other infrastructure at construction stage**

- Checking pipe work excavation levels, randomly
- Checking effectiveness of pipe joints
- Inspection of manholes, chambers and other structures

#### **Masonry work**

- Check sizes, shape, texture, color in general and compressive strength, water absorption, efflorescence of the bricks at random.
- Checks on joint thickness, verticality of masonry wall, filling of horizontal and vertical joints in courses, frog filling.
- Report on sample workmanship.
- Check on curing.
- Check on raking of joints and pointing

#### **RCC work**

- Check the centering and shuttering pattern as given in the GFC
- Check if the cement used is from the same batch and of single manufacturer to maintain the uniform color.
- No gaps between the shuttering panels

#### **Flooring work**

- Check thickness of mortar
- Check mix of mortar
- Check slope of mortar specially in washroom units
- Slacking of tiles in water as per manufacturers specification
- No hollow sounding when tiles fixed
- Spacer of required thickness

#### **Fabrication of grills and gates & other structural steel works**

- Check on steel elements fabricated to the dimensions and in accordance with GFC drawings.
- Check on quality of welding and its visual appearance.
- Check on grinding of welding and preparation of surfaces before the application of primer and paint.

### **Check List for Electrical Systems**

#### **During Construction:**

##### **Internal EI:**

1. Conduit laying – Check quality of material, diameter of conduits, jointing of conduit, fish wires to be drawn in the conduits, to clear any obstructions.
2. Wiring – Check quality and size of wires. Check termination (lugging) of wires. Ensure that there are no joints in the wiring.
3. Check for insulation at random.
4. Check earth electrode laying, as per specifications. Check earth resistance etc.
5. Check switch boards fixing/ alignment. Marking of circuit on Switch boards.

##### **DBs:**

1. Check alignment
2. Check termination of Incoming and Outgoing wires/ cables.
3. Specifications of DBs and components.
4. Check earthing.
5. Marking of all circuits and DBs.

**Panels:**

1. Check components and their makes.
2. Check layout and alignment.
3. Check termination of cables.
4. Marking of feeders.
5. Check test certificates of manufacturers. Test certificates of CPRI.
6. Earthing.
7. Measure Insulation and earth resistance values.

**Rising Mains:**

1. Check layout/ dimensions/ alignments.
2. Check test certificates.
3. Check Bus bar sections. Insulator fixing. Tightness of joints. Connections.
4. Check earth conductor size and connections.
5. Check insulation and earth resistance measurements.

**Sub Station:****General:**

1. Layout of the substation.
2. Check for mandatory fire fighting, shock treatment charts, Danger notice plates, rubber mats.
3. Cable trench covers.
4. Cable/ Bus trunking layout/ alignment.
5. Ventilation.
6. Fire Protection

**Transformers:**

1. Check Test certificates.
2. Tap changing devices.
3. Bucholtz Relays, if any.
4. Ensure oil quantity, filtration/ di-electric test before charging.
5. Neutral and body earthing. Test earth resistance.
6. Cross section of earth conductor.
7. Insulation test of the system.

**Panels:**

1. HT/ LT Panel layout/ alignment.
2. Test Certificates of all the Circuit Breakers.
3. Calibration of all the protective relays.
4. Certificates of all the relays.
5. Insulation/ Earth resistance.
6. CT/ PT unit test certificates.
7. Testing of Electrical/ Mechanical interlocking arrangement.
8. Danger Notice Plates.
9. Checking of Meters. Test certificates.

**DG Sets:**

1. Layout and erection of the set.
2. Test Certificates
3. Commissioning of the sets.
4. Neutral/ Body earthing.
5. Measurement of Insulation and earth tests.
6. Load Test.
7. Checking of Protection relays. Calibration of all the relays/ Meters.
8. Fuel Storage arrangement. Fuelling arrangement.
9. Check Panel meters/ calibration.
10. Check interlock with Transformers.

**Pumping Stations**

1. Check layouts.
2. Check test certificates.
3. Check all the instruments like Pressure Gauges, Voltmeters, Ampere meters.
4. Check control circuits. Starter circuits. Ferrules should tally with control circuits.
5. Check performance like discharge, head, energy consumption with respect to the charts.
6. Check earthing connections.
7. Check Cable sizes.

**HVAC:**

1. Check layout of all the sub-assemblies like Indoor and outdoor units, pipe lines, Control Panels, cables control & power).
2. Check test certificates of the components.
3. Check commissioning tests of all the sub-assemblies:
  - Pressure tests of all the pipe lines / systems.
  - Performance tests of Chillers, Pumps. (if installed)
  - Insulation tests of electric control panels.

**Ventilation System:**

1. Check layout/ installation as per drawings.
2. All pre-commissioning tests to be carried out before starting.
3. Duct gauge to be checked, duct supports, isolation of vibration from structural members is to be ensured.
4. Capacity and pressure head of fans is to be measured.
5. Ensure no mechanical noise is emanating from bearings.
6. Ensure that the vibrations of the fan are within acceptable limits.
7. All test certificates to be checked.

**Water Coolers:**

1. Performance of water cooler to be checked.
2. Warrantee cards to be checked.

**Fire Alarm:**

1. Check layout of control panels. Ensure proper Mimic diagram/ Display diagrams are provided.
2. All functional tests to be carried out.
3. Battery backup/ UPS to be checked.
4. Zoning should be convenient for locating source of alarm.

**Fire fighting:**

1. Check quality of pipes and fittings.
2. Ensure that the fire fighting arrangement is strictly as per drawings.
3. All performance tests are to be carried out.
4. Inspection from Fire Brigade authorities is to be got done and certificates obtained.
5. Capacities of various components are to be checked with reference to the contract and local bye-laws.
6. The mandatory signage of the equipment is to be checked.

**POST CONSTRUCTION TESTS****SUB STATION**

1. Single Line Diagram (Containing details of voltage, Ampere, sizes, cable capacities and rating of equipment) of HT – the drawing will be framed and displayed in HT room.
2. Single Line Diagram (Containing details of voltage, Ampere, sizes, cable capacities and rating of equipment) for Substation including LT Panels will be framed and displayed in the LT room.
3. Single Line Diagram (Containing details of voltage, Ampere, sizes, cable capacities and rating of equipment) of DG Set-the drawing will be framed and displayed in DG room.
4. Single Line Diagram (Containing details of voltage, Ampere, sizes, cable capacities and rating of equipment) of Ring Main Units – the drawing will be framed and displayed in HT room.
5. Operation manuals/Instructions of DG set and ring main units and CT PT Units if any.
6. Protection System - Details of trip system and power source of tripping arrangement to be provided.
  - 6.1 Inter locking arrangement between transformers and DG sets may be exhibited.
  - 6.2 Trip settings to be checked. These settings should be properly graded with upstream/downstream.
  - 6.3 Alarm/Trip settings to be checked.
  - 6.4 Fire protection- details of fire extinguisher, fire buckets, hand gloves, safety shoes, helmet, and safety goggles.
  - 6.5 All the trenches should be covered with checker plates with suitable handles.
7. Capacitor Bank- APFC relay- Confirm they have been tested/checked for exact set points.
8. Parallel operation of transformers - It is hoped the transformers are suitable for parallel operations. Confirm they have been sequenced rightly for parallel operation. Whether they have been check for parallel operation.
9. Layout drawings of all the sub stations will be framed and displayed in the Sub Station Rooms.
10. Operation Manuals, Test Results for all parameters, as laid down in the contracts will be furnished.
11. Efficiency charts/ curves on full load/ partial loads will be furnished.

**Switch room**

1. **Panels**– SLD, GA diagrams (Containing details of voltage, Ampere, sizes, cable capacities and rating of equipment) – the drawing will be framed and displayed in switch room.
2. Control circuit of instruments – the drawing will be framed and displayed in switch room.
3. UPS System - SLD, GA diagrams (Containing details of voltage, Ampere, sizes, cable capacities and rating of equipment) – the drawing will be framed and displayed in switch room.

### **Distribution Boards**

1. Circuit locations to be duly marked on the inside of the cover of DB.
2. Switch boxes/Plates – Circuit details of respective DB to be marked.

### **Earthing**

1. Schematic diagram indicating earth conductor sizes and location/ type of earth electrode will be displayed.
2. Earth resistance tests of all the earthing stations to be furnished.

### **DG Set**

1. Storage arrangement of fuel for DG set to be communicated. Whether fuel transfer pumps available?
2. Operation Manuals, Warrantee Cards, Test Results for all the parameters, as laid down in the contracts will be furnished.
3. Layout drawings, Electrical panel GA/ SLD/ Control Circuit drawings will be framed and displayed in the DG Room.

### **Insulation Tests**

1. Insulation test results of all the circuits to be furnished.

### **Pumping Stations**

1. Layout Drawings, Schematic drawings, Electric Panel GA drawings, SLD drawings, Control Circuit drawings will be framed and displayed in the Pump House.
2. Operation Manuals, Performance Curves, Test Certificates will be furnished.
3. Test Results for operations, as laid down in the respective contracts will be carried out and results furnished. The test results will clearly indicate Discharge/ Head parameters and results
4. Efficiency charts/ curves on full load/ partial loads will be furnished.

### **Lifts**

1. Lift License will be framed and prominently displayed in the Lift Cars.
2. Operation Manuals, Results of all the tests, as provided in the contract will be furnished.
3. Control Circuit Drawing will be framed and displayed in the machine room. Electrical Schematic Drawing also will be framed and displayed in the Machine Room.

### **HVAC**

1. All Operation Manuals, Parts Catalogues, Test Certificates, Performance charts, Warrantee Cards to be furnished.

2. Test Results for operations, as laid down in the respective contracts will be carried out and results furnished. The test results will clearly indicate Discharge/ Head parameters and results Efficiency charts/ curves on full load/ partial loads will be furnished.
3. Season Test, Capacity tests on various components viz. Compressors, Cooling Towers, AHUs etc., as per contract be conducted and results recorded and furnished to NIPER-A.
4. Layout Drawings, Schematic drawings, Electric Panel GA drawings, SLD drawings, Control Circuit drawings will be framed and displayed in the Plant Room and AHU rooms.
5. Since operation and maintenance is covered under contract. Names along with qualifications and contact Nos. be furnished. Names and contact Nos. be displayed prominently so that in case of necessity, they can be easily contacted.

### **Ventilation System**

1. All Operation Manuals, Parts Catalogues, Test Certificates, Performance charts, Warrantee Cards to be furnished.
2. Test Results for operations, as laid down in the respective contracts will be carried out and results furnished. The test results will clearly indicate Discharge/ Head parameters and results
3. Efficiency charts/ curves on full load/ partial loads will be furnished.
4. Layout Drawings, Schematic drawings, Electric Panel GA drawings, SLD drawings, Control Circuit drawings will be framed and displayed in the Plant Room and AHU rooms.
5. Since operation and maintenance is covered under contract. Names along with qualifications and contact Nos. be furnished. Names and contact Nos. be displayed prominently so that in case of necessity, they can be easily contacted.

### **Water Coolers**

1. Inventory along with location be furnished. Warrantee cards be furnished.

### **Fire Fighting System**

1. All Operation Manuals test Certificates, Performance charts, Warrantee Cards to be furnished.
2. Test Results for operations, as laid down in the respective contracts will be carried out and results furnished. The test results will clearly indicate Discharge/ Head parameters and results
3. Layout Drawings, Schematic drawings, Electric Panel GA drawings, SLD drawings, Control Circuit drawings will be framed and displayed in the respective locations.
4. Since operation and maintenance is covered under contract. Names along with qualifications and contact Nos. be furnished. Names and contact Nos. be displayed prominently so that in case of necessity, they can be easily contacted.
5. A training programme will be organised by the contractor to impart training to the concerned personnel, responsible for firefighting.
6. Copy of approval from competent local body authority, as per local regulations, be framed and displayed.

### **Fire Alarm System**

1. All Operation Manuals, test Certificates, Performance charts, Warrantee Cards to be furnished.
2. Test Results for operations, as laid down in the respective contracts will be carried out and results furnished. The test results will clearly indicate Discharge/ Head parameters and results



3. Layout Drawings, Schematic drawings, Electric Panel GA drawings, SLD drawings, Control Circuit drawings will be framed and displayed in the respective locations.
4. Layout drawings indicating location of all smoke detectors, control panels will be framed and located prominently so that in event of unfortunate incident an appropriate action can be taken.
5. Since operation and maintenance is covered under contract. Names along with qualifications and contact Nos. be furnished. Names and contact Nos. be displayed prominently so that in case of necessity, they can be easily contacted. A training programme will be organized by the contractor to impart training to the concerned personnel, responsible for firefighting.
6. A training programme will be organised by the contractor to impart training to the concerned personnel, responsible for firefighting.
7. Copy of approval from competent local body authority, as per local regulations, be framed and displayed.

Note: The above stages of the works, activities, check lists etc. are indicative only and the consultants may suggest and adopt any additional stage or checks including innovative approach for achieving optimum quality with zero tolerance to defect.

***(END OF SECTION – III)***

#### ***SECTION – IV: ANNEXURES AND FORMS***

This section provides Letter of transmittal, criteria for evaluation, various forms, formats for monthly TPQA reports and intimation of deviations and draft agreement that the selection bidder will have to sign with NIPER Ahmedabad.

Bidders are required to carefully examine them and ensure compliance to all submittals that they need to provide along with their bid proposals.

**Letter of transmittal**

From:

To,  
Registrar,  
NIPER Ahmedabad

**Subject:** Providing Third Party Quality Assurance (TPQA) Service for Various Construction Works at Permanent Campus of National Institute of Pharmaceutical Education and Research (NIPER) Ahmedabad

Sir,

Having examined details given in bid document for the above work, I/we hereby submit the relevant information.

1. I/We hereby certify that all the statements made and information supplied in the enclosed forms, namely FORM-A, B, C, C-1, D, E and E-1 and accompanying statement are true and correct.
2. I/we have furnished all information and details necessary for eligibility and have no further pertinent information to supply.
3. I/we submit the requisite certified solvency and authorize Registrar, NATIONAL INSTITUTE OF PHARMACEUTICAL EDUCATION AND RESEARCH (NIPER) Ahmedabad to approach the Bank issuing the solvency certificate to confirm the correctness thereof. I/We also authorize Registrar, NATIONAL INSTITUTE OF PHARMACEUTICAL EDUCATION AND RESEARCH (NIPER) Gandhinagar, to approach individuals, employers, firms and corporation to verify our competence, work experience, and general reputation.
4. I/we also declare that our firm is not subjected to any disciplinary action by any central government body/institute/organization or Hon'ble court or debarred from practice during the last 5 years as on the date of this letter.
5. I/we submit the following certificates in support of our suitability, technical knowledge and capability for having successfully completed the following works.

	Name of work	Certificate from

*(add as many rows as needed)*

Seal and Signature of the bidder

## **Certificate**

It is certified that the information given in the enclosed eligibility bid are correct. It is also certified that I/We shall be liable to be debarred, disqualified/ cancellation of enlistment in case any information furnished by me/us found to be incorrect.

Enclosures:

Date of submission:

Seal and Signature of the bidder

### Guidelines for submission of online bid proposals

The bidders are required to carefully understand and be ready for the online bid proposal submission prior to the actual submission. For any help in this regard, the bidders can visit <http://eprocure.gov.in/eprocure/app>, the central public procurement portal.

A bidder is required to register for any online bidding process. If a bidder is not already registered, the following steps can be carried out at any point in time. A bidder once registered can participate in several biddings on the central public procurement portal.

1. An unregistered bidder should enroll (free of any charge) on the e-Procurement module of the portal by clicking the **Online Bidder Enrollment** link on the home page.
2. Bidder shall be required to choose a unique username and password for the account so created. They will be required to provide a valid email address and phone number as part of the registration process. These shall be used for any kind of communication including sending emails, OTP, SMS etc. by the central public procurement portal.
3. Bidders must also register their X.509 certificate applicable for digital signatures (normally known as DSC, or digital signature certificates). These certificates can be obtained by the bidder thorough any of the Certifying Authority as per the policy of the Govt. of India and IT-Act. More detailed information is also available at the portal. A bidder can only register one certificate for each unique registration.
4. The corresponding private key (in the form of eToken or any other mechanism) may be used by the bidder to log in to the portal securely and authenticating himself though login id and password.

The bidder can search for any tender. For tenders from NIPER Ahmedabad, he can find the list of tenders through **Tenders by Organization** button on the left side of the portal home page. The bidder can then choose the name of the organization as “National Institute of Pharmaceutical Education and Research Ahmedabad” to view the tenders and to submit their bid proposals.

Prior to submission of the bid, the bidder must scan all the documents, sign the PDF files digitally. Alternately, the documents in different files (as mentioned in this NIT) may be printed, signed and then scanned in the PDF format. The bidder must also ensure that he has registered his DSC on the portal a-priori.

### Criteria for evaluation of the performance of bidder for pre-eligibility

SN	Evaluation Criteria	Maximum marks (out of 100)	Evaluation			
1.	Financial Strength (max 15 marks)		(i) 60% marks for minimum eligibility criteria (ii) 100% marks for twice the minimum eligibility criteria or more. (iii) In between (i) & (ii) above - on pro-rata basis  Available / Not available			
	(i)Average Annual Turnover on TPQA services work	10				
	(ii) Solvency certificate	5				
2.	Experience in similar class (Work of Quality Assurance Consultancy services) of work.	20	(i) 60% marks for minimum eligibility criteria (ii) 100% marks for twice the minimum eligibility criteria or more. (iii) In between (i) & (ii)- on pro-rata basis			
3.	Key Personnel (Maximum Marks 20)					
	Personnel	Experience	Desired	Minimum Required	Marks	Maximum Marks
	Civil Engineer (Degree holder)	10 years	2	1	2 Marks each	4 marks
		5 years	4	2	0.5 mark each	2 marks
	Electrical Engineer (Degree holder)	10 years	2	1	2 marks each	4 marks
		5 years	4	2	0.5 mark each	2 marks
	Architect	5 years	2	1	1 mark each	2 marks
	Civil/Mechanical/ Electrical Engineer (Diploma/Degree Holder)	5 years	12	8	0.5 mark each	6 marks
4.	Performance of Quality Assurance consultancy services rendered. (Performance of similar class of work will be considered as in S. No. 2		Maximum Marks - 15		Satisfactory – 7, Good – 10 Very Good -12, Outstanding -15	

<b>Power Point Presentation (to be evaluated by a committee appointed by NIPER Ahmedabad)</b>			
5.	➤ Understanding of project and overall plan for the proposed consultancy services as indicated in the scope of work.	<b>5 Marks</b>	➤ Among other things, the presentation should also provide the mapping of skills with the proposed people with reference to BIM handling as well as the knowledge of Revit, Navisworks, Autocad, Primavera. Experience with respect to the need in this project shall be evaluated.  ➤ Additional services/work mentioned here are only indicative and may include dashboards for online reporting, novel formats of reports, time lapse videos of construction sites, enforcement of safety, health and environment protection measures at site and in labor colony, conformance of stipulations in environment clearance and consent to establish, suggestions regarding the improvement of quality and speed, Griha ratings etc. Experience with respect to earlier projects in these aspects must be elaborated.
	➤ Methodology proposed to be adopted for the Quality Assurance (QA) and Quality Control (QC) for the building construction including services like MEP, Firefighting and HVAC, Lift, Solar heating systems etc.	<b>5 Marks</b>	
	➤ Proposed methodology and software application be used to track various project components delivery time and action items of various stakeholders and sending alerts (email), escalation to appropriate authority using customized software applications.	<b>5 Marks</b>	
	➤ Innovative methods for quality control measures	<b>5 Marks</b>	
	➤ Key personnel proposed for the project and their CV and why are they suitable for the project (indication of strengths relevant to the project).	<b>5 Marks</b>	
	➤ Any additional services/ work proposed to be carried out apart from what is mentioned in the scope of work.	<b>5 Marks</b>	
	➤ Approach to be taken for ensuring timely completion of the construction project.	<b>5 Marks</b>	

To become eligible for short listing, the bidder has to secure at least 42 marks out of total 70 marks (Sl no. 1 to 4) and a minimum of 50% in each parameter (Sl no. 1 to 4). A maximum of top 5 bidders shall be invited among those who meet these criteria for making the presentation. The project manager shall deliver the presentation who will be heading the project. No other person shall be allowed to deliver the presentation. In case the project manager does not attend for making presentation the marks in presentation shall not be given.

**Form 'A': Financial Information****Name of the Bidder:**

Financial Analysis-Details to be furnished duly supported by figures in Balance sheet /Profit & Loss Account for the last five financial years duly certified and audited by the Chartered Accountants, as submitted by the bidder to the Income Tax Department (Copies to be attached).

1. The Gross Turnover (all Figure to be given in Rs. Lakhs) for TPQA services (relevant to this bid)

Particulars	Financial Years				
Gross Turnover for TPQA Services (figures in Rs. Lakhs)	2019-20	2020-21	2021-22	2022-23	2023-24

2. Financial arrangements for carrying out the proposed work.

Seal and Signature of the bidder

Signature of Chartered Accountant with Seal



**Form 'B': Form of solvency**

**BANKERS' CERTIFICATE FROM A SCHEDULED BANK**

This is to certify that to the best of our knowledge and information that M/s./Shri\_\_\_\_\_ having marginally noted address, a customer of our bank is respectable and can be treated as good for any engagement up to a limit of Rs\_\_\_\_\_ (Rupees \_\_\_\_\_ only).

This certificate is issued without any guarantee or responsibility on the bank or any of the officers.

Seal & Signature for the Bank

**NOTE:**

1. Banker's certificate should be on letter head of the Bank, addressed to the Registrar, NATIONAL INSTITUTE OF PHARMACEUTICAL EDUCATION AND RESEARCH (NIPER) AHMEDABAD
2. In case of partnership firm, certificate should include names of all partners as recorded with the Bank.

**Annexure 6****Form 'C': Details of Similar Works**

(only those works should be reported which are similar in nature of works and are completed during the last seven years ending previous day of last date of submission of Bid Proposal)

SN	Name of work /Project and location	Owner or sponsoring organization	Cost of Project in Crores of rupees	Cost of Quality Assurance consultancy work in crores of rupees	Date of commencement as per QA Consultancy Work	Stipulated date of completion of QA consultancy work	Actual date of completion of QA consultancy work	Name and address/telephone No. of officer to whom reference may be made
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)

*(add as many rows as needed)*

Seal and Signature of Bidder

**Annexure 7****Form 'C-1': Projects under execution**

S. No.	Name of work / Project and location	Owner or sponsoring organization	Cost of work / Project in Crores of Rupees	Cost of Quality Assurance consultancy work	Date of commencement of QA consultancy work as per contract	Stipulated date of completion of QA consultancy work	Percentage of fees received	Name and Address (Postal Address & E-mail) / telephone number/Mobile number of officers to whom reference may be made	Remarks
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)

*(add as many rows as needed)*

Seal and Signature of Bidder

**Form 'D': Performance report of works referred to in Form- 'C' and Form- 'C-1'**

*(To be filled by an officer of the client not below the rank of the executive engineer.*

*To be filled one sheet for each work)*

(1) Name of work/project and location:

(2) Project Cost:

(3) Name of Consultant for Quality Assurance Consultancy work:

(4) Total fees for Quality Assurance Consultancy work as per agreement:

(5) Date of start of QA Consultancy work:

(6) Stipulated Date of completion of QA Consultancy work (for projects under execution), or  
Actual Date of completion of QA Consultancy work (For completed work):

(7) Total Consultancy fees paid as on date.:

(8) Performance Report considering technical proficiency, Quality of inspection and General  
Behavior:

Outstanding/Very Good/Good/Satisfactory/poor

Dated:

Seal/Stamp with Signature of Executive Engineer or Equivalent officer of the  
organization where the service was provided.

**Form 'E': Structure and organization**

1.	Name and Address of the bidder		
2.	Telephone No. / Email id /Mobile No./Fax No.		
3.	Legal status of the bidder (attach copies of original document defining the legal status).		
	a)	An Individual	
	b)	A proprietary firm	
	c)	A firm in partnership	
	d)	A limited company or Corporation	
4.	Particulars of registration with various Government bodies (attach attested photo-copy).		
	Organization/Place of Registration		Registration No.
	1.		
	2.		
5.	Names and Titles of Directors & Officers with designation to be concerned with this work.		
6.	Designation of individuals authorized to act for the organization.		
7.	Has the bidder or any constituent partner in case of partnership firm limited company or Corporation ever abandoned the awarded work before its completion? If so, give name of the project and reasons for abandonment.		
8.	Has the bidder or any constituent partner in case of partnership firm/ limited company or corporation ever been convicted by the court of law? If so, give details.		
9.	In which field of Civil Engineering Construction, the bidder has specialization and interest?		
10.	Any other information considered necessary but not included above.		

Signature of bidder with seal &amp; stamp

# Form 'E-1': Format for furnishing CV of key personnel proposed to be engaged in the project

*(Please attach one sheet per key person)*

1. Name:
2. Date of Birth and Age:
3. Position currently being held:
4. Role envisaged for the project:
5. Field specialization:
  - a) Key projects:
  - b) Role and actions performed (in each of the key projects):
6. Educational Qualifications\*:

Particulars	Name of the Degree	Year of Passing	University/ Board	Marks or Grade Point (Overall)
Post Graduation				
Under Graduation				
Diploma				
Any Other (Please specify)				

\*Attested copy of degree/Diploma certificate of each personal is to be provided by the bidder for evaluation.

7. Professional Experience in years:
8. Remarks:

**(Authorized Signatory)**

## Annexure 11

### Format of monthly inspection reports by TPQA Consultant

S. No.	Particulars	
1.1	(a) Name of work:	
	(b) Description/scope of work:	
1.2	(a) Sub-Division and name of Assistant Engineer:	
	(b) Division and name of Executive Engineer:	
	(c) Circle and name of Registrar:	
1.3	Name of Construction Agency	
	(a) Name of site in charge	
	(b) Name of Quality in charge	
1.4	Agreement no:	
1.5	Stipulated Time and date of start:	
1.6	Stipulated time and date of completion:	
1.7	Estimated cost put to tender:	
1.8	Accepted tendered cost:	
1.9	Percentage progress at the time of inspection vis- a-vis expected as per contract and reasons for delay, if any:	
1.10	Name of Third Party Quality Assurance Consultant	
1.11	Inspecting Person: (Name & Designation)	
1.12	Officers and contractor present during inspection: (Name & Designation)	
1.13	Date/ Period of inspection and number:	
2.0	<b>Quality Control aids:</b>	
2.1	Is site equipped with:	
	(a) Copy of agreement:	
	(b) CPWD, WAPCOS Specifications/along with (up to date) correction slips:	
	(c) List of ISI marked/approved materials to be used:	
	(d) Testing facilities to check conformance to acceptance criteria:	
2.2	Is field laboratory existing and well equipped?	
3.0	<b>Process control aspects:</b>	

3.1	Is soil investigation done? (give brief details)	
3.2	Suitability of water for construction:	
	(a) What is the source of water?	
	(b) Has water been tested and approved by Engineer-in-charge before construction?	
	(c) Has water been tested subsequently (i.e. after every 3 months) and found fit for use in works?	
3.3	Are all mandatory tests carried out at stipulated frequency?	
3.4	Are sample units/items completed and approved by EE before start of mass finishing work?	
3.5	Specific control on RCC work like functioning of batching plant, centering/shuttering, proportioning with boxes: mixing by full bag capacity hopper fed mixer: control of slump: placing/compaction with vibrator:	
3.6	Any other comments on adequacy of process control:	
3.7	Safety aspects on construction site.	
3.8	Monitoring of GRIHA related activities and submissions.	
4.0	<b>Site inspection for observations and comments on Quality Control system include but not limited to the following items:</b>	
4.1	<p>CIVIL  (a) Earth work (b) Concrete work (c) RCC work (d) Brick work (e) AAC Block work (f) Stone work (g) Granite/Marble work (h) Wood work (i) Steel work (j) Flooring (k) Roofing (l) Finishing (m) Internal Services- Civil – Plumbing, Drainage, Sanitary Installations, (n) External Services- Civil- Water supply, Storm water drainage, Sewerage, UG Tanks, sewer line STP, landscaping, Road/pavement etc.</p> <p><b><u>E&amp;M</u></b>  (a) Internal Electrical Installations, Fire Fighting system including Pumps and Motors, Fire alarm system, HVAC, Solar heating system, Lift, External electrification, Street Lights, Substation equipments etc.</p>	
4.2	Observation on floor slope (especially in Bath, WC, Kitchen, Terrace, Balcony etc.)	
4.3	Observation on QC for dampness/leakages prevention. If dampness /leakages noticed, then state locations and probable reasons.	
4.4	Samples collected by TPQA Consultant	
5.0	Observations on site material QC aspects. (Keeping in view the requirements of contract specifications: BIS marked/CPWD, WAPCOS approved products etc.) (Attached separate sheet, if required)	
6.0	Observations on workmanship QC aspects. (attached separate sheet, if required)	



## Annexure 12

### Format of intimating matter of immediate concern by TPQA Consultant

S.No.	Particulars	
1.1	(a) Name of work:	
	(b) Description/scope of work:	
1.2	(a) Sub-Division and name of Assistant Engineer:	
	(b) Division and name of Executive Engineer:	
	(c) Circle and name of Superintending Engineer:	
1.3	Construction Agency	
	(a) Name of site in charge	
	(b) Name of Quality in charge	
1.4	Third Party Quality Assurance Consultant	
1.5	Inspecting Person: (Name & Designation)	
1.6	Officers and contractor present during inspection: (Name & Designation)	
1.7	Date of inspection and number:	
2.0	Concern Related to Quality of Material	
	Details of Location and material, Description of concern	
3.0	Concern Related to workmanship	
	Details of Location and item, Description of workmanship concern	

## Format of Financial Bid

<b>ANNEXURE 13 FINANCIAL BID FORMAT</b> <b>PRICE BID FORMAT</b> <b>(To be uploaded on CPPP in the financial bid cover only)</b>		
<b>Tender Inviting Authority</b>	NATIONAL INSTITUTE OF PHARMACEUTICAL EDUCATION AND RESEARCH AHMEDABAD	
<b>Name of Work</b>	Providing Third Party Quality Assurance (TPQA) Service for various Construction Works at Permanent Campus of Pharmaceutical Education and Research Ahmedabad (NIPER Ahmedabad)	
<b>Tender Reference No.</b>	NIPER-A/NIT/2025-26/02	
<b>Name of the Bidder/Bidding Firm/Company</b>		
<b>(This BoQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)</b>		
<b>SN</b>	<b>Description</b>	<b>Fee/service charge in (%)</b> <b>Percentage quoted on the cost of actual work done by the contractor (e.g. 1, 2, 5 etc.) *</b>
1	Providing Third Party Quality Assurance (TPQA) Service for various Construction Works at Permanent Campus of Pharmaceutical Education and Research Ahmedabad (NIPER Ahmedabad)	<b>Kindly do not fill the financial quote in technical bid document. (The financial bid excel to be uploaded on CPPP in the financial bid cover only)</b>
<b>NOTES:</b> <b>1. The quoted fee/service charge shall be payable on the value actual work done and paid to the contractor.</b> <b>2. The TPQA fee/service charge shall not be paid on PMC fee charged by the PMC.</b> <b>3. Quoted fee/service charge is inclusive of all taxes and charges except GST.</b> <b>4. TPQA fees/service charge shall be made on the basis of actual work supervised by the TPQA agency.</b> <b>5. No extra shall amount shall be payable for the service rendered by the TPQA under any circumstance.</b>		
<b>* Bidder has to bid the Percentage to be charged on the cost of actual work executed at site from the date of Engagement of bidder as TPQA Consultant. Please read Serial No.1 of the Section I for the different works which are to be supervised.</b>		

## **Annexure 14**

### **Draft agreement for award of project**

*(The contents of this draft agreement and the scope of work mentioned are indicative and NIPER Ahmedabad reserves its rights to modify the contents.)*

This AGREEMENT is made and executed on this <<DD>> Day of <<MM, YYYY>> at Gandhinagar  
by and between

NIPER Ahmedabad, an Institute of National Importance of the Government of India, having its office at Palaj, Gandhinagar 382355, Gujarat, India (hereinafter referred to in this document as NIPER Ahmedabad, which expression shall unless repugnant to the context or meaning thereof be deemed to include its executors, administrators and assignees),

and

M/s <<TPQA Consultant>>, a TPQA Consultant, having its registered office at <<Address>> (hereinafter referred to in this document as TPQA consultant, or as consultant, which expression shall unless repugnant to the context or meaning thereof be deemed to include its executors, administrators and assignees), represented by <<Designation>>, regarding TPQA Services for construction Phase-2 buildings of campus of NIPER Ahmedabad at Palaj, Gandhinagar, Gujarat, on contract basis.

WHEREAS M/s <<TPQA Consultant>> TPQA consultant, during its business, in response to the call from NIPER Ahmedabad for submission of Request for Proposal (NIT) to provide Quality Assurance Services at NIPER Ahmedabad Campus at Palaj, Gandhinagar, submitted technical and proposal of services. NIPER Ahmedabad negotiated with the consultant on various terms and conditions to provide the said services to NIPER Ahmedabad for Phase 2 construction of the campus.

AND WHEREAS NIPER Ahmedabad, the owner of NIPER Ahmedabad's Campus, appointed M/s <<TPQA Consultant>> TPQA consultant to provide TPQA services for Phase 2 construction at NIPER Ahmedabad campus at Palaj, Gandhinagar

AND WHEREAS M/s <<TPQA Consultant>> TPQA consultant agreed to undertake the Quality Assurance Services for Phase 2 construction of NIPER Ahmedabad campus to the satisfaction of NIPER Ahmedabad as per the terms and conditions stipulated by NIPER Ahmedabad, and gave their unequivocal acceptance for the same.

AND WHEREAS NIPER Ahmedabad accepts the offer of M/s <<TPQA Consultant>> TPQA consultant, and in pursuance of the same, this agreement is executed with the terms and

conditions as set out hereunder, which shall be binding on the two parties hereto.

NOW, THEREFORE in consideration of various terms, covenants and conditions hereinafter contained, and the contents of Request for Proposal, the two parties hereto agree to the following: -

1. The entire NIT Document along with all its annexures (NIT Notice No. NIPER-A/NIT/2025-26/02 forms an integral part of this agreement. All provisions of the NIT shall be enforceable on the TPQA Consultant. Any updates to this NIT document including those issued in response to the pre-bid meeting by NIPER shall also be applicable on this contract/agreement. In case of any discrepancy between the NIT notice and subsequent clarifications, the provisions of the clarifications shall override the provisions of the NIT.
2. The bid proposal of the TPQA Consultant, the subsequent documents submitted and/or presented by the TPQA Consultant for its evaluation and any clarifications sought by NIPER Ahmedabad including the response to those clarifications submitted by TPQA Consultant shall also be part of this agreement.

### 3. **Laws, Rules and Regulations**

The TPQA consultant will use their best professional efforts to: -

- (a) Identify laws, rules and regulations, relevant to the Project,
- (b) Interpret the same in a reasonable manner,
- (c) Seek advice of governmental officials and/or NIPER Ahmedabad's legal counsel when questions of interpretation and/or applicability arise, and
- (d) Produce reports, plans, and other documents, which are consistent therewith.

Having done so in accordance with normal standards of good professional practice, the TPQA consultant would have met its obligation of rendering the agreed service for the payments made by NIPER Ahmedabad and will not be responsible for contrary interpretations or determinations by enforcement authorities or others.

### 4. **Governing Law**

This Agreement is executed in Gandhinagar and shall be governed, construed and enforced according to the laws of India.

### 5. **Damages**

In the event of any breach of the terms and conditions of this Agreement by the TPQA consultant, NIPER Ahmedabad shall be entitled in law to recover from the TPQA consultant liquidated damages ascertained and quantified in accordance with the actual loss occasioned by the breach of terms and conditions.

## **6. Confidentiality**

The TPQA consultant agrees that any information provided to them for discharge of their obligations under this contract is confidential and it shall be used for the purposes of this Agreement only and the same shall not be disclosed to any third party. NIPER Ahmedabad and the TPQA consultant declare that this agreement is executed voluntarily and without any undue influence / coercion.

## **7. Integrity Pact**

NIPER Ahmedabad is an Institute of National Importance and is created by an Act of Indian Parliament, and it must ensure preservation of rights enshrined under the constitution. NIPER Ahmedabad deals with the TPQA consultants with a very high degree of integrity, commitments and sincerity towards the works undertaken. To ensure compliance with the constitutional mandate NIPER Ahmedabad and the TPQA consultant agree to the following.

a) NIPER Ahmedabad commits itself to take all measures necessary to prevent corruption and that none of its employee will in connection with the execution of this agreement, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

b) It is required that the consultant (including their respective officers, employees, and agents) adhere to the highest ethical standards, and report to NIPER Ahmedabad all suspected acts of fraud or corruption or coercion or collusion of which it has knowledge or becomes aware, throughout execution of this contract.

c) The consultant commits himself to take all measures necessary to prevent corruption. He commits himself not to promise or give to any of NIPER Ahmedabad employee, CPWD, WAPCOS officials and the contractors appointed by CPWD, WAPCOS and involved in the execution of the agreement or to any third person any material or other benefit, which he/she is not legally entitled to.

d) The consultant will not, directly or through any other person or firm use coercive practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his / her reputation or property) while providing TPQA services.

e) Without prejudice to any rights that may be available to NIPER Ahmedabad under law or the agreement or its established policies and laid down procedures, NIPER Ahmedabad shall have the right to terminate this agreement after giving 14 days' notice in case of breach of this Integrity Pact such as to put his reliability or credibility in slightest of question and forfeit the Performance Guarantee / Security Deposit on such termination.

f) This Integrity Pact begins when both the parties have legally signed this agreement. It expires for the TPQA Consultant 12 months after the completion of work. For this purpose, completion of work shall be end of the work under this contract or till the continuation of defect liability period, whichever is later.

***(END OF SECTION – IV)***