



भारतीय प्रबंध संस्थान सम्बलपुर
Indian Institute of Management Sambalpur

Ministry of Human Resource Development, Government of India, Jyoti Vihar, Burla,
Sambalpur- 768019 (Odisha)
URL: www.iimsambalpur.ac.in

Tender No- IIMSBP/2019-20/RP/ 16

Date- 27/06/2019

REQUEST FOR PROPOSAL (RFP)

For the Selection of **PROJECT MANAGEMENT CONSULTANT (PMC)** to “Provide Project Management Consultancy for the development of permanent campus (Phase - I Works) of IIM Sambalpur along with all Architectural and Engineering services.”

Site Location: IIM SAMBALPUR CAMPUS, at Basantpur, Gosala, Sambalpur (Odisha).

The bids through E-Tender are invited only from Central Government Public Sector Organizations who are experienced in providing the Project Management Consultancy Services for similar projects.

DISCLAIMER

This document has been prepared by Indian Institute of Management Sambalpur, Odisha. The information is provided only to Central Government Public Sector Organizations who are interested to submit their bid for the selection of a Project Management Consultant (PMC) to provide “Project Management Consultancy for the development of permanent campus (Phase - I Works) of IIM Sambalpur along with Architect & all Engineering services at IIM Sambalpur Campus, Basantpur, near Gosala, Sambalpur, Odisha.”

The purpose of this Request for Proposal (RFP) document is to provide the bidders with the information to assist the formulation of their proposal. This RFP document does not support to contain all the information that each bidder may require. This RFP document may not be appropriate for all persons/parties and it is not possible for the Institute to consider the business / investment objectives, financial situation and particular needs of each bidder who reads or uses this RFP document.

Each bidder should conduct its own investigation and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and wherever necessary obtain independent advice from appropriate sources. The Institute makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document.

No reimbursement of cost of any type or on any account will be made to persons or entities submitting their bid. The Bidder, at the Bidder's own responsibility, cost and risk, is encouraged to visit and examine the Site of Works and its surroundings, approach road, soil conditions, investigation report, existing works if any connected to the work, drawings connected to the work if/as available and obtain all information that may be necessary for preparing the Bid and entering into a contract for PMC. The costs of visiting the Site shall be at the Bidder's own expense.

It shall be deemed that the tenderer has visited the site/area and got fully acquainted with the working conditions and other prevalent conditions and fluctuations thereto whether he actually visits the site/area or not and has taken all the factors into account while quoting his rates and prices. The Bidder, in preparing the bid, may rely on the Survey Report, Architectural Drawings and other details referred to in the contract data, supplemented by any information available to the Bidder. The bidder is expected, before quoting his rates, to go through the requirement of all inputs, specifications and conditions of the RFP document.

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Detailed E-Tender Notice

The bids through E-Tender (Request For Proposal) are invited only from Central Government Public Sector Organizations, who are experienced in providing the Project Management Consultancy and Engineering Services for similar projects, for Selection of PROJECT MANAGEMENT CONSULTANT (PMC) to “Provide Project Management Consultancy for the development of permanent campus (Phase-I Works) of IIM Sambalpur along with all Architectural and Engineering services.” Details of the tender may be seen as under:

Tender Notice No.	
Name of Project/work	Project Management Consultancy for the development of permanent campus (Phase-I Works) of IIM Sambalpur along with all Architecture and Engineering services.
Period of completion	Pre-construction stage : 06 months Construction stage : 24 months Operation & Maintenance stage: 24 months
RFP fee / Bid Processing fee (non-refundable)	Rs. 5,000.00 (including GST @ 18%) in the form of a Demand Draft (or) Banker’s Cheque issued by any Nationalized / Scheduled bank in India in favour of “Indian Institute of Management, Sambalpur” payable at Sambalpur.
Bid Security / EMD	Rs. 20,00,000.00 (Rupees twenty lakhs only) in the form of a Demand Draft (or)Banker’s Cheque (or) Bank Guarantee issued by any Nationalized / Scheduled bank in India in favour of “Indian Institute of Management, Sambalpur” payable at Sambalpur.
Bid validity period	180 days from the bid submission date.
Bid document downloading start date and time	28/06/2019 at 10.00 AM
Bid document downloading end date	27/07/2019 up to 4.00 PM
Pre-bid meeting	On 10/07/2019 at 10.00 AM at Indian Institute of Management, Sambalpur, Jyoti Vihar, Burla, Sambalpur, Odisha (India).
Opening of tender online (Technical Bid only)	27/08/2019 at 3.30 PM
Date of opening of Price Bid	Will be informed later after evaluation of Technical Bid.
Submission of RFP / Bid Processing fee & Earnest Money Deposit	<ul style="list-style-type: none">▪ Instrument of RFP Fee & EMD shall be submitted in electronic format also through online (by scanning) while uploading the bid. However, for the purpose of realization of instrument of RFP / Bid Processing fee and EMD, bidder shall send the same in original through speed post / hand to hand delivery so as to reach the office of IIM Sambalpur during office hours on or before 27/07/2019 up to 4.00 PM.

	<ul style="list-style-type: none"> ▪ Bidders who fail to furnish RFP fee & EMD, in original, within the stipulated time as indicated above, will be outright rejected and their proposal shall not be considered for further evaluation. ▪ Registration Certificate, GST Registration, PAN Card etc. shall be scanned and uploaded online only.
Terms & Conditions:	
1.	Downloading of Tender Document
	<ul style="list-style-type: none"> ▪ Interested bidders can download the tender document free of cost from the website within the specified period ▪ Bidders who wish to participate in the Tender will have to register on web site: https://etenders.gov.in
2.	Digital Certificate
	<ul style="list-style-type: none"> ▪ Bidders who wish to participate in this Tender will have to procure/ should have legally valid Digital Certificate as per Information Technology Act-2000 (Class-III) using which they can sign their electronic RFP. ▪ Bidders who already have a valid Digital Certificate need not to procure a new Digital Certificate.
3.	Pre- Bid Conference
	<ul style="list-style-type: none"> ▪ Pre-bid conference for this tender shall be conducted on the date shown above at IIM Sambalpur. ▪ The Bidders shall obtain the certifications to the queries raised in the form of Minutes of Meeting which will be uploaded by IIM Sambalpur website. These minutes shall be a part of Tender Document.
4.	Online Submission of Technical and Price Bid
	<ul style="list-style-type: none"> ▪ Bidder can prepare and edit their offers number of times before final submission. Once finally submitted bidder cannot edit their offers submitted in any case. No written or online request in this regard shall be granted. ▪ Bidder shall submit their offer i.e. technical bid as well as price bid in Electronic form on the above-mentioned website latest by the submission date as mentioned above after digitally signing the same.
5.	Opening of Tender
	<ul style="list-style-type: none"> ▪ Opening of Bid documents will be held on Date & time shown hereinbefore in the office of IIM Sambalpur. ▪ Intending bidders or their representative, who wish to remain present at IIM Sambalpur premises at the time of tender opening, can do so. ▪ The offline technical evaluation of the tenders received on or before last date of submission would be done and results will be displayed on website. ▪ After Successful completion of technical evaluation, price bid of only those bidders shall be opened online who

	are found qualified.
6.	General Instruction
	<ul style="list-style-type: none"> ▪ The RFP / Bid Processing fee will not be refunded under any circumstances. ▪ Bids shall only be signed by Authorized Signatory. ▪ EMD in the form specified in tender document only shall be accepted. ▪ Tenders without tender fees, earnest money Deposit (EMD) and which do not fulfill all or any of the conditions or submitted incomplete in any respect will be rejected. ▪ Conditional tenders shall not be accepted. ▪ Bids shall be self-explanatory and self-content proposal. No reference to external documents will be considered. Reference documents uploaded with the bid will only be considered. ▪ The bidders are advised to read carefully the Instructions to Bidder, Eligibility criteria for qualification and all other relevant details contained in the tender document (RFP). ▪ Bid once submitted shall not be amended/ appended after the last date of submission, unless in response to some queries or clarifications sought by IIM Sambalpur. ▪ The e-tender notice shall form a part of tender document.
7.	IIM Sambalpur reserves the right to reject any or all the tenders without assigning any reason whatsoever.

INFORMATION TO BIDDERS

1. INTRODUCTION

- 1.1 Indian Institute of Management Sambalpur (IIMSbp) belongs to the prestigious IIM family of business schools. It is a new generation IIM, set up by the Government of India in September 2015. One of the key objectives of IIMs is to provide quality management education in the country to cater to the needs of corporate and non-corporate sectors and public systems.

The temporary campus of IIM Sambalpur is functioning in a state of the art buildings at the Jyoti Vihar, Burla. The permanent campus of Indian Institute of Management Sambalpur is to be developed in an area of land measuring approximately about 200 Acres at Basantapur village in Sambalpur District. The site is situated in the close proximity of National Highway (No.53) & State Highway. Most of the land is non-agriculture terrain.

The Institute is inviting bids only from Central Government Public Sector Organizations for selection of “Project Management Consultant” (hereinafter referred to as the PMC) to provide “Project Management Consultancy for the development of permanent campus (Phase-I Works) of IIM Sambalpur along with all Engineering including Architectural/Structural/ MEP services at the above allotted land.”

- 1.2 The selected PMC shall aid and assist the Institute in the activities as detailed out in Scope of Project Management Consultancy services. The brief details of the work is as below:-

Sl. No.	Name of Work	Estimated Cost of project (for which PMC is sought)
	<ul style="list-style-type: none">▪ To provide Project Management Consultancy for the development of permanent campus (Phase-I Works) of IIM Sambalpur along with all Engineering including Architectural/Structural/ MEP services and allied works.▪ The estimated value of project for which the PMC is sought is an approximate value only and the actual cost of the works to be carried out by the PMC is subject to variation depending upon the requirement of the project for its completion in all respects. The payment to the PMC will be in accordance with the scope of works as stipulated in this RFP document and the lump-sum fee quoted by PMC in the price bid.	Rs. 400.00 Crores

1.3 IMPORTANT INFORMATION

Bid Security (EMD) Amount	For all Central Government Public Sector Organizations, the EMD will be Rs. 20.00 Lakhs (INR Twenty Lakhs Only) in the form of a Demand Draft (or) Banker's
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	Cheque (or) Bank Guarantee in specified form issued by any Nationalized / Scheduled banks in India in favour of “Indian Institute of Management, Sambalpur” payable at Sambalpur.
e-Tender / Bid Processing Fee	Rs. 5,000.00 (including GST @ 18%), non-refundable, in the form of a Demand Draft (or) Banker’s Cheque issued by any Nationalized / Scheduled bank in India in favour of “Indian Institute of Management, Sambalpur” payable at Sambalpur.
Download of RFP Document	The RFP document and other details can be obtained from the institute’s website www.iimsambalpur.ac.in and https://etenders.gov.in . Amendments, if any will be notified in the above websites. The RFP document can be downloaded by the bidders from 28/06/2019 at 10:00 AM to 27/07/2019 up to 04:00 PM. Bidding will have to be done through Portal: https://etenders.gov.in
Pre-Bid Meetings & Queries	Pre-bid meeting will be held on 10/07/2019 at 10:00 AM at Indian Institute of Management, Sambalpur, Jyoti Vihar, Burla, Sambalpur, Odisha (India). Interested Bidders shall intimate the Institute about their participation for Pre-Bid meeting and send their queries prior to the Pre-bid meeting through email to procurement@iimsambalpur.ac.in before 08/07/2019 up to 10.00 AM (date & time). No queries raised beyond the stipulated date and time or any verbal/written queries raised during the pre-bid meeting will be entertained. The Queries sent through email within the stipulated date and time will only be taken up for discussions during the pre-bid meeting. For any further queries, please contact Procurement Office +91 7064410817 The decisions/replies to the queries will be intimated during the conduct of pre-bid meeting itself and the decision of the Competent Authority of the Institute will be final and binding for all purposes. The minutes of the pre-bid meeting will be published in the website of the Institute and the same will become a part of the tender document and the contract agreement. No query of any form will be entertained or agreed after the pre-bid meeting.
Last date & time of download of Tender Document	27/07/2019 up to 04:00 PM

Last date & time of submission of RFP/ Bids (bid due date) online only	27/07/2019 up to 04:00 PM through online.
Opening of tender online (Technical Bid only)	26/08/2019 at 03:30 PM through online.
Place and date of submission of Bid Processing fee & EMD	Last Date of submission of Bid Processing fee & EMD: 27/07/2019 up to 04:00 PM in hardcopy (physical form) in a sealed envelope subscribing the name of Work and Tender number and to be submitted to the Procurement Officer, Purchase Department, Indian Institute of Management, Sambalpur, Jyoti Vihar, Burla, Sambalpur, Odisha- 768019

1.4 Special Instructions to Bidders for E- Tendering

The Special Instructions (for e-Tendering) supplements “Instructions to the Bidders,” as given in the RFP Document hereinafter. Submission of online Bids is mandatory for this Tender.

i) Tender Bidding Methodology:

The offer should be submitted through e-tendering mode in (<https://etenders.gov.in>). Technical and Financial Bid. The Bids will be uploaded along with all signed and scanned documents those are required for this particular tender.

ii) Broad outline of activities from Bidders prospective:

- a. Procure a Digital Signing Certificate (Signing + encryption).
- b. Register on <https://etenders.gov.in>.
- c. View Notice Inviting Tender (NIT) online.
- d. Download official copy of Tender Documents from Portal.
- e. Bid-Submission on <https://etenders.gov.in>.
- f. Attend Online Tender Opening Event (TOE) for Technical Part on <https://etenders.gov.in>.
- g. Opening of Financial Part (Only for Technically Qualified Bidders).

For participating in this tender online, the following instructions need to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the <https://etenders.gov.in> portal.

iii) Digital Certificates:

It is mandatory for all the bidders to have Class-III Digital Signature Certificate (Signing + Encryption) in the name of person who will sign the Bid) from any of the licensed Certifying Agency (Bidders can see the list of licensed C 's from the link www.cca.gov.in) to participate in e-tendering of IIM Sambalpur.

iv) Registration:

Intending bidders are requested to register themselves with <https://etenders.gov.in> for obtaining user ID, by paying a registration fee, online tendering fee etc. through e-payment gateway. Bidders are also required to obtain Digital Signature for participating in the e-tender.

For participating in the e-tendering process of IIM Sambalpur, the bidders shall have to be registered on the website <https://etenders.gov.in> by making required payment through online payment mode so that they will get user ID and password. This will enable them to access the website, <https://etenders.gov.in> with the help of Digital Signature by which they can participate in e-Tender of Indian Institute of Management (IIM), Sambalpur.

The intending bidder must have valid Class-III (Signing + Encryption) Digital Signature to submit the bid online. For this intending bidder may contact the helpdesk numbers provided hereinbefore.

1.5 Instructions to the Bidder

1.5.1 Brief description of the Selection Process

The Institute has adopted e-tendering having two stages selection process (collectively referred to as the “Bidding Process”) in evaluating the proposal comprising technical and financial bids to be submitted through online process. Firstly, the evaluation of the technical proposal shall be done as specified in the RFP. Based on this evaluation of the technical proposal, a list of technically qualified bidders shall be prepared. The financial bid of all the technically qualified bidders shall be opened at a later date and evaluation of financial bid shall be carried out as specified in Clause 1.10.

1.5.2 Download of RFP Document:

The RFP document and other details can be obtained from the institute website: www.iimSambalpur.ac.in and website: <https://etenders.gov.in>. Amendments, if any, will be notified in the above websites. The RFP document shall remain available for download from **28/06/2019 (10 AM) onwards to 27/07 /2019 up to 04:00 PM.**

1.5.3 E-Tender / Bid Processing fee:

Rs.5,000.00 (including GST @ 18%) to be furnished in the form of a demand draft / Banker’s cheque issued by one of the Nationalized / Scheduled Banks in India in favour of “Indian Institute of Management Sambalpur” payable at Sambalpur. E-Tender / Bid Processing fee will be non-refundable. Any bid not accompanied by the E-Tender / Bid Processing fee shall be summarily rejected by the Institute as nonresponsive.

1.5.4 Validity of the BID:

The Proposal shall be valid for a period of not less than 180 days from the Bid Submission Date. The Institute may at its discretion, request bidders to extend the Bid Validity Period for a specified period and also correspondingly the validity of the EMD.

1.5.5 Bid Security / Earnest Money Deposit:

- a. The Applicant shall furnish as part of its Proposal, an EMD of **Rs. 20,00,000/- (Rupees twenty Lakhs only)** in the form of a demand draft / Banker’s cheque/ Bank Guarantee issued by one of the Nationalized / Scheduled Banks in India in favour of “Indian Institute of Management Sambalpur” payable at Sambalpur. The EMD shall be refundable not later than 210 days from the Bid Submission Date, except in the case of the Preferred Bidder or

successful bidder whose EMD shall be retained till it has provided a Performance Security in terms hereof.

- b. Any bid not accompanied by the EMD of **Rs. 20,00,000.00 (Rupees twenty lakhs only)** shall be summarily rejected by the Institute as nonresponsive.
- c. The EMD of unsuccessful bidders shall be discharged / returned without any interest not later than thirty days after the expiration of the period of bid validity.
- d. The EMD shall be forfeited under the following conditions:
- e. If the bidder modifies or withdraws the proposal during the period of bid validity as specified in this RFP and as extended by the Institute from time to time or before the issue of the letter of award, whichever is later.
 - i) In the case of a preferred bidder fails to execute the consultancy agreement within the stipulated time or any extension thereof given by the Institute.
 - ii) If any information or document furnished by the bidder turns out to be misleading or false in any form.
 - iii) If any information or document furnished by the bidder turns out to be misleading or false in any form.
 - iv) In case of forfeiture of earnest money as prescribed above, the bidder shall not be allowed to participate in the retendering process of the same PMC.
- f. The validity of the EMD/BG will be **forty five** days beyond the validity period of bid.

1.5.6 Bid and other costs:

The Bidders shall be responsible for all costs associated with the preparation of their Bids and their participation in the Bid. The Institute will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

1.5.7 Site visit and verification of information:

Bidders are encouraged to submit their respective Bids after visiting the Project site and ascertaining for themselves the prevailing site conditions, location, surroundings, climate, availability of power, water and other utilities, access to site, weather data, applicable laws and regulations and any other matter considered relevant by them. The Institute shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the Bid document or the Bidding Process, including any error or mistake therein or in any information or data given by the Institute. Upon submission of bids, it will be presumed that the bidder had already visited the site, assessed and understood the entire scope of work to be carried out by the bidder.

1.5.8 Pre-bid meeting and Clarifications:

The purpose of pre-bid meeting is to clarify queries and to answer questions regarding the RFP/Bid document. Interested candidate may like to attend the pre-bid meeting which will be held at Indian Institute of Management Sambalpur, Jyoti Vihar, Burla, Sambalpur **on 10/07/2019 at 03.00 PM.**

Interested Bidders shall intimate the Institute about their participation for Pre-Bid meeting and send their queries prior to the Pre-bid meeting through email to procurement@iimsambalpur.ac.in before **08/07/2019 upto 10.00 AM** (date & time).

No queries raised beyond the stipulated date and time or any verbal/written queries raised

during the pre-bid meeting will be entertained.

The Queries sent through email within the stipulated date and time will only be taken up for discussions during the pre-bid meeting.

The decisions/replies to the queries will be intimated during the conduct of pre-bid meeting itself and the decision of the Competent Authority of the Institute will be final and binding for all purposes. No query of any form will be entertained or agreed after the pre-bid meeting.

The minutes of the pre-bid meeting will be published in the website of the Institute and the same will become a part of the tender document and the contract agreement.

1.5.9 Amendment of RFP:

1.5.9.1 At any time prior to the deadline for submission of RFP, the Institute may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of addendum/corrigendum and same will become the part of RFP. The addendum/corrigendum will be available on the institute website: www.iimsambalpur.ac.in & <https://etenders.gov.in>. Separate notification/advertisement will not be made for this in the print media.

1.5.9.2. In order to afford the Bidders a reasonable time for taking an Addendum into account or for any other reason, the Institute may, at its own discretion, extend the Bid Due Date.

1.5.10 Right to accept and to reject any or all Bids

1.5.10.1 Notwithstanding anything contained in this RFP, the Institute reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment and without assigning any reasons thereof.

1.5.10.2 The Institute reserves the right to reject any Bid and appropriate the Bid Security if:

- a) At any time, a material misrepresentation is made or uncovered or
- b) The Bidder does not provide, within the time specified by the Institute, the supplemental information sought by the Institute for evaluation of the Bid. Such misrepresentation/improper response shall lead to the disqualification of the Bidder. If such disqualification/rejection occurs after the Bids have been opened and the Preferred Bidder gets disqualified/rejected, then the Institute reserves the right to:
 - i) Consider the remaining Bidders for further evaluation and award or
 - ii) Take any such measure as may be deemed fit in the sole discretion of the Institute, including annulment of the Bidding Process.

1.5.10.3 The Institute reserve the Rights to verify all the statement, information & documents submitted by the bidder in response to the RFP or the bidding documents and the bidder shall, when so required by the institute, make available such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification by the Institute shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Institute thereunder. A Bidder is eligible to submit only one Bid.

1.5.11 The Bidder, in case of Bidding Company, should submit a Power of Attorney as per the format authorizing the signatory of the Bid to commit the Bidder.

1.5.12 Bids in Joint Venture / Consortium will not be accepted.

1.5.13 Any condition or qualification or any other stipulation contained in the Bid which is inconsistent with the terms of the Bidding Documents shall render the Bid liable to rejection as a non-responsive Bid.

1.5.14 Language of Bid:

The Bid prepared by the bidder and all documents/communications in relation to or concerning the Bidding Documents and the Bid shall be in English language only. Bid submitted in any other language is liable to be rejected.

1.5.15 (i) IIM Sambalpur has decided to use process of e-tendering for inviting this tender and so the hard copy of the Tender Document will not be available for sale and only online submission of bids will be acceptable.

(ii) The tender should be submitted online under Two Bid Systems i.e. “Technical Bid” and “Financial Bid”. Technical bid must contain the information as prescribed in tender document. The “Financial Bid” must contain the fees for providing Services.

(iii) The bidders are requested to upload all the digitally signed documents as per RFP before the closing of the tender.

1.6 Documents comprising the Technical and Financial Bid

1.6.1 The Bidder shall submit the Technical Bid in the formats specified in respect thereof keeping in mind the evaluation criteria defined in the RFP document. The Technical Bid shall comprise the following documents:

- a) Form-1: Transmittal Letter
- b) Form-2: Bidder’s Profile
- c) Form-3: Technical capacity (Experience) of the Bidder to claim eligibility
- d) Form-4: Project Datasheet to claim eligibility
- e) Form-5: Affidavit for similar work experience
- f) Form-6: Key Employee List
- g) Form-7: CV of Key Employees
- h) Form-8: Financial Capacity of the Bidder
- i) Form-9: Format for Power of Attorney
- j) Form-10: Bidders Affidavit
- k) Form-11: Details of Technical Personnel to be deployed for the project
- l) Form-12: Details of Disciplines for which Consultants are proposed to be appointed by the bidder for this project
- m) Form-13: Performance Security Bank Guarantee
- n) Form- 14: Format for EMD/ Bid Security
- o) Form-15: Form of Consultancy Agreement
- p) Form-16: Undertaking for Integrity Pact
- q) Form-17: Financial Proposal: e-Submission Form - to be submitted in Part-II.
- r) Certificate from the owner for design and construction of Certified Green Building / Campus as indicated in RFP document. Provisional Certificate issued by GRIHA / LEED for relevant category would also be eligible. In absence of such certificates, self-certification issued by the Director of the bidding Company stating clearly the reason for non-issuance of the same by the client, to the full satisfaction of the Institute, may be considered.

- s) Signed “Request for Proposal” (RFP) document.
- t) All other documents, as required in terms of the RFP, to claim eligibility.

Annexures:

1. Annexure- A: Scope of Comprehensive Architectural Services

The scope of work covered in the Comprehensive Architectural Services, to be provided by the Architect shall form part of the scope of work of the PMC.

1.6.2 Financial Bid: The financial proposal as per the attached format about the consultancy Fees

- a) The Consultancy fees shall be fixed and inclusive of all taxes and levies payable under respective statutes except GST, which, as applicable, shall be paid by the Institute over and above the fees. However, if any other further tax or levy is imposed by the Statute, after the last stipulated date for the receipt of bid including extensions, if any, and the PMC thereupon necessarily and properly pays such taxes/levies, the PMC shall be reimbursed the amount so paid.
- b) The Consultancy fees shall be deemed to include the cost of necessary subordinate staff and all other expenditures, which the PMC may incur in the course of carrying out and rendering duties and services agreed upon. The PMC shall not be entitled to any payment or remuneration, over and above the fees.
- c) All necessary statutory deductions as per laws of the Local Bodies / State Government / Government of India shall be affected from the bills payable to the PMC.
- d) The Consultancy fees payable includes the fees payable by PMC to any other specialized consultant employed by the PMC towards meeting its Scope of Project Management consultancy Services.
- e) The fees payable to the Government / Local Bodies for getting necessary approvals / sanctions, as envisaged in the scope of Architect, will be separately borne by the PMC as per actual.
- f) The PMC hereby agrees that fees to be paid will be in full discharge of functions to be performed by them as per the Scope of Services.
- g) All payments shall be made in Indian Currency.

1.7 Submission of Bid Proposal

- a) IIM Sambalpur has decided to use process of e-tendering for inviting this tender and so the hard copy of the Tender document will not be available for sale and only online submission of bids will be acceptable.
- b) The tender should be submitted online under Two Bid Systems i.e. “Technical Bid” and “Financial Bid”.
- c) Technical bid must contain the information as prescribed in tender document. The “Financial Bid” must contain the fees for providing Services. The bidders are requested to upload all the documents as required in the tender (RFP) to claim their eligibility.

1.7.1 Documents Comprising the Bid

The Bid should be prepared keeping in mind the evaluation criteria defined in the RFP Document. The Bidders shall online submit their bids in two parts i.e.

- a) Technical Bid (Part - I)

b) Financial Bid (Part - II)

1.8 Opening of Bids

Place of opening of Tender Bids: IIM Sambalpur has adopted e-tendering process which offers facility for “Online Tender Opening.” IIM Sambalpur tender opening officers as well as authorized representatives of bidders can attend Online Tender Opening Event from comfort of their offices. However, authorized representatives of the bidder, if so desire, can attend the Tender Opening Event TOE at IIM Sambalpur, where Tender Opening Officers would be conducting Online TOE.

1.9 Evaluation of Technical Proposals

1.9.1 During this stage, the Technical Proposals which are declared responsive will be evaluated by the Institute to ascertain the credentials of the Bidder on the basis of the Eligibility Criteria laid down in the RFP. A responsive bid is one which:

- i) is received by the Bid due time, date including extension thereof, if any.
- ii) is signed, sealed and marked as mentioned in the RFP.
- iii) is accompanied by the Power(s) of Attorney.
- iv) Contains all the information/documents as required in the RFP and in the required formats same as those specified in this RFP.
- v) is valid for the validity period as set out in RFP.
- vi) is accompanied by tender processing fees and the Bid security.
- vii) Conforms to all the terms, conditions and specifications of RFP without deviation or reservation.

If a bid is not substantially responsive to the requirements of RFP, it will be rejected by the Institute. The decision of the Institute in this regard shall be final and binding. Conditional bids shall be rejected.

1.9.2 If the Technical Bid of any Bidder is not substantially responsive, the bid of such bidder will be rejected by the Institute and the bidder will not subsequently be allowed to make its bid responsive by correction or modification or withdrawal of the non-conforming deviation or reservation.

1.9.3 The Institute reserves the right to seek clarifications or additional information / documents from any bidder regarding its Technical Proposal. Such clarification(s) or additional information / document(s) shall be provided within the time specified for the purpose. Any request and response thereto shall be in writing. If the Bidder does not furnish the clarification(s) or additional information / document(s) within the prescribed time, the Proposal shall be liable to be rejected. In the case Proposal is not rejected, the Institute may proceed to evaluate the Technical Proposal by construing the particulars requiring the clarification to the best of its understanding and the Bidder shall be barred from subsequently questioning such interpretation of the Institute.

1.9.4 Bidder who meets the Eligibility Criteria shall be shortlisted as Qualified Bidders. The Institute shall notify all the technically qualified (shortlisted bidders) bidders indicating the date, time and venue for attending the opening of financial bids.

1.10. Opening & Evaluation of Financial Proposals

1.10.1 Evaluation committee shall open the financial bid in the presence of the bidders/their

authorized representative who choose to attend the opening process of the financial bid.

- 1.10.2 On opening of the financial bids, the evaluation committee shall read out the financial bid to all the bidders and ask to sign the compiled list of bidders.
- 1.10.3 If any discrepancy is found between the fees written in the figure and in words in the financial bid, the fees written in words shall prevail. The evaluation committee shall correct error, if any and sign the same.
- 1.10.4 On opening of financial bids and evaluation thereof the tenderers will be ranked accordingly to their composite scores (Technical & Financial) as per clause no. 4.2 hereinafter and will be listed in order of merit as H1, H2 and H3 and so on. The top scorer H1 would be eligible for award of the work. No correspondence shall be entertained by the Institute from the unsuccessful bidders.

1.10.5 Award of Contract

- i) After selection, a Letter of award (the “LOA”) shall be issued, in duplicate, by the Institute to the Preferred Bidder and the Preferred Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof as a token of acceptance. In the event the duplicate copy of the LOA duly signed by the Preferred Bidder is not received by the stipulated date, the Institute may, unless it consents to extension of time for submission thereof, forfeit the EMD of such bidder. The letter of award shall form a part of the agreement.
- ii) Within ten days from the date of issue of the letter of award the preferred bidder shall be required to submit the performance guarantee and execute the agreement.
- iii) The successful bidder shall also sign an integrity pact.

1.10.6 Performance Guarantee

The selected PMC, as Performance Guarantee for the due, faithful performance and discharge of all the PMC’s obligations during project development in terms of the provisions of the RFP, is required to furnish an irrevocable and unconditional Performance Guarantee in the form of a Bank Guarantee equivalent to 5% (Five Percent) of the contract value i.e. Total Fees payable (The construction period Performance Guarantee) at the time of signing of the Agreement. The same shall be valid for a period of five years from the date of signing of the Agreement.

The performance guarantee shall be furnished within the time limit specified in the bid document. If there are delays in executing the PMC work that are not condoned or accepted by the Institute or if the PMC fails to perform the services in accordance with the Provisions of the RFP, the Performance Guarantee shall be forfeited partially or fully depending upon the nature of the default.

In this regard the decision of Director of the Institute or any other competent Authority of the Institute to levy compensation and the amount of compensation levied is final and binding. The Institute may also decide to deduct the compensation amount against any sum payable to the PMC, under this agreement in this case

The Construction Period Performance guarantee shall be refunded within 15 days of furnishing of the O&M Period Performance Guarantee.

During Operation & Maintenance Phase:

The PMC, as Performance guarantee for the due and faithful performance and discharge of all the PMC's obligations during Operation & Maintenance phase in terms of the provisions of the RFP, is required to furnish an irrevocable and unconditional Performance guarantee, in the form of a Bank Guarantee for an equivalent to 10% (ten percent) of the fees payable in the O&M phase (the O&M Period Performance Guarantee) and shall be submitted after the completion of the defect liability period of the work.

The O&M Period Performance Guarantee shall be provided pursuant to handing over of work and obtaining occupancy certificate and other approvals as per scope of the services towards Construction Period.

If the PMC fails to perform the Services in accordance with the Provisions of the RFP during O&M period, the Performance Guarantee shall be forfeited partially or fully depending upon the nature of the default.

In this regard the decision of Director of the Institute or any other competent Authority of the Institute to levy compensation and the amount of compensation levied is final and binding. The Institute may also decide to deduct the compensation amount against any sum payable to the PMC, under this agreement in this case

The Bank Guarantee towards O&M Performance Guarantee, provided by the PMC shall be valid and in full force till 6 months after the completion of the O&M period, i.e. two years and six months. Both the Performance guarantees shall be provided by the selected bidder in the format provided hereinafter in the RFP.

Both the Performance Bank Guarantees shall be periodically renewed by the PMC, so as to remain valid and in full force throughout the period meant for.

The failure of PMC to comply with this provision shall constitute sufficient ground to terminate the Agreement.

Project Summary

Sl. No	Description	Details
1.	Name of the Project	Phase-I of Permanent Campus for IIM Sambalpur
2.	Location	Basantpur, near Gosala, Sambalpur, Odisha.
3.	Area	200 Acres approx..
4.	Proposed Area for Construction	60384 Sq. Mtr.
5.	Estimated Project Cost	Rs. 400 Crores
6.	Scope	Project Management Consultants
7.	Technical Staff to be deployed in site	Refer Clause No 6.8 (IV)
8.	Duration of Project	30 Months
9.	Status of the Project	<ol style="list-style-type: none">1. Govt. of Odisha allotted about 200 acres of land located at Basantpur, Near Goshala, Sambalpur.2. Construction of boundary wall for the site was completed.3. Site was handed over by Odisha State government to IIM Sambalpur on June 22, 2018.
10.	Approvals	DPR approved by MHRD
11.	Source of Project Funding	HEFA (Higher Education Funding Agency)

2. DEFINITIONS

Unless context or consistency demands otherwise the following terms shall have the meaning assigned to them as under:

- 2.1 'IIM Sambalpur' or the 'Institute' or the 'owner' or the 'client' means the Indian Institute of Management Sambalpur (IIM Sambalpur) including its Society, Board of Governors, Director and its functionaries and any other officials or agencies designated by the Director or the Board of Governors for the purpose.
- 2.2 Project Management Consultant (PMC)' means the Applicant, appointed as such pursuant to this selection process, for providing Project Management Consultancy services for the New Campus Design & Development Project of IIM Sambalpur. PMC's responsibilities include pre-planning consultancy, Providing architectural/structural/ MEP services designs and evaluating detailed designs with respect to coordination of services and execution, Vetting of Bills of quantities/cost estimates of architects/ Detailed Specifications construction agencies, planning, execution, supervision and monitoring, ensure quality control, Safety management, Environmental management Plan, timely completion, post-completion review & rectification, and all other responsibilities related to completing the project as agreed under the contract with the Institute.
- 2.3 'Request for Proposal (RFP)' means this document specifying the requirements, terms and conditions, scope, and other related particulars of selecting and employing a PMC for the New Campus Development Project of IIM Sambalpur.
- 2.4 'Project Management Services (PMS)' means services to be rendered by PM to IIM Sambalpur for its New Campus Development Project.
- 2.5 'Application means the proposal submitted by an Applicant for providing Project Management Services and shall include Technical Proposal and Financial Proposal.
- 2.6 'Applicant' means the individual/firm/company/organisation or similar entity submitting an Application in response to this Request for Proposal.
- 2.7 'Technical Proposal' means the technical part of the Application that includes data and documents required for evaluating the technical capability of the Applicant.
- 2.8 'Financial Proposal' means the financial part of the Application that specifies the fee, Applicant wishes to charge from IIM Sambalpur for providing PM services for its New Campus Development Project and it comprises of fee quoted for the total project and the stages of the project.
- 2.9 'Fee' means the stage wise charges to be paid to the PMC for the services rendered by it on the New Campus Development Project of the Institute after thorough inspection and due satisfaction of the duly authorised representative of IIM Sambalpur.
- 2.10 'Master Plan' means the overall architectural plan / Site layout plan including, but not limited to the details of road networks, street lighting, water supply and drainage details, storm water drainage, STP, WTP, building layouts, Electrical layout, firefighting layout, Landscape plan, rain

water harvesting plan, horticulture as per the Development Control Regulations and building bye laws of MADC/ State Govt. statutory body for the New Campus Development of the Institute to be prepared by Design Consultant.

2.11 'Design Consultant' means the consultant selected through a competitive process to provide services of Master planner and Architectural services, based on their reputation, proven capabilities and evaluation of submitted design proposals. The Design Consultant shall be responsible for developing the Master Plan of the Campus in consultation with the PMC, Campus. Development Committee of IIM and any other representatives appointed and the Institute, preparing the architectural and engineering designs for various structures and utilities and supporting the implementation through specific designs and drawings and assistance in construction and commissioning of facilities.

2.12 'Defect liability period' means the warranty period beyond the project completion.

2.13 'Net worth' means total assets minus total outstanding liability.

2.14 'Capital cost' means total Approved Project Cost.

3. ELIGIBILITY CRITERIA

To be eligible for being considered for selection as the PMC, a bidder should fulfill the following conditions of minimum eligibility:

3.0 Applicant shall be a Public Sector Undertaking (PSU)

3.1 Technical Criteria:

3.1.1 The bidder/bidding organization should have experience of providing Project Management Consultancy and engineering services of similar nature* for a minimum period of seven years ending last day of the month previous to the one in which the bids are invited i.e. Eligibility Period.

3.1.2 The intending bidder/bidding organization must have in its name as a prime contractor experience of having satisfactorily completed the Project Management Consultancy Services of similar nature* of project(s) during the Eligibility Period under single agreement as any of the following:

i) Three similar completed works each costing not less than the amount equal to 40% of the estimated cost put to tender i.e. **Rs. 150 Crores**

OR

ii) Two similar completed works each costing not less than the amount equal to 50% of the estimated cost put to tender i.e. **Rs. 188 Crores**

OR

iii) One similar completed work costing not less than the amount equal to 80% of the estimated cost put to tender i.e. **Rs. 300 Crores.**

Note: Cost of previous completed works shall be given a simple weightage of 7% per years to bring them at current price level, while evaluating the qualification requirement of bidder. Such weightage shall be considered after end date of completion. Updating will be considered for full or part of the year (total no of days/365) i.e considering 365 days in a year's, till the last day of month previous to one in which bid has been invited.

3.1.3 The Institute intends to appoint a single entity for the assignment of providing Project Management Consultancy and Engineering services. As such, the bidder should note that the work will be awarded and executed only by the successful bidder and not by its subsidiary or associate company etc.

3.1.4 *Similar nature of Project shall mean that the Project management consultant shall have experience in providing PMC and Engineering Services for complete campus development in any Central Universities / IIMs / IITs / NITs / AIIMS / Medical College or University / Institutional Buildings / Central PSU Campus(es) / Central or State Govt. Campus(es) consisting of multi-storied / high rise including Public Health Engineering, firefighting works, Internal and external electrical works, Solar lighting, security systems, GRIHA norms for achieving minimum three star rating, HVAC, lifts, horticulture, roads, walkways, disabled friendly accessible features etc. and all other works not mentioned herein but required for completion of the project in all respects. The project should have been completed in India.

- 3.1.5 (a) The Bidder should have experienced in-house design team for civil, structural, MEP, HVAC and GRIHA services. Further, the PMC should have a team of professionals dedicated exclusively for this work of IIM Sambalpur, headed by a team leader. The team leader shall be responsible for overall supervision, coordination and management of all the project assignments.
- (b) The bidder, during the submission of bid should enclose the complete details of the dedicated/exclusively earmarked team of professionals as indicated in Para 6.8 (iv) of this document and also should enclose the CV/ bio-data of the professionals with the technical bid of the document. If a person proposed for any position is not found suitable by the institute; another CV shall be submitted and the same procedure shall follow till a suitable person for the given position is approved.
- (c) The proposal shall remain valid for a period not less than 180 days from the proposal due date (proposal validity period). The institute reserves the right to reject any proposal, which does not meet this requirement. The proposal validity period may further be extended on mutual consent.
- (d) The Earnest Money deposit (EMD) of Rs. 20.00 lakhs (Rupees twenty lakhs only) in the specified form should be submitted in physical form to the tender inviting authority Before **27/07/2019 up to 04.00 PM**. The EMD of the unsuccessful bidders will be returned after the issue of LOA to the successful bidder. The EMD submitted by the successful bidder shall be adjusted against the performance security/ performance guarantee and will be retained by the institute.
- (e) The EMD shall be forfeited in case of any information or document furnished by the bidder turns out to be misleading or untrue in any material respect and if the successful bidder fails to execute the consultancy agreement within the stipulated time or any extension thereof provided by the institute.

3.2 Financial Criteria

3.2.1 Financial Turn over: The average annual financial turnover of the bidder should be at least Rs. 1500 Crores (Rupees One Thousand Five hundred Crores) during the immediate last five consecutive financial years ending with 31.03.2019.

The bidder shall submit balance sheet and profit and loss account for last five financial years certified by Chartered Accountant. The turnover should be in the name of the bidder.

Net-worth: The Bidder shall have a positive net worth as on 31.03.2019 as per the audited account.

4. EVALUATION CRITERIA

The successful bidder will be selected based on “Quality and cost-based selection (QCBS)” method. The Agencies who fulfil the minimum eligibility requirements as per clause: 3 and sub-clauses thereof shall be eligible to apply.

4.1 Technical Bid

The duly constituted Tender Evaluation Committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and by applying the evaluation criteria bid shall be evaluated as under:

Sl. No	Criterion	Evaluation Criteria	Supporting Documents
A	Technical Manpower	20 Marks	
i)	Presence of in-house professionally qualified staff in the PSU in indicative categories	10 Marks	
	Civil Engineers (B. Tech./B.E. & Above)	101 Engineers & Above Between 50 to 100 Engineers Less Than 50 Engineers	4 Marks 2 Marks 0 Marks CVs of the Engineers
	Electrical Engineers (B. Tech./B.E. & Above)	51 Engineers & Above Between 30 to 50 Engineers Less Than 50 Engineers	2 Marks 1 Marks 0 Marks CVs of the Engineer
	Mechanical Engineers (B. Tech./B.E. & Above)	51 Engineers & Above Between 30 to 50 Engineers Less Than 50 Engineers	2 Marks 1 Marks 0 Marks CVs of the Engineer
	Architect on roll (B. Tech./B.E. & Above)	03 Architect & Above Less than 3 nos.	2 Marks 0 Marks CVs of the Engineer
ii)	The Proposed PMC Team for IIM Sambalpur	Will be decided on the submission of CVs for the proposed staff as per Clause no- 6.8 (IV)	10 Marks CVs of the proposed Staff
B	Past Experience of the PSU	30 Marks	
		Max. 15 Marks i) Three Similar completed works each	

i)	Experience in Similar Works during last Seven Years: Projects Successfully Completed.	costing not less than the amount equal to 40 % of the estimated cost put to tender i.e. Rs. 150 Cr. OR ii) Two Similar completed works each costing not less than the amount equal to 50 % of the estimated cost put to tender i.e. Rs. 188 Cr. OR iii) One Similar completed works each costing not less than the amount equal to 80 % of the estimated cost put to tender i.e. Rs. 300 Cr.	Work Order and Work Completion Certificate
ii)	PSU Status	Max. 5 Marks Navaratna & Above 5 Marks Scheduled A Mini Ratna 3 Marks Scheduled B Mini Ratna 2 Marks	Self-Certificate
iii)	MOU Rating of the PSU during last 5 Years	Max. 5 Marks Excellent- For each excellent/ per year 1 Marks Very Good- For each very good/ per year 0.5 Marks Good- for each good /per year 0.25 Marks	MOU Rating Certificate
iv)	Experience in constructing Green Building	Max. 5 Marks At least single project successfully completed with 5 star GRIHA/ Platinum LEED rating 04 star 5 Marks GRIHA/ Gold LEED rating 03 star 2 Marks GRIHA/ Silver LEED rating 1 Marks	Project Completion Certificate
C	Financial Capability	20 Marks	
i)	Average Annual financial turnover in last 5 years.	Max. 10 Marks Average Annual Financial Turnover Rs. 1500 Cr. In last Five years. 10 Marks	Annual Turnover Report of last Five years
ii)	Average Annual Profit (PBIDT) during last three financial years.	Max. 10 Marks Between Rs. 50 – Rs. 100 Cr. 2 Marks Between Rs. 100 – Rs. 300 Cr. 5 Marks Above Rs. 300 Cr. 10 Marks	Profit & Loss statement of last 3 FY.
D	Methodology, Understanding of Project and presentation on Concept Design	The presentation will be held any day during 12 th to 19 th Aug 2019 at Bhubaneswar and the exact date will be communicated after bid submission. The evaluation/marketing of the presentation will be done by the Evaluation Committee/ jury constituted by IIM Sambalpur. The presentation will be approximately 60 minutes and will consist of three parts: i) Past projects with focus on special features and	30 Marks

		<p>quality aspects (along with some photos) and special project management techniques that might have been used to execute the project speedily and within initial budgeted cost.</p> <p>ii) The Applicant's philosophy towards this project with respect to the nature of typology, structure, orientation, kind of finishing, approaches for Green building, sustainability, energy efficiency/overall savings, safety measures, innovations/KAIZENS etc.</p> <p>iii) Project management approach the Applicant plans to use for this project - project organization for PMC, responsibility of key personnel, etc.</p>	
	Total	100 Marks	

- a) The Technical Evaluation shall be carried out based on the documents submitted by the bidder for technical bid.
- b) The evaluated Bid will be given a Technical Score (TS). The minimum technical score required to qualify technical evaluation is 60 Marks out of 100. A bid will be considered unsuitable and will be rejected at this stage if it fails to achieve the minimum technical score. IIM SBP will notify bidders who fail to score the minimum technical score about the same and the Financial Bids of such failed bidders will not be opened. IIM SBP will notify the bidders who secure the minimum qualifying technical score, indicating the date and time set for opening of the Financial Bids.
- c) Financial Bid Opening and Bids Evaluation

The Financial Bids will be considered only of those bidders who secure marks 60 and above in technical bid out of 100. The fees indicated in the Financial Bid shall be deemed as final and reflecting the total fees of services and should be stated in Indian Rupees (INR) only. The fees quoted by the bidder shall be inclusive of all taxes, duties, levies but excluding GST & GST Compensation Cess, if applicable, under the Applicable Law of the land.

The payment of GST and GST Compensation Cess by service availer (i.e. Owner) to bidder/contractor (if GST payable by bidder/contractor) would be made only on the latter submitting a GST Bill/invoice in accordance with the provision of relevant GST Act. Payment of GST & GST Compensation Cess is responsibility of bidder/contractor.

However, such duties, taxes, levies etc. which is notified after the last date of submission of Bid and/or any increase over the rate existing on the last date of submission of Bid shall be reimbursed by the company on production of documentary evidence in support of payment actually made to the concerned authorities. Input tax credit is to be availed by paying authority as per rule. Similarly, if there is any decrease in such duties, taxes and levies the same shall become recoverable from the PMC.

If Owner fails to claim Input Tax Credit (ITC) on eligible Inputs, input services and Capital Goods or the ITC claimed is disallowed due to failure on the part of supplier/vendor of goods and services in incorporating the tax invoice issued to Owner in its relevant returns

under GST, payment of CGST & SGST or IGST, GST Compensation to State) Cess shown in tax invoice to the tax authorities, issue of proper tax invoice or any other reason whatsoever, the applicable taxes & cess paid based on such Tax invoice shall be recovered from the current bills or any other dues of the PMC along with interest, if any.

4.2 Award of Contract

Selection of Bidder for Award of Work: The final selection of the tenderer for the award of work will be based on the scores secured by it in the Technical bid (Stage-I) and the fees quoted by it in the financial bid (Stage-II) as detailed below:

- i) 80 % weightage will be considered for Technical Score (TS) obtained in the Technical bid.
- ii) 20 % weightage will be considered for the fees quoted by the bidder in the financial bid, this will be termed as Financial Score (FS).

Financial score of the proposals will be determined using the following formula:

$FS = 100 \times (FL/F)$ Where,
'FS' is the financial score of an applicant,
'FL' is the lowest Financial Proposal among all and
'F' is the financial proposal of the particular applicant.

- iii) For the purpose of calculation of Composite Score (S) for each bidder, the weightage shall be 80 % for the Technical Score (TS) and 20% for Financial Score (FS) of the respective applicants. The Composite Score shall be calculated using the following formula:

$$S = TS \times 0.80 + FS \times 0.20$$

Tenderers will be ranked accordingly to their Composite Scores and will be listed in the order of merit as H1, H2 and H3 and so on. The top scorer H1 would be successful bidder i.e. eligible for award of work.

- iv) However, in the event of tie at the top position between two or more bidders, the preferred bidder shall be selected on the basis of more technical competence i.e. bidder with more technical score (TS) shall be selected as preferred bidder. However, the preferred bidder shall be required to match the lowest price bid among the bidders forming the tie.

If the preferred bidder does not agree to match the lowest price bid among the bidders forming the tie, the bidder having 2nd highest technical score (TS) will be considered for award in the similar way with the lowest price bid among the bidders forming the tie.

5. SCOPE OF PROJECT MANAGEMENT CONSULTANCY SERVICES:

5.1 General:

- 5.1.1 The Indian Institute of Management, Sambalpur (referred to as "the Institute or IIM Sambalpur" or "IIM Sbp" hereinafter) seeks the services of reputed Central Government Public Sector Organizations for providing the "Project Management Consultancy" services and act as the "Project Management Consultant" handholding the entire activities involved for

development of the proposed permanent campus of the Institute. In Phase- 1, only 60384 sqm approx. built-up area under various buildings of the Project shall be constructed in phased manner as given hereinafter. The PMC is expected to extend all necessary support to the Institute in managing the project, subject to the provisions of this Request for Proposal (referred to as the “RFP” hereinafter) and other terms and conditions of the consultancy agreement signed between the PMC and the Institute.

5.1.2 IIM Sambalpur Campus is proposed in an area of land measuring approximately about 200 Acres at Basantapur village near Gosala near Sambalpur city. The site is situated in the close proximity of National Highway (No.53) & State Highway. Most of the land is non-agriculture terrain. (Referred to as “the Project site” hereinafter).

5.1.3 The PMC will function under the supervision of as specific principles and guidelines as set forth by the institute and shall assist and facilitate the Institute in its decision making for development of new campus of IIM Sambalpur.

5.1.4 The PMC shall be guided in its assignment by the prevailing codes, standards, specifications, guidelines, manuals as required for planning, designing, construction and operation & maintenance of the infrastructure facilities adopting the best practices.

5.1.5 Proposed Buildings and Services

The Institute campus will be designed contextual with locale with modern, sustainable, Energy Efficient buildings in accordance with standard and best practices / guidelines. The campus under phase -1 works will have major buildings as specified below. Based on the Institute requirement, any number of more building(s) can be added or deleted in this list.

PHASE-WISE CONSTRUCTION OF BUILDINGS - Built up area wise:

Sl. No	Items- Sambalpur	Area for 1 st Phase (Sqm)	Total Area (Sqm)	Rs. (In Crore)
1	Boys Hostel	10479		
2	Mixed Hostel (Girls +FPM)	5003	15482.2	44.58
3	Kitchen cum dining hall complex	1750	1750	4.84
4	Student Activity Centre	2500	2500	9.19
5	Satellite Shopping Complex	250	250	0.91
6	Student Canteen	350	350	0.90
7	Sub Total- 1	20332.19	20332.19	60.42
8	Director Residence	371	371	0.93
9	Faculty Residence (4833+6617+10212)	7756		0.00
10	CAO + Finance Account Officer	401		0.00
11	Medical Officer	148	8305.2	24.08
12	Non- Teaching Staff Residence (3200+3120+1890+1874)	3611	3610.6	10.39
13	Faculty Club			0.00

14	Community Centre	2000	2000	7.69
15	Commercial Facilities for Staff			0.00
16	Sub Total- 2	14286.85	14286.85	43.09
17	Classroom Complex	4015	4015.3	15.80
18	Faculty Building	3836	3836.3	14.35
19	Computer Centre & Communication Service- Telephone Exchange	2000	2000	8.17
20	Virtual Learning centre /audio visual centre	2000	2000	8.09
21	Central Library	2000	2000	8.25
22	Auditorium/ Conference Centre	4000	4000	15.98
23	MDP	1500	1500	5.79
24	Sub Total-3	19351.66	19351.66	76.44
25	Administrative Complex+ Engineering workshop	2813		0.00
26	Incubation Centre	700	3513.299	13.77
27	Guest House	1500	1500	4.33
28	Health Centre	300	300	1.17
29	Worship/ Meditation Place	400	400	1.53
30	Electrical Substation	700	700	2.67
31	Sub Total-4	6413.30	6413.30	23.46
32	Total	60384.01	60384.01	203.41
33	Development Cost			106.182
34	Sub total (32+33)			309.59
35	PMC (g) 6% of 34			18.58
36	Additional GST impact @ 4.89% of 34			15.14
37	Total construction cost (34+35+36)			343.31
38	Equipment & Furnishing			17.54
39	ICT Infrastructure			17.57
40	Sub-total (37+38+39)			378.42
41	Cost escalation 5) 2.25% of			12.98
42	Contingency @ 3%			10.55
Grand Total				401.94

NOTE: All buildings shall be sustainable, energy efficient, Green and space shall be used optimally. Campus should be designed so as to leave enough space for future expansion.

5.2 Objectives

The PMC shall function completely under the supervision as well as specific principles and guidelines laid down by IIM Sambalpur and rules, regulations and norms of MHRD GoI. However, the following objectives are to be achieved through PMC for new campus development of IIM Sambalpur:

- i) To assist the Institute in Preliminary Surveys and Investigations:
 - a. Preparation of tender document and tendering process through e- tendering for the selection of agency for carrying out all Preliminary Surveys and Investigations, supervision, vetting the tests and results for the investigation mentioned below.
 - b. Geotechnical and Sub-soil investigations in accordance to relevant BIS codes and CPWD specifications.
 - c. Hydrological Survey.
 - d. Environment Impact Assessment.
 - e. Any other survey required to carry out the work.
 - f. Topographical survey is in the Scope
- ii) To review all activities associated with architect for correctness and completeness.
- iii) Obtain statutory approvals which are not covered in the scope of the Architect for commencement of construction work and handing over of constructed facilities to the Institute. Assist the Architect to obtain the statutory approvals under his agreement.
- iv) Bid process management on the guidelines approved by the Institute and submit clear recommendations for approval and award of construction/other associated works/services etc.
- v) Comprehensive supervision of project implementation activities carried out by the Contractor/s i.e. the project implementing agency selected through open tendering to ensure complete compliance with the drawings, technical specifications and various stipulations contained in the contract documents. Ensure high standards of quality assurance in the execution of work, completion of the work within the stipulated time frame and handing over of the constructed facilities to the Institute.
- vi) Monitoring of Operation and Maintenance of infrastructure facilities developed for the institute for a period of 2 years after completion and handing over of the facilities to the Institute.

5.2.1 Responsibilities of the PMC

5.2.1.1 Selection of Architect/ Design Consultant

The PMC will select the Architect / Design Consultant, in coordination with and with the approvals from IIM Sambalpur. The manner of selection will be decided solely by IIM Sambalpur. This will include the Request for Proposal (RFP) document, evaluation, preparing a short list of applicants who will be invited to present their proposals, presenting the list to IIM Sambalpur board for its vetting and approval. The selection of Architect will be based on QCBS 80/20.

The PMC shall not take any decisions on the implementation plan or on the selection of various agencies for implementation without the formal explicit approval/consent of IIM Sambalpur. IIM Sambalpur will have the final authority in all selection and decision processes related to the campus development. The PMC shall create a time line for all activities of the campus development. project

and do a complete listing and planning of activities in co-ordination with IIM Sambalpur.

The scope of work would be to assist IIM Sambalpur in the development of the permanent campus from the beginning to completion or handover stage. The heads which comprise the services the PMC is expected to render are:

- (i) Overall design of campus to include Master Planning of Campus, detailed architectural designs of all Buildings, Structural designs, MEP Services.
- (ii) Project management and contract management,
- (iii) Supervision & monitoring of planned project,
- (iv) Monitoring project outcomes.

While it is not possible to list out every detail of the scope of services required, the major aspects are listed below.

5.2.1.2 General: Faithfully recording the minutes/MOM of all meetings held with the Institute, and all other related agencies such as the designers, contractors/Consultants/vendors etc. and distributing the same to all concerned members.

5.2.1.3 Provisioning of Master Plan, detailed Campus designs, Architect, structural design and MEP services.

The PMC with the help of Architect/ Design Consultant will provide a comprehensive master plan including infrastructure services of the campus considering the future growth of the campus. The detailed requirements of the master plan shall be given by IIM Sambalpur. Architectural designs of the individual buildings shall be prepared as per the functional requirements of IIM Sambalpur. Initially, only Master plan consisting of all phases and the actual building and infrastructure requirements for phase I shall be prepared. The actual building designs of other stages have to be done later and not in the purview of this PMC. The actual building and infrastructure requirements for later phases will be spelt out in a separate document which will be given to the PMC at a later stage.

It may be noted that the professional fee for Architect/ Design Consultant services shall be included in the financial bid of the PMC. The Master plan, infrastructure service designs and the architectural drawings shall be provided to IIM Sambalpur on completion of each task.

IIM Sambalpur unequivocally retains the right to engage the services of this Master Planner / Architect at a future date, for future designs, if it so wishes, independently of the PMC organisation, at its own discretion.

5.2.1.4 Specific Responsibilities of PMC

- a. After selection of PMC, an AGREEMENT will be signed mutually with detailed terms and conditions.
- b. Subsequent to signing of the Agreement, the PMC shall take possession of all encumbrances free site from the Owner and shall nominate a responsible Team Leader for execution of the project under intimation to the Owner.
- c. The planning, designing of the project shall be done by the PMC. The PMC shall prepare detailed estimates, structural and service drawings required for execution of the project after

getting the concept and specification approved by the Owner. While detailing the scheme, PMC shall provide only those requirements, decided mutually between the Owner & the PMC.

Engineering, design, preparation of drawings & relevant documents, vetting of drawings submitted by Architect as well as any external agency / consultant etc. shall be within the scope of PMC.

- d. PMC shall prepare preliminary estimate of cost of the various items of work as required by Client on CPWD plinth area rates (where ever applicable) enhanced by the cost index of the area and market rate analysis for items which are not included in CPWD, Market rate Analysis to be worked out as per standard methods and will submit to the owner for its approval.
- e. PMC shall execute the works at estimated cost inclusive of agency charges for project management and planning, designing consultancy services. In case at detailed design/ execution stage, if there is an increase in this anticipated cost, the Execution Agency shall submit the details of the same with the supporting documents and technical/ administrative justification to the Client.
- f. PMC shall prepare the tender documents comprising the technical specification, BOQ, General Terms and Conditions, Special Conditions etc. for inviting tenders as per CVC Guidelines.
- g. The PMC shall invite open tenders for award of the work. However, the same will be monitored by the authorized representative of Client.
- h. PMC shall be wholly responsible for any observations/ comments/ defects pointed out by C.T.E/C.V.C/C.A.G in the planning & procedures of execution of this project.
- i. PMC shall be fully responsible for the timely completion, the quality adherence and structural safety of the construction.
- j. Any defects discovered and brought to the notice of the PMC during the period aforesaid shall be rectified by the contractor appointed by the PMC. PMC shall ensure that in the event of the failure on the part of the contractor, the same may without prejudice to any other rights available to it in law, be rectified by the PMC at the cost and expense of the Contractor.
- k. The PMC shall, unless otherwise specified, be fully responsible for procurement of all materials and services for the construction activity.
- l. During the various stages of execution, PMC shall submit monthly progress reports with site photographs.
- m. PMC will submit Performance Guarantee @ 5% of the fees payable to PMC in the form of Bank Guarantee before execution of agreement, which would be kept valid up to 1 year after completion of the work i. e. up to the defect liability period.
- n. PMC shall strictly adhere to quality norms as per specification for various works as per standardization and engineering practices in India. PMC shall also ensure adherence of the above stipulation by its contractor/ sub-contractor/ agencies engaged by them.

- o. Extra items, deviation etc. if any beyond the scope of the approved design, drawing and technical parameters shall be executed/ carried out with due written consent of Client.
- p. The residential and office building should satisfy the silver standard of Green Building Construction with Intelligent Building Management System, Energy Efficient and Barrier free Buildings in accordance to norms prescribed and settled by the statutory authority and will aspire to achieve a 3-4 star compatible green building vetted through the appraisal processes as outlined by GRIHA. This should be incorporated in the tender document floated by PMC with presumption that rates quoted by the executing agency includes the cost of the same and no additional payment for same will be made.
- q. The entire campus will have to be so planned, designed with all engineering needs and executed that there is zero waste disposal outside the IIM premises. All the arrangements for solid waste management, recycling of waste water & garbage waste by implementing latest technology, sewage and waste water treatment and all such works not mentioned herein but required for the zero waste disposal shall be within the scope of PMC.
- r. The entire campus will have to be so planned, designed and executed that the campus remains self-dependent for its energy needs by way of providing solar energy. All such works relating to this will be within the scope of PMC, who will ensure that these works are incorporated in the scope of the Contractor.
- s. The PMC will engage domain experts for conceptualization, planning and designing of the project based on the functional requirement of the project and prepare the concepts through presentation, with rough cost estimate along with cost benefit analysis of the Green, Energy Efficient and Intelligent features of the respective buildings. In case the Client is not satisfied with the proposed concepts, it will have to be modified/re-structured and presented again for Client's approval. Upon approval of the concept by the Client, further works will be undertaken.
- t. The PMC will be required to submit all drawings / documents in soft copies along with hard copies thereof. Exact number of hard copies of individual drawings / documents will be decided by the Institute and will be informed to the PMC after issue of LOA.
- u. The scope of work delineated in this RFP are indicative only. The PMC shall be required to perform all the activities of work required for successful completion of the project in all respects, without any extra cost, even if these works are not specifically mentioned in this RFP.

5.2.2 Responsibilities of the Client

- a. The client shall demarcate and make available the site for individual structures free of all encumbrances or charges.
- b. The client shall exercise its responsibility as the Owner of the Project by signing the drawing required for Statutory Authorities and also by giving necessary authorization to PMC to secure approvals from local bodies of statutory authorities for the planning, construction as

contemplated in this agreement from time to time. However, the client shall help the PMC to the extent of writing letters to local bodies regarding getting such approvals.

- c. Authorized person/persons of client may inspect and check the 'Construction Work' from time to time to see that the works are being constructed as per drawing & specifications as provided in the approved project. If during the inspection, any defects or variation without the written request/ consent of the client is found shall be rectified by the Execution agency at their own cost.
- d. Client shall release the funds/ payments against bills/request of PMC to ensure that the progress of work should not hamper due to non-availability of fund.
- e. Client shall make all the statutory payments to the local Government or any other statutory body or bodies relating to the project.
- f. The owner/client may hand over the site in phased manner. In case of delay in handing over of any part of site for any reason whatsoever be, the client/owner will not be liable for any compensation on this account.

5.3 General Services to be provided by PMC:

- 5.3.1 The PMC Will Monitor, coordinate, manage, evaluate and administer all project processes including activities of various participants in the project in accordance with approved project requirements, specifications, Schedules, Budgets, Quality, Health Safety & Environment (HSE) parameters. PMC shall ensure that all necessary documentation is collected, checked, suitably communicated, filed and submitted to the Institute for record.
- 5.3.2 PMC shall supervise all the works, check and certify all measurements and bills and recommend for their payment. PMC shall keep the Institute informed through a well-designed Management Information System (MIS) on the physical & financial progress of the Project at regular intervals or as directed by the Institute.
- 5.3.3 PMC shall ensure that all project activities are in accordance with the latest National Building Codes (NBC), Indian Buildings Congress codes of practices, rules, regulations & norms of HRD, Govt. of India and relevant provisions of any other codes / manuals / circulars, CPWD & other Govt. of India guidelines, as required for planning, construction and operation and maintenance of the constructed facilities.
- 5.3.4 To ensure implementation of all project processes, PMC shall liaise with and provide all requisite information, support and assistance to the Institute, all appointed consultants including their sub-consultants and all other individuals, agencies and organizations as may be deemed fit by the Institute during the entire period of contract.
- 5.3.5 PMC shall be duty-bound to act on the directions of the Institute in all project matters but the Institute shall in no manner whatsoever is bound to act on the advice of PMC in any matter related to the project.
- 5.3.6 Besides regular site supervision by professionals posted at site, PMC shall depute, with prior approval of the Institute, highly qualified and well experienced experts / professionals from different disciplines for periodic monitoring, supervision and evaluation, on routine basis

during the entire period of contract, at their own cost and arrangement.

- 5.3.7 The status / designation / qualifications of the representative(s) of PMC who will be allowed to deal / interact with the Institute and/or its representatives, the Architect, other consultants and designated committees / groups etc. shall be the matter of discretion of the Institute; and the decision of the Institute in this regard shall be final and binding on PMC.
- 5.3.8 PMC shall respond to the queries raised by the Institute within 7 days or lesser time considering the nature of query and its impact on the project.
- 5.3.9 PMC may engage, at its own cost but with prior approval of the Institute, the specialized sub-consultants, considered suitable, for the part of services which may require specific expertise subject to the condition that the overall responsibility of performance under the contract shall always lie with PMC only.
- 5.3.10 PMC shall be required to work in close coordination, provide requisite information and be available for meetings with the Architect and other persons / organizations associated with the planning, construction and operation and maintenance in all such matters as directed by the Institute.
- 5.3.11 The decision of the Institute will remain final in all matters and PMC shall be bound to execute such decisions to the satisfaction of the Institute.

5.3.12 Support and Co-ordination services.

- a. PMC shall be required to organize, conduct, participate in and minute all meetings regarding the project at any date, time and place as directed by the Institute throughout the project period and prepare the minutes of meeting and issue the same after the approval of the Institute.
- b. The Institute expects PMC to conduct routine monitoring and coordination meetings on daily and weekly basis at site / Institute to help all consultants, contractors, vendors and other agencies in the process of demonstration, review, comments and the Institute inputs on the work progress and to ensure monitoring of project implementation. The minutes of such meeting needs to be supplied to the Institute.
- c. PMC shall, without question or fail, provide knowledge transfer and handover, including transfer and/or cessation and/or conveyance of physical possession and/or custody wherever applicable, of all material or de-materialized project constituents, to the Institute and/or other agencies appointed by the Institute, as and when desired by the Institute.
- d. PMC shall provide full coordination including required administrative / secretarial support and full assistance to the Institute and / or other agencies appointed by the Institute, in all project related legal matters and other mandatory compliances including but not limited to preparation and processing of responses to all audit authorities/ vigilance authorities/ RTI questions and any others, handling all related communications and facilitating inspections by such authorities, to the extent as and when desired by the Institute, throughout the entire duration of the contract and without question or fail.
- e. PMC shall brief the Institute in a timely manner and keep it fully informed on the status of

various stages of statutory, legal and other project related matters and compliances; and shall bring to the Institute's notice, well in advance, all consequent necessary actions required keeping in mind the project milestones.

5.3.13 The Institute, at its sole discretion and without assigning any reasons whatsoever, reserves the right to appoint any individual and/or organization as it may deem fit to render the whole or part of services covered in this RFP, in the interest of timely and qualitative completion of construction works at the risk and cost of the PMC.

5.4 Pre-construction Stage:

5.4.1 Statutory Authority Approvals for the Project

- a) The PMC shall obtain all statutory approvals, which are not covered in the scope of the Architect from statutory authorities for both commencement of construction work of project and occupancy certificate before hand over of the facilities of the campus.
- b) The PMC will prepare a list of all applicable statutory approvals taken from statutory authorities for both commencement of construction work of project and before hand over of the facilities of the campus to the Institute along with the documents required to be submitted for getting approvals, name and address of the concerned department, expected time required to obtain approvals, statutory fee details and submit to the institute and take action to acquire the approvals accordingly. All relevant drawings required to be submitted to the concerned authorities for obtaining statutory clearances/approvals shall be supplied by the Architect. The Institute will issue necessary official requests/letters wherever required. All the plans shall have to be accepted by the Institute before submission for statutory approvals.
- c) The Institute will issue necessary official requests/letters wherever required. All the plans shall have to be accepted by the Institute before submission for statutory approvals.
- d) All expenditure on this account along with third party quality inspection, vetting of civil and structural engineering drawings, surveys etc. shall be borne by the PMC.

5.4.2 Design support by PMC:

- a) Ensuring adherence of design to energy efficiency of the building and other best practices of building design;
- b) Civil and Structural design and engineering of all the buildings/components of the Project under phase- 1. PMC will be responsible for the soundness of the civil and structural design.
- c) To arrange for the Vetting of civil and structural designs and drawings by IIT / NIT or any other reputed Institute / Architect / SPA / Consultants with the prior approval of the Institute at the cost to be borne by PMC;
- d) Design of various civil, structural, mechanical, electrical and communication systems in-house or may engage the well qualified specialist or consultants at its own cost with the approval of the Institute for design/approval of following services: -
 - i) Mechanical works, ventilation systems, HVAC.
 - ii) Electrical (internal and external) HT/LT substations, power back up system, Solar Energy

- etc.
- iii) Building automation systems.
- iv) Accessible features for persons with disabilities
- v) Preparation of foundation plans; construction drawings etc., vi. Firefighting system.
- vi) Security systems.
- vii) Plumbing, sewage and sanitation, waste management system (PHE), Rain water harvesting etc.
- viii) Design of computer network cabling, telephone cabling and IT related all works.
- ix) Design of computer network cabling, telephone cabling and IT related all works.
- x) Audio / video system, furniture planning for all type of buildings.
- xi) Any other facility required for the smooth functioning of the Institute.

5.4.3 Preparation of detailed estimate of the Project

- a) Based on the approved architectural drawings submitted by the Architect detailed estimate of the Project shall be prepared by the PMC.
- b) The detailed estimates will be based on the latest CPWD DSR (Delhi Schedule of Rates) as the guidelines for the respective works and non-schedule items on the basis of market rates supported with proper analysis of rates of labour and material as per CPWD/Govt. of India norms. The PMC shall be fully responsible for the accuracy and sufficiency of the estimated quantities and cost, the estimated time for completion, the detailed nomenclature of items along with the specifications, tender drawings, and General and Specific conditions of the contract. The PMC shall ascertain the overall correctness of the tender documents before those are issued to tenderers. The tender documents will be approved by the Institute prior to tendering process but the entire responsibility for the correctness and completeness of the document rests with the PMC.
- c) Preparation of bid documents i.e. bill of quantities, Contract Conditions for various works etc., the selection of the Contractor for the execution of the project.
- d) The bidding document shall be prepared with an objective to ensure implementation of the project to specified standards with a fair degree of certainty relating to costs and time while awarding the construction work to a construction agency.
- e) Selection of the contractor will be based on open competitive tendering process.

5.4.4 Appointment of the Contractor

- a) The PMC, in consultation with Architect /Design Consultant, shall recommend to the institute about the optimal numbers of tender packages required to be prepared for successful completion the of project on EPC Basis. Tender documents shall be prepared accordingly by the PMC in consultation with IIM Sambalpur. The tender document shall be vetted and finally approved by IIM Sambalpur before its publication. However, under exceptional circumstances depending upon the specialized nature of work, more agencies may be deployed by PMC with the prior approval of Institute.
- b) The PMC will publish/upload the tender notice in various newspapers/ websites for adequate publicity of the tender.
- c) The tenders shall be invited through e-tendering. All the process of e-tendering shall be carried out

by the PMC.

- d) The PMC, along with the Architect and the Institute, will solicit and conduct pre-bid meeting with the prospective bidders. The PMC, architect along with the team of sub-consultants, if any of the respective fields, will be available for discussion in person with the prospective bidders as required during the pre-bid meeting.
- e) The PMC in consultation with Architect will prepare the replies / clarifications of all the pre-bid technical queries and submit to the Institute for its approval. Pre-bid queries reply will be uploaded on all the appropriate places after the approval.
- f) Site visit for prospective bidders will be arranged by PMC and also attended by representative of the Architect.
- g) The Govt. of India, CVC guidelines for entire e- tendering process till the award of work shall be followed.

Finally, the PMC will submit the clear recommendation on the name of the successful bidder for the award of work to the Institute.
- h) Similarly, the PMC shall also carry out the tendering process for the finalization of other works/services related to project work of different disciplines.
- i) The PMC shall be the Member Secretary of all the meetings between the contractor(s) and the Institute. Minutes of all such meetings will be subject to the approval of the Institute.
- j) In all matters of selection of contractors/agencies for any work/ services the final authority to decide will lie with the Institute.

5.5 Construction Stage:

5.5.1 General Services

- a) Review the detailed work programme, suggest modifications, if any and approval of the work programme of the Contractor appointed for the execution of work in consultation with the Institute keeping in view the overall interest of the project.
- b) Review and approve the Construction Methods proposed by the contractor(s) for carrying out the works to ensure that these are satisfactory with the technical requirements, project implementation schedule and environmental aspects as well as safety of workers, personnel and the general public.
- c) Review and ensuring conformity of Contractor's securities of the contracts in approved formats.
- d) The PMC shall ensure compliance of all rules of Government of India, **HEFA** (Higher Education Funding Agency) and the State Government as required by the Institute, relating to the execution of the Project.

5.5.2 Construction Supervision & Technical Support

- a) Regularly interact with the Architect, Contractors and the Institute to resolve all issues related to project execution before the construction and during the construction till handing over of works.

- b) Preparation and release of good for construction drawings to the satisfaction of the Institute and to ensure that extra items are minimized.
- c) Arrange for clarifications and/or resolution of conflicts pertaining to construction drawings, specifications and engineering problems.
- d) Approve or arrange to approve by the consultants, of suppliers and contractor's drawings and documents for equipment and services installations, as required.
- e) Approve or arrange to approve by the consultants, of material samples, test reports and other certifications and submittals by suppliers and contractors for conformance to drawings and specifications, as required.
- f) Carry out detailed checking and verification of the setting-out data for the work including lines, levels and layout to ensure conformity with the approved drawings.
- g) Carry out regular inspection of the Contractor's equipment, plants, machineries, installations, housing and medical facilities etc. and ensure they are adequate and are in accordance with the terms and conditions of the Contract and Government's instructions in this regard.
- h) To check/supervise the quality of materials and/or work for approval or disapproval of the same.
- i) Suggest modifications / revisions in the contractor's execution method, material sources etc.
- j) Maintain records, working / as built drawings, test data, details of variations, correspondence and diaries.
- k) Check all concrete mix design proposed by the contractor wherever required and in due time and suggest modifications in the mix design, laying methods, sampling and testing procedure and quality control measures, to ensure required standard and consistency in quality at the commencement of times.
- l) PMC shall assist the Institute for the identification of areas for material storage, identification of areas for plant & machinery required for the Project.
- m) In case of any discrepancies, PMC shall bring the same to the notice of the Institute and the Architect. PMC shall coordinate the inclusion of the necessary design and/or layout modifications including services etc. on design drawings as per site requirements. PMC shall seek the Institute's approval for any such changes before implementation at site.
- n) Inspect the works on substantial completion before handing over to Institute and report to Institute on any outstanding work to be carried out by the contractor during the Defect Liability Period.

5.5.3. Project Quality Assurance/Quality Control

- a) PMC shall perform all duties of quality assurance of works and carry out comprehensive technical supervision of the works to ensure conformity with approved designs, specifications for materials and workmanship, adopted QA/QC and Health, Safety and Environment (HSE) procedures, applicable relevant standards and codes and sound engineering practices.
- b) PMC shall ensure suitable and sufficient tests on materials and equipment as required

including random checks for conformance with specific requirements of contract documents, and document results of the tests. Besides, assessment and checking in the laboratory and the scheduling, supervision and vetting of field tests carried out by the contractors. PMC may also carry out independent tests as necessary, as and when desired by the Institute, for quality assurance of the works at contractor's own cost. PMC shall maintain completed records of all test results including supplier's material tests.

- c) PMC shall review and approve the test results/certificates and wherever tests indicate lack of conformance, it shall initiate action to secure conformance including additional tests as considered necessary to establish quality of the work desired.
- d) PMC shall note deficiencies in the contractor's work, cause, corrections to be made, and check the remedial work and facilitate to rectify the deficiencies as per approved methods / BIS provisions. Moreover, PMC will not be discharged of their responsibility to get the defects rectified.
- e) PMC shall check that various products guarantees are available for sufficient period.
- f) PMC shall conduct monthly technical quality audit in co-ordination with the Institute.

Review the contractor's testing laboratory at the site, testing and manning facilities available and assess their adequacy for proper and due execution of works. In case facilities are found to be inadequate / deficient for the proposed works, the PMC shall suggest appropriate augmentation of such facilities. However, in the meantime, the PMC can get the required test done from the established / recognized laboratories or from such Technical Institutes which have facilities at the expense of the contractor.

- g) For the purposes of independent testing, wherever required, all materials/ equipment shall be sent for testing / calibration to the Laboratories that are accredited by NABL (National Accreditation Board for Testing & Calibration Laboratories).

5.5.4 Health, Safety and Environment Requirements

- a) PMC shall ensure that while carrying out the works under the assignment the contractors, if any, shall place due importance and regard to all overall aesthetics, ambience, topography and eco system of the site.
- b) PMC shall also take due precautions to ensure all necessary compliances for Environmental and Health & Safety requirements at site as well as at Contractors labour camps, if any, in the project site. All statutory obligations with regard to engagement of labours as per labour law etc., will be the sole responsibility of the PMC.
- c) PMC shall ensure the highest standards of safety, security and health for all workers of all contractors and other agencies and also all other persons entering the site in conformance with legal provisions, codes, standards and good practices. PMC shall also conduct training / orientation and briefing of all workers and visitors in this regard. Precautions shall be exercised at all times by the contractor(s) for the protection of persons (including employees) and property. The safety required or recommended by all applicable laws, codes, statutes and regulations shall be observed by the contractor(s). In case of accidents, the PMC/contractor(s) shall be responsible for compliance with all the requirements imposed by the Workmen's Compensation Act or any other similar laws in force and the contractor shall indemnify the Institute against any claim on this account. During execution of work any certificate or instructions, however, shall in no way absolve the PMC/Contractors from his/their responsibility, as an employer, as the Institute shall in no way be responsible for any claim. The PMC / Contractors shall at all times exercises

reasonable precautions for the safety of employees in the performance of his/their duties and shall comply with all applicable provisions of the safety laws drawn up by the State Govt. or Central Govt. or Municipalities and other authorities in India. The PMC/contractors shall comply with the provision of the safety hand book as approved and amended from time to time by the Government of India.

5.5.5. Measurement and Processing of Running Account Bills

- a. Recording of measurements (as per laid down procedures / standards / practices) for all items of work done including extra items. PMC will be solely responsible for recording of measurements with due accuracy / authenticity as per laid down norms / guidelines.
- b. Hundred percent checking of measurements of work, certification of Consultant / Contractors running account and final bills of the works, executed in accordance with the contract conditions after ensuring deductions of statutory taxes.
- c. Forwarding of above bills to the Institute for the purpose of release of payment after due scrutiny/checking within the time frame as specified in the respective contract.
- d. Co-ordinate with the Institute for timely release of payment for verifying bills, invoices and payments.
- e. Check and solicit rate analysis for extra items of work and forward the same for approval by the Institute before execution of the same at site.
- f. Prepare reconciliation statement of various materials received and consumed at work such as steel, cement etc. brought to site and submit with monthly running account bill of contractor(s).
- g. Check the quantities exceeding the contract quantity and inform the cost implications to the Institute.
- h. Measurement Books (MB) will be maintained by the PMC and the same will be countersigned by the authorized authority (ies) of the Institute.

5.5.6. Contract Management

- a) PMC shall maintain complete records for contract orders from award to final acceptance, payment, and close-out including:
 - i) Contracts and purchase orders along with record of all day-to-day correspondences and meetings including contractual issues with all the Contractor.
 - ii) Progressive payment records.
 - iii) Drawings and specifications, clarifications including all changes, deviations and substitutions, which have been evaluated, estimated, negotiated, and/or accepted.
 - iv) Maintain the logs for Bank Guarantees, Contracts, Contract Amendments, Change Notices, incoming & outgoing correspondences, workmen compensation policies, PF Challans, Labour license, Health and other Insurance policies, Contract Schedules, Back charges, Invoices, etc. for all contractors.
- b) PMC shall prepare monthly progressive payment estimates and facilitate and administer systematic and reasonable progressive payments.
- c) PMC shall review, appraise and administer claims for items of extra work or change in the terms of the contracts. PMC shall negotiate with contractors to resolve claims, including documentation of the rationale for resolution and submit relevant justification notes for any eligible claims to the Institute for approval. PMC shall develop change orders / amendments

to incorporate the work covered by claims into the appropriate contract or purchase order after the Institute's approval.

- d) PMC to manage all the Contractual issues with the Contractors in such a way that there is minimal cost and time implication to the Institute.
- e) PMC shall administer all requests for extension of time, if required, from the Contractors. PMC shall negotiate an equitable adjustment in time and submit an approval note to the Institute with detailed schedule analysis, cost impact, if any, for approval.
- f) Preparation and processing of all project related legal matters and other mandatory compliances.

5.5.7. Progress of Work

- a) Implement a system for monitoring the progress of work based on computer based project management techniques.
- b) Systematically check the progress of the works and order the initiation of the work which is part of the Contract.
- c) Systematically check the progress of the works and order the initiation of the work which is part of the Contract.
- d) Shall investigate and initiate early actions with regard to the delays in the execution of works. The Team Leader of the PMC Team shall explain in his monthly progress and special reports, the reasons for delays and explain the actions to be taken / already taken to correct the situation. All reports prepared by the PMC shall be objective and shall substantiate any event / recommendation with factual data and information.
- e) Maintain the hindrances register which shall record any hindrances caused to the progress of the works, duration of such hindrance, date of clearance of such hindrances etc.
- f) PMC shall inform the Institute about each such potential change in design and construction from the approved drawings, plan of execution and construction quantities, which may have cost or schedule impact, at least two (2) weeks in advance for identification of change with detailed analysis for acceptance and propose a plan to mitigate the same; and for emergency cases, PMC shall identify the change with analysis to the Institute for approval within 2 days.
- g) On acceptance of the Institute, PMC shall prepare and submit a deviation report of identified change / deviation in cost and schedule within 5 days of approval of change. The report shall include, but not be limited to the following:
Reason for change, cost and schedule impact, cost analysis report, recovery schedule and recommendations to reduce time and cost impact.
- h) Monitor, report and Maintain a log of identified and approved changes and submit it to the Institute on regular basis and as and when needed by the Institute.

5.5.9. Project Completion

- a) Prepare and submit completion reports and drawings for the project as required for obtaining NOC/Completion certificates from statutory authorities, as required.

- b) PMC shall engage in verification of the physical construction and installation of the various facilities and systems of the project towards or after completion in coordination with the Architect and the Institute.
- c) PMC shall arrange for, coordinate and verify the contractors or suppliers corrections, modifications and adjustments, if any, to equipment and systems prior to final acceptance / handing over of each facility or system to the satisfaction of the Institute.
- d) PMC shall recommend the Institute's acceptance of facilities or systems from the contractors for operation and use after arranging for sufficient training to the end users / operators at the Institute for each facility or system as per the respective contracts.
- e) PMC shall establish, effect and monitor a program for identifying and rectifying defects during applicable Defects Liability Period including periodic monitoring and reporting. At the expiry of the Defect Liability Period, PMC shall make a final inspection and list the defects to be rectified prior to issue of final completion certificate.
- f) PMC to solicit from the contractors to supply trade files, documents, test certificates, performance warranties / guarantees, spare parts list, maintenance manuals, no claim certificate and transmit the same to the Institute in both hard copies and electronic formats.
- g) PMC to prepare the “as-built” drawings immediately on completion of each area. Reviewing, verifying and approving the “as-built” drawings incorporating all necessary corrections to all plans, drawings and other documents in coordination with Architect / Contractor and to the satisfaction of the Institute.
- h) 10 sets of “as-built” drawings, besides digitized copies including all services; civil and structural design & drawings, calculation sheets, detailed measurements etc. and explain deviations, if any, from the original drawings and submit it to Institute for its reference and records.

5.5.10. Closure of Project

- a) Carryout comprehensive verification of all the works upon completion.
- b) Settlement of all accounts of the contractors.
- c) Prepare final project completion report(s), project expenses analysis, estimates and final account of expenditure in the format as desired by the Institute.
- d) Ensure that the constructed works and sites are cleaned and prepared for occupancy and use.
- e) Recommend to the Institute to issue completion certificates after the contractors have satisfactorily completed all work under the terms of their contracts and for final payment of the bills of the Contractors.
- f) Prepare and maintain the defect lists in consultation with Institute and ensure the rectification of defects if any.
- g) Monitor and ensure rectification of any defect with an objective to ensure commercial closing of the project.
- h) Solicit training from the contractors to the end users of the Institute on the use and operation of various systems / facilities installed before handing over to the institute for future operation and

maintenance.

- i) Assist the Institute to settle the Audit/CTE's observations and arbitration cases etc., if any
- j) Provide all documents / reports / statements of facts / counter statements of facts for settling Audit / CTE's observations and arbitration cases etc. including attending the hearings details, if any to the Institute.

5.5.11. The given scope of services is indicative and PMC will carry out all activities pertaining to successful completion of the project, without any extra fees.

5.6 Operation & Maintenance Stage

The Operations & Maintenance (O&M) encompasses all that broad spectrum of services required to assure that the built environment will perform the functions for which a campus facility was designed and constructed. Operations & maintenance typically include the day-to-day activities necessary for the building and their supporting infrastructure, including utility systems, roads, drainage structures and service area in a condition to be used to meet their intended function during their life cycle.

The O&M activities include routine (preventive) and periodic (planned) maintenance and corrective (repair) maintenance. Routine Maintenance consists of a series of time-based maintenance requirements that provide a basis for planning, scheduling, and executing scheduled maintenance. The objective of a comprehensive (Routine & Periodic) maintenance program includes the following:

Reduce capital repairs, reduce unscheduled shutdowns and repairs, extend equipment life, thereby extending facility life, realize life-cycle cost savings, and Provide safe, functional systems and facilities that meet the design intent.

A well run O&M program conserves energy and water and be resource efficient, while meeting the comfort, health, and safety requirements of the building occupants.

5.6.1 Role of PMC during Operation & Maintenance Services (O&M Services)

To meet the above objective, Institute intends that PMC should monitor the O&M Services for a further period of two years (extendable for further two years on mutual consent) upon completion and handing over of the facilities to the institute by deploying knowledgeable, skilled and well trained manpower. Therefore, the Operation & Maintenance of Services of the constructed facilities shall be the responsibility of the PMC as part of its O&M Services.

- a) PMC shall prepare the O&M Services Manual for the Campus considering the indicative O&M Services given below and submit the same for approval by the Institute.
- b) Based on the approved O&M Services Manual for the Campus, the PMC shall prepare the Cost Estimates for O&M cost with bifurcation for fixed expenses and variable expenses.
- c) The PMC shall be responsible for selection, contract management and oversight of vendors / agencies for deploying a knowledgeable, skilled and well trained manpower services through a competitive bidding process and placement of order and in finalizing the contract with them with the approval of the Institute for 2 years of O&M period.

5.6.2 Indicative O&M Services shall include but not limited to

- a) Maintenance and Up-gradation of Roads, road networks, pathways, gates, watch towers and point at main gate for receiving postal deliveries.

- b) Integrated Estate and facilities management including electricity
 - i) Housekeeping Services
 - ii) Horticulture Services
 - iii) Security Services
 - iv) Parking Management Services
 - v) Electro-mechanical Services
 - vi) Electrical Engineering works including Solar Power system
 - vii) Internal and External Electrification, Computers, PA System etc. and
 - viii) Administrative Services.
- c) Water and Waste Water Management
 - i) Water Supply, Waste Water Management and Firefighting System.
 - ii) Sewage Treatment & Sewerages System.
- d) Solid Waste Management.

5.7 Reports

The PMC shall prepare the requisite reports and forward it to Institute for final decision and will make a presentation on the report for discussion with the Institute as required. The PMC is required to prepare and submit a monthly report that includes and describes, inter alia, general progress to date; data and reports obtained and reviewed, conclusions to date, if any, concerns about availability of, or access to, data, analyses, reports, questions regarding the scope of works and related issues and so on during Pre-construction Stage.

All reports and documents prepared by the PMC shall be professional, precise and objective. The report formats shall be finalized in Consultation with the Institute. The PMC shall provide four copies/sets in electronic format each of the following reports to Institute.

5.7.1 Pre-Construction Stage

- a) Commencement Report: within 30 days after commencement of services. The Commencement Report shall contain the project background, approach and methodology, details of all meetings held with the Institute and the decisions taken therein, the resources mobilized by the PMC. The report shall also include the indicative Work Program and Resource Mobilization for the Project.
- b) Prepare and submit design brief illustrating the Institutes quantitative and qualitative requirements.
- c) Review Reports of various draft submissions made by Architect.
- d) Draft Applications to obtain statutory clearances / approvals required from statutory authorities for Planning and construction stage, as required.
- e) Draft Bidding Document for selection of Contractor, tendering and Bid Evaluation Report. Draft Contract Agreement to be entered between Institute and Contractor.

5.7.2 Construction Stage

- i) Commencement Report within 30 days after Commencement of work by Contractor;
- ii) Construction Supervision Manual within 30 days after Commencement of Services/works;
- iii) Quality Assurance (QA) Document within 30 days after Commencement of work by the contractor.

- iv) Monthly Progress Report by the 5th day of month;
- v) Quarterly Progress Report by the 10th day of the month of submission; and
- vi) Final Report at the completion of works/services.

5.7.3 The Contractor's work Commencement Report shall contain the Contractors Master Work Program and Resource Mobilization for the Project.

- a) The Progress Report (Monthly and Quarterly) shall contain details of all meetings, decisions taken therein, mobilization of resources (Consultants' and the Contractors'), physical and financial progress and the projected progress for the forthcoming periods. The Report shall clearly bring out the delays, if any, reasons for such delay(s) and the recommendations for corrective measures. The Report shall also contain the performance data for Contractor's plant and equipment. The broad scope of progress reporting is as given under: -
 - Report on progress of work for each activity stating: percentage progress of the activity; deviation from the schedule; status of the activity (critical, sub-critical, non-critical); status on material procurement and stock; cash-flow for each item of works as well as for the total project; monthly summary of percentage progress (physical & financial); and, Monthly summary of cash flow.
 - Projections
Monthly projections of percentage progress, physical & financial; and Monthly projections for cash-flow.
 - Critical Activity
Report on the progress and status of critical activities; change of status from non/sub-critical to critical activity due to slippage; statement on slippage and remedial actions taken; and Effectiveness of the remedial action(s) taken in the previous month.
 - Review
Review the progress achieved in the previous month and revised schedule, if any; and Review of any changes required in the schedule due to the reasons beyond the control of the Contractor.
- b) The QA Document shall be evolved on the basis of the relevant NBC, CPWD and BIS publications and recommendations contained in the widely used international practices on quality of construction materials and completed works. The document shall contain all relevant data formats for QA and QC and the acceptance criteria for materials and works. The document shall also contain the methods for the analysis of quality control (QC) testing.
- c) The final report on Completion of works will summarize comprehensive verification report of all the completed works by contractor, contractor's payments, claims, variation, settlements and commercial closing report. The report shall also comprise the brief of available campus facilities with requisite details of:
 - Design/Construction Specifications
 - All relevant Correspondences and Submittal files
 - Facility wise Completion Reports
 - As-built Drawings
 - List of Materials used
 - Certified Tests and Reports
 - Civil/Sanitary
 - Mechanical/HVAC
 - Electrical

5.7.4 Operation & Maintenance Stage

- i) Operation & Maintenance Manual;
- ii) Monthly Progress Report by the 5th day of month;
- iii) Quarterly Progress Report by the 10th day of the month of submission; and
- iv) O&M Manuals provide procedures to operate and maintain the campus facilities, various systems and equipment installed to meet their intended function. It is important to analyse and evaluate a facility from the system level, then develop procedures to attain the most efficient systems integration, based on as-built information and the Maintenance Program.

6. CONDITIONS OF CONTRACT

6.1. Governing Law and Jurisdiction

This agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at Sambalpur shall have exclusive jurisdiction over matters arising out of any dispute pertaining to the RFP.

6.2. Notices

Any communication to be given by the PMC to the Institute or vice versa under or in connection with the matters contemplated in the RFP shall be in writing and shall:

- a) In the case of the PMC - be given by e-mail and by letter delivered by hand to the address given and marked for attention of the PMC's Representative or to such other person as the PMC may from time to time designate by the proper intimation to the Institute;
- b) In the case of the Institute - be given by e-mail and by letter delivered by hand and be addressed to the Institute with a copy delivered to the Institute Representative or to such other person as the Institute may from time to time designate by the proper intimation to the PMC; and
- c) Any notice or communication by one party to the other party, it shall be deemed to have been delivered on
 - i) The actual date and time of delivery in the case of by post, and
 - ii) On the working days in the case of by e-mail.

6.3. Taxes and Duties

Unless otherwise specified in the RFP, the PMC shall pay all such taxes, duties, fees and other impositions as may be levied under the Applicable Laws and the Institute shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed on it.

6.4. Commencement of Services

The date of start shall be reckoned from the date of signing of the Agreement.

6.5. Insurance to be taken out by the PMC

During the performance of services hereunder, PMC at its own cost, shall take out, carry and maintain insurance as applicable from the list below:

Workman's compensation insurance, covering all employees of PMC for statutory benefits as set out

and required by local law in the area of operation or area in which PMC may become legally obliged to pay the insurance benefits for personal injury or death against fire, theft, damages and loss of all property owned by PMC at the construction site.

Group personnel accident insurance covering PMC’s employees. Any other insurance cover, which may be required to be taken under the law or on any other account.

6.6. Documents Prepared by the PMC to be Property of the Institute

- i) All plans, drawings, specifications, designs, reports and other documents (collectively referred to as “Consultancy Documents”) prepared by the PMC (or its Sub Consultants) in performing the services shall become and remain the property of the Institute and all intellectual property rights in such Consultancy Documents shall vest with the Institute.
- ii) The PMC shall, not later than termination or expiration of this Contract, deliver all Consultancy Documents to the Institute, together with a detailed inventory thereof. The PMC, its Sub-Consultants or a Third Party shall not use these Consultancy Documents for purposes unrelated to this Contract without the prior written approval of the Institute.

6.7. Accuracy of Documents

The PMC shall be responsible for accuracy of the data collected by it directly or procured from other agencies / authorities, the designs, drawings, estimates and all other details prepared by it as part of PMC services. It shall indemnify the Institute against any inaccuracy in its work which might surface during implementation of the Project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the PMC or arises out of its failure to conform to good industry practice. The PMC shall also be responsible for promptly correcting, at its own cost and risk, the drawings including any re-survey / investigations.

6.8. PMC’s Personnel and Sub-consultants

- i) The PMC shall deploy a well constituted PMC support team meeting the requirements and duly approved by the Institute shall be present at the Institute site throughout the Project. The person designated as the Team Leader of the PMC’s personnel shall be responsible for the coordination, timely and efficient functioning of the personnel. In addition, the PMC shall designate a suitable person as Project Manager (the “Project Manager”) who shall be responsible for day to day performance of the services.
- ii) The Project Management Consultancy Team shall comprise of a Team of professionals headed by the team Leader.
- iii) Team leader and Project Manager shall be deployed within 15 days after issuing LOA by the Institute whereas the other members of Project Management Team shall be deployed within 30 days after issuing LOA by the Institute, as required.
- iv) The general composition of the PMC team shall be as follows: -

Sl. No	Team Composition	Number	Qualification Minimum Experience in Years
1	Team leader and Project Manager	1	M. Tech. (Civil)/B. Tech (Civil) with 20 years of Experience

2	Civil & Structural Engineer	3	M. Tech. (Civil)/ B. Tech. (Civil) with 15/20 years' experience
3	Architect	1	Degree in Architecture with 10 years' experience
4	Contract Specialist/legal	1	BE/B. Tech./LLB with 15 years' experience in PSU Consultant
5	Mechanical / Electrical Engineer	2	BE/B. Tech. (Mech./ Elect.) with 10 years' experience
6	Public Health Engineer	1	M. Tech. (Civil) with 10 years or BE/B. Tech. (Civil) with 15 years' experience
7	IT Expert	1	BE/B. Tech. (IT) with 10 years' experience
8	Quantity Surveyor/ Billing Engineer	1+2	BE/B. Tech. (Civil) / Diploma (Civil) with 5/10 years' experience
9	Quality Control Engineer	5	BE/B. Tech. (Civil) with 10 years' experience
10	Environmental and Social Expert	1	M. Tech. / B. Tech. (Environ. /Civil) with 5/10 years' experience
11	Construction Engineer	5	BE/B. Tech. (Civil/Mech./Electrical) With 8 years' experience
12	Interior Designer (as per requirement)	1	B. Arch. with 5 years' experience
13	Surveyor	1	BE/B. Tech. (Civil) with 5 years' experience
14	Supervisors (minimum 1 under each construction engineer)	5	Diploma (Civil / Mech. /Electrical Engineering)
15	Lab Technician	2	Diploma (Civil / Mech. Engineering) with 5 years' experience
16	Auto Cad Draftsman	2	Diploma (Civil Engg.) with 5 years' experience
17	Other required Personnel		As essential/required and mutually agreed

However, the exact composition of the team shall consist of any or all the above mentioned functionaries depending on the requirement of the project. It could also consist of more/less than the member of one type of functionaries, as decided by the Institute depending on the requirement of the project. The deployment of the personnel (continuous or intermittent) at site shall be done on approval of the Institute.

v) Maximum age for the personnel in the PMC shall be 55 years for Team Leader/Project

manager and 50 years for other members of the PMC team. The Institute shall have full liberty to ask PMC to remove any official deployed for the work without attributing any reason.

- vi) The PMC shall comply with such directions for removal of the official within 15 (fifteen) days of issue of written notice of replacement; the substitute if any desired by the Institute shall be deployed within 15 days with the approval of the Institute.
- vii) The bidder is required to submit the CVs of the members of the team prior to deployment at site for approval. If the Institute feels that the CV of the person is not suitable for the work then another CV of similar category shall be forwarded for consideration and approval.
- viii) **PMC Local Office:** To ensure proper performance of all activities of the project, the PMC shall open a fully functional site office within a month of signing of Agreement at or near the project site at their own cost till the completion of the project and shall have the required dedicated personnel stationed there for interaction all the time. No site personnel shall be transferred / withdrawn without the consent of the Institute. Similarly, prior to induction of any new personnel on the project site the approval of the Institute shall be obtained.
- x) **Sub-Consultants:** The PMC may, with prior written approval of the Institute, engage additional Sub-Consultants or substitute an existing Sub-Consultant as per the requirement of works, at its own cost.

6.9. Additional Services

The PMC shall make available, on the Institute's written request, such additional services in to those described in this agreement and on such terms and conditions as may be mutually agreed upon between the Institute and the PMC.

6.10. Changes and Additions

The Institute shall have the right to request PMC in writing to make any changes, modifications, and/or additions within the design and broad scope to PMC's scope of services. The PMC shall on such written requests carry out the consequential work on account of such changes / modifications or addendum etc. without any additional payment from the Institute.

6.11. Settlement of Disputes:

6.11.1. Amicable Resolution

Any dispute, difference or controversy of whatever nature between the Parties, howsoever arising under, out of or in relation to this Agreement (the "Dispute") shall in the first instance be attempted to be resolved amicably through discussions between the Parties.

6.11.2. Dispute Resolution

- a) Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be

resolved amicably in accordance with the conciliation procedure set forth in Clause 6.11.3.

- b) The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non- privileged records, information and data pertaining to any Dispute.

6.11.3 Arbitration

a) Procedure

Any Dispute which is not resolved amicably within 30 days, the same shall be referred to the Director of the Institute. There upon, the Director, shall appoint a sole arbitrator within thirty days. The proceedings of the arbitrations shall be conducted as per Arbitration & Conciliation Act 1996.

b) Place of Arbitration

The place of arbitration shall ordinarily be the Institute but by agreement of the Parties, the arbitration hearings, if required, may be held elsewhere.

c) English Language

The request for arbitration, the answer to the request, the terms of reference, any written submissions, any orders and awards shall be in English and, if oral hearings take place, English shall be the language to be used in the hearings.

d) Enforcement of Award

The parties agree that decision or award resulting from arbitration shall be final and binding upon the parties and shall be enforceable in accordance with the provision of the Arbitration Act subject to the rights of the aggrieved parties to secure relief from any higher forum.

e) Performance during Dispute Resolution

Pending the submission of and/or decision on a dispute and until the arbitral award is published, the Parties shall continue to perform their respective obligations under this agreement, without prejudice to a final adjustment in accordance with such award.

6.12. Termination of Agreement

The Institute, without any prejudice to its right against the PMC in respect of any delay may absolutely terminate the contract, by three months' notice in writing, in any of the following cases:

- a) If the PMC being a firm shall pass a resolution or the courts shall make an order that the firm shall be wound up or if a receiver or a manager on behalf of the creditor shall be appointed or if circumstances shall arise which entitle the court or creditor to appoint a receiver or manager which entitles the court to make up a winding order.
- b) If the PMC commits a breach of any of the terms of the Agreement. If the PMC fails to remedy any breach here of or any failure in the Performance of its obligation within 30 days of receipt of notice.

When the PMC has made themselves liable for action under any of the clauses aforesaid, the Institute shall have powers:

- i) To terminate this agreement.
- ii) To engage another PMC to carry out balance work at the risk and cost of the PMC appointed through this Agreement for which original PMC shall not be allowed to participate. In such eventuality, all the documents (reports / drawings / designs etc.) submitted by the outgoing PMC shall be the property of the Institute.
- c) If due to any contingency, whatsoever it may be, the Institute decides to curtail the scope of work or totally abandon the work, payment to the PMC will be made up to the stage of work executed by them up to the date of issue of the letter intimating about the Institute's decision.
- d) In the event of termination of agreement, due to reasons attributable to the PMC, the performance guarantee shall be forfeited absolutely.

The parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

6.13. Suspension of Agreement

The Institute may, by written notice of suspension to the PMC, suspend all payments to the PMC hereunder if the PMC shall be in breach of the Contract or shall fail to perform any of its obligations under the Contract, including the carrying out of the Services; provided that such notice of suspension

- a) Shall specify the nature of the breach or failure, and
- b) Shall provide an opportunity to the PMC to remedy such breach or failure within a period not exceeding 30 (thirty) days after receipt by the PMC of such notice of suspension.

6.14. Delay, Liquidated Damages and penalty

6.14.1 Force Majeure

- a) For the purposes of this contract, "Force Majeure" means an event which is beyond the reasonable control of both parties and which makes parties' performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- b) Force Majeure shall not include:
 - i) any event which is caused by the negligence or intentional action of a party or such party's sub Architect or agents or employees, nor
 - ii) any event which a diligent party could reasonably have been expected to both [a] take into account at the time of the conclusion of this contract and [b] avoid or overcome in the carrying out its obligations hereunder.
- c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
- d) Both parties have to keep a record of such conditions which delay the work and the time period

for completion of the project will extend accordingly.

No Breach of Contract:

The failure of a party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this contract in so far as such inability arises from an event of Force Majeure, provided that the party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this contract.

Measures to be taken:

A party affected by an event of Force Majeure shall take all reasonable measures to remove such party's inability to fulfil its obligations hereunder with minimum of delay.

e) Extension of Time as a result of Force Majeure:

Any period 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.

Consultation:

Not later than thirty (30) days after the award of work, as the result of an event of Force Majeure, have become unable to perform a material portion of the services, the parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

6.14.2. Responsibility for Delay

Any delay on schedule, in completing the project other than the delay purely attributable to the Institute will be attributed to the PMC irrespective of the source of the delay. In cases of such delay, compensation, as specified in Clause 6.14.3 will be levied.

6.14.3. Extension of Time

Extension of time may be granted by the Institute, if reasonable and sufficient grounds as per assessment of the Institute exist for the delay by PMC in fulfilling their obligations. No financial claim of the PMC shall be entertained by the Institute attributable to such extension except the extension of time if agreed. The extension of time, if granted, will also be without prejudice to the right of the Institute to levy compensation from the PMC for the delay at a later date. The validity of performance guarantee shall also be extended accordingly by the PMC at his own cost.

6.14.4. Liquidated Damages

a) The time allowed for carrying out the work as specified shall strictly be observed by the PMC and shall be the essence of the contract. The work shall, throughout the stipulated period of contract, be processed with all diligence and in the event of failure of PMC to get the work completed within the agreed time schedule, the PMC is liable to pay damages to the Institute in case of delay in completion of the project beyond the time limit stipulated, solely attributed to the PMC @ 0.25% (zero point two five percent) on fee for each week of delay subject to maximum of 10% (ten percent)

of the fee.

b) In addition to clause liquidated damages, PMC shall be liable to pay damages to the tune of 2% (two percent) of the consultancy fee payable in case GRIHA star rating as decided by the Institute is not achieved. The amount shall be deducted from each RA bill on pro-rata basis and shall be released on submission of GRIHA star certification. The institute has decided to achieve GRIHA 3 Star rating.

c) The decision of Director, of the Institute or any other competent Authority of the Institute to levy compensation for delay and the amount of compensation levied is final and binding and is completely excluded from preview of conciliation and arbitration. The Institute may decide to deduct the Compensation amount against any sum payable to the PMC, under this agreement.

d) Penalty for deficiency in Services:

In addition to the liquidated damages not amounting to penalty, warning may be issued to the PMC for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the Institute, other penal action may be taken by the Institute including debarring for a specified period or with holding.

e) The following activities shall attract penalties which shall be deducted from the monthly bill for consultancy services: -

Sl. No	Activities	Penalty
1	Report Submission	If there is any delay in report submission, the Institute may impose a penalty by deducting Rs.1,000.00 per day of delay 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 years' or more than 5 working days at one time, the PMC shall deploy personnel of equal or higher qualification and experience under the intimation to the Institute. In the event of the failure of the consultant to do so, a penalty of 0.1% (zero point one percent), shall be made from the payment due.
3	Delay in Bill Submission	If there is any delay in Bill submission, the Institute will impose a penalty by deducting Rs. 1,000.00 per day of delay per bill.
4	Change of Manpower	In change of manpower a. Key personnel 1 time. b. Other professional 2 times. c. For any change in key personnel more than one time after confirmation the Institute will impose a penalty of Rs.25,000/- (Rupees Twenty Five thousand Only) on each change. d. For any change in other professionals during the work, the Institute will impose a penalty of Rs.5,000/-
5	Mistake in Measurements due to negligence/informational	If any major error is found in taking measurements Which is +/- 10%, the Institute will impose a penalty by deducting up to Rs.5,000/- (Rupees Five Thousand Only) per mistake.

6	Conduct quality control measures & QA	The Institute may conduct independent quality monitoring and checking of works carried out by contractor and certified or /and recommended for payment by the PMC. If such checks disclose that works certified or /and recommended for payment by the PMC do not meet the specified requirement, the Institute will not pay the PMC fees for the affected portion which shall be calculated @ 3 % of the value of such work. In addition, the Institute will impose a penalty up to 100% of such fee (calculated for the work) and without entitlement to payment of further Fees in this scope of work.
7	Performance of the team members	If the service of a team member provided by the PMC is not acceptable to the Institute, the Consultant shall replace the team member within 30days of given such notice. If the PMC fails to quickly deploy/replace a team member as instructed by the Institute the Institute may make temporary arrangement. The temporary deployment/ replacement shall be paid by the PMC. In addition to the cost of the temporary replacement, the Institute shall impose a penalty up to 50% of the cost of the temporary deployment/ replacement until such time that the PMC provides an acceptable replacement/ team member.

f) In the event of total default / failure by the PMC in providing the Services, The Institute reserves the right to get the Services executed by any other consultant at the cost and risk of the PMC.

6.14.5 Compensation for Cost Over run

Any cost overrun over and above the approved project cost for the project other than the cost overrun by the Institute's decisions will be attributed to the PMC. In this case a compensation of 0.5% of the fee payable to the PMC for every 1% cost overrun on the approved project cost (after accounting the Institute's decisions, if any) subject to a maximum of 10 % of the total fees, will be levied by the institute.

The decision about the total percentage of such compensation to be levied (subject to the maximum specified) shall be the sole discretion of the Director, IIM Sambalpur and shall be final and binding and excluded from the preview of conciliation and arbitration.

6.15. Payment Terms to PMC

6.15.1 Payment Milestones:

The Institute shall make the payments against the invoices raised by the PMC in accordance with the payment milestone within 30 days from the date of submission of the respective invoice except where there is an objection disagreement on the bill by the Institute:

- a) Pre-Construction Phase: **15% of the fees**, Payment milestone during pre-construction phase shall be as follows:
 - i) On submission of survey reports, i.e. Geotechnical survey and Hydrological survey - 3% of the total fees.
 - ii) On completion of comprehensive master plan including infrastructure services of the campus, Civil

& Structural design engineering and it's vetting - 5% of the total fees.

iii) On approval of tender documents to invite the bids for the appointment of the Contractor- 4 % of the total fees.

iv) On commencement of construction work by the selected Contractor: 3% of the fees.

b) Construction Phase and project closure: **60% of the fees** Payment milestone during Construction phase shall be as follows:

i) 50% (Fifty percent) of the fees for construction phase shall be released on pro-rata linked with the payment made to the contractor on quarterly basis.

ii) 10% (Ten percent) of the fees for construction phase shall be released after settlement of accounts, settlement of CTE / audit observation arbitration or any other observations, handing over of work and obtaining occupancy certificate and other approvals as per scope of the services of project management consultant.

c) During O&M Phase: **25% of the fees.** Payment during O&M phase shall be as follows:

i) Total time frame of O&M period shall be 20 months.

ii) Payment shall be made on equal quarterly instalment.

6.16. PMC will seek prior approval of the Institute for the following:

i) Issuing / approving variation orders which have financial implications, except in emergency situation as reasonably determined by the PMC.

ii) Approving rates for new items of work or for existing items of work which deviate in quantities beyond the limits defined in the contract.

6.17. Indemnity

a) The PMC shall indemnify and hold harmless the institute and each of its representatives, agents and employee against and from any claims, demands, damages or costs arising from the act/acts, neglect or omission of the PMC, its representatives, agents and employee including those causing death, injury or damage to property of any individual or party.

b) The PMC shall also indemnify and hold harmless the institute and each of its representatives, agents, partners and employee against and from any claims demands, damages or costs arising from or at the instance of the staff, employee or workmen of any of the agencies involved in the project including the PMC. Architects, construction agencies or sub agents of any of such agencies including under the workmen's compensation act or any other statutory provisions.

7. TIME SCHEDULE:

The total duration for the assignment shall be as follows: -

i)	Pre-construction Stage to be reckoned from the 15 th day of award of the work i.e. issue of work order / letter of award	6 Months
ii)	Construction Stage (from the date of commencement of works at site after activity at (i) above till the construction is completed in all respects and the project	24 Months

	is handed over to the Institute.)	
iii)	Operation & Maintenance Stage (from the date of handing over of the project to the Institute)	24 Months

Note: Defect liability period shall be 12 months from the date of handing over of the buildings, with all allied services completed in all respects, to IIM Sambalpur.

Form - 1
Transmittal Letter

Tender No. _____

Location: _____

Date: _____

From:

[Name of the Firm]

To,

Indian Institute of Management,
Sambalpur, Jyoti Bihar, Burla,
Sambalpur - 768019, Odisha

Subject: Selection of Project Management Consultant (PMC) to provide “Project Management Consultancy for the development of permanent campus (Phase-I works) of IIM Sambalpur along with all Engineering services at Basantpur, Gosala, Sambalpur, Odisha.”

Dear Sir,

We, the undersigned, offer our willingness to undertake the above subject work in accordance with RFP Document. The Bid Security amounting to Rs. 20.00 lakhs is being submitted as per RFP document.

This submission is being made on behalf of (Name of Bidder) by (Name of authorized signatory), duly authorized to submit this Proposal.

Our bid is valid for your acceptance for a period of 180 days from the bid due date of the bid (bid due date) as per bid document or any extension thereto.

We understand that you are not bound to accept any Proposal you receive.

Sincerely,

Signature:

Name & Designation of the Authorized Signatory:

Name of the Firm:

Address:

Form - 2

Bidder's Profile

Tender Notice No. IIMSBP/2019-20/RP/16

Sl. No.	Particulars	Details
1	Name of bidder	
2	Legal status of bidder	Company/ Partnership Firm
3	PAN details	
4	GST Registration details	
5	Registration No. and Year of commencement of business	
6	Address of registered office	
7	Address particulars	Main / Corporate Office: Sambalpur Branch:
8	Address particulars of other offices (Other than Sl. No. 7)	1.
		2.
		3.
		4.
		5.
9	Name, designation and correspondence particulars of Authorized Signatory	Name: Designation: Tel. / Mobile No.: E-mail:

Note: The following documentary evidences are to be enclosed:

1. Certificate of Registration
2. Certificate of Registration of relevant statute in respect of main/ branch offices mentioned at Sl. No. 7 & 8.
3. Power of attorney, issued in favour of authorized signatory, to sign and submit the proposal as per attached format.

Signature:

Name & Designation of the Authorized Signatory:

Form - 3

Technical Capacity (Experience) of the Bidder to claim eligibility

Tender No. IIMSBP/2019-20/RP/16

Sl. No	Name of work/ Project And location	Address and Contact detail of the Institute/ Organization	Date of		Whether Participated as single firm /lead member, in a JV	Project Cost (in Rs. Cr.) excluding the cost of land	Scope of the Bidder
			Start	Completion			
1.							
2.							
3.							

Note:

1. Detailed Information in respect of each Project is to be enclosed.
2. Successfully completion certificate of the project issued from the competent authority/Engineer-in-charge to be enclosed for each project. Provisional Certificate issued in this regard would also be eligible. In absence of such certificates, self-certification issued by the Director of the bidding Company stating clearly the reason for non-issuance of the same by the client, to the full satisfaction of the Institute, may be considered.

Signature:

Name & Designation of the Authorized Signatory:

Name of the Firm:

Address:

Form - 4

Project Data Sheet to claim Eligibility

(Separate Form to be submitted for Eligible Project)

Tender No. IIMSBP/2019-20/RP/16

Project name, location and brief description of its nature	
Project owner	
Briefly describe the general specifications of the finished project / building	
Total Built-up covered area (in Sq. M.)	
Total Land Area (in acres)	
Total cost of the project (in Rs Crore) (excluding cost of land)	
Duration (from getting the appointment to handover)	
Date of start of project and Actual Date of Completion	
Reference (name, title, tel. no. / e-mail)	

Note:

1. Certificate from the client to be enclosed for each project.
2. Provisional Certificate issued in this regard would also be eligible. In absence of such certificates, self-certification issued by the Director of the bidding Company stating clearly the reason for non-issuance of the same by the client, to the full satisfaction of the Institute, may be considered.

Signature:

Name & Designation of the Authorized Signatory:

Name of the Firm:

Address:

Form - 5

AFFIDAVIT FOR SIMILAR WORK EXPERIENCE

To,

Indian Institute of Management Sambalpur,
Jyoti Bihar, Burla, Sambalpur - 768019,
(Odisha)

I/We undertake and confirm that eligible similar works (s) has/ have not been got executed through another PMC/ agency on back to back basis. Further that, if such a violation comes to the notice of the Institute, then I/we shall be debarred for tendering in the IIM's in future forever. Also, if such a violation comes to the notice of the Institute before date of commencement of services, the Institute shall be free to forfeit the entire amount of Performance Guarantee.

Yours faithfully

(Signature of Authorized Signatory)

Form - 6

KEY EMPLOYEES LIST

No.	Name of Employee	Qualifications	Age	Years of Experience	CV Attached
A.	Civil Engineers				
	1.				Yes/No
	2.				Yes/No
	3.				Yes/No
B.	Electrical/ Mechanical Engineers				
	1.				Yes/No
	2.				Yes/No
	3.				Yes/No
C.	Public Health Engineers				
	1.				Yes/No
	2.				Yes/No
	3.				Yes/No
D.	Environment Planners/ Engineers				
	1.				Yes/No
	2.				Yes/No
	3.				Yes/No
E.	Urban Planners/ Designers				
	1.				Yes/No
	2.				Yes/No
	3.				Yes/No
F.	Architects				
	1.				Yes/No
	2.				Yes/No
	3.				Yes/No
G.	Contract Legal Specialities				
	1.				Yes/No
	2.				Yes/No
	3.				Yes/No
H.	Any Other				

(Signature of Authorized Signatory)

Form – 7

CURRICULUM VITAE (CV) OF KEY EMPLOYEE

(Not to Exceed 3 Pages)

Tender No. IIMSBP/2019-20/RP/16

1. Name of the Employee
2. Date of Birth
3. Nationality
4. Years with the firm
5. Total Professional Experience (in Years)
6. Educational Qualifications

Qualifications	University / Institute	Year of passing

7. Employment History (in chronological order)

Name of Employer and address	Positions Held	Period From	Period To

8. Detailed Tasks to be assigned in this Project:

9. Details of Projects worked on:

Certificate

I/We certify that the above information is true to the best of my knowledge and belief and nothing material has been concealed herein.

(Signature of Authorized Signatory)

Form - 8

FINANCIAL CAPACITY OF THE BIDDER

Tender No. IIMSBP/2019-20/RP/16

(In Rupees Crores)

Particulars	2018-19	2017-18	2016-17	2015-16	2014-15
Turnover					
Net worth					
Profit After Tax					

Instructions:

The bidder shall attach copies of the balance sheet, financial statement and Annual Report for 5 (five) years as stated above. The financial statements shall include the following:

- a) Bidder needs to fill the Annual Turnover for last five financial years;
- b) Be audited by a statutory auditor;
- c) Be completed, including all notes to the financial statements.
- d) This form should be certified by the Statutory Auditor of the Company.

.....
(Signature of Statutory Auditor)

.....
(Signature of Authorized Signatory)

Form - 9

FORMAT FOR POWER OF ATTORNEY

Tender No. IIMSBP/2019-20/RP/16

Know all men by these presents, We _____ (name of the company and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./Ms. (Name), _____ son/daughter/wife of _____ and presently residing at _____, who is [presently employed with us and holding the position of _____], as our true and lawful attorney (hereinafter referred to as the “ attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for Selection of Project Management Consultant(PMC) to provide “Project Management Consultancy for the development of permanent campus of IIM Sambalpur along with all Engineering services at Basantpur, Gosala, Sambalpur, Odisha” being developed by the Indian Institute of Management Sambalpur (the “Institute”) including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-bid and other conferences and providing information/ responses to IIM, Sambalpur, representing us in all matters before IIM Sambalpur, signing and execution of all contracts including the License Agreement and undertakings consequent to acceptance of our bid, and generally dealing with IIM Sambalpur in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or till the entering the Agreement with IIM Sambalpur.

AND, we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF, WE, _____, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF, 2019.

For

(Signature)

(Name, Title & Address)

Witness:

1. [Notarized]

Accepted

Signature

(Name, Title & Address of the Attorney)

Bidder's Affidavit

(To be sworn on a non-judicial stamp paper of Rs.10/-)

Tender No. IIMSBP/2019-20/RP/16

AFFIDAVIT

*I/ We _____ *Director/ Proprietor/ Authorized Signatory of _____ (mention name of firm/company and complete address) do hereby solemnly affirm and declare as under:

1. That *I/We *am/are registered as _____ (name of *firm/company) vide registration No. _____ under the provisions of _____ (mention the name of the Act).
2. That *I/We _____ have applied in response to "Project Management Consultancy for the development of permanent campus of IIM Sambalpur along with all Engineering services at Basantpur, Gosala, Sambalpur, Odisha."
3. That the above named bidder is eligible to submit the proposal as neither the bidder nor any of its related entities have been de-barred/restrained/ blacklisted by any central Government/state Govt. agency/ Autonomous body central Government/state Govt / public sector undertaking etc. in last 5 years from last date of submission of bid, from providing PMC services of similar works.

DEPONENT

VERIFICATION

*I/we _____ the above named deponent do hereby verify that the contents of the aforesaid are true and correct to the best of *my/our knowledge and belief and nothing is concealed therefrom.

Verified at _____ 2019. this day of

DEPONENT

Form - 11

DETAILS OF TECHNICAL PERSONNEL TO BE DEPLOYED FOR THIS PROJECT

Tender No. IIMSBP/2019-20/RP/16

Sl. No.	Name	Qualification	Designation	Details of Experience	Role in this Project	Remarks
1	2	3	4	5	6	7

(Signature of Authorized Signatory)

Form - 12

DETAILS OF DISCIPLINES FOR WHICH CONSULTANTS ARE PROPOSED TO BE APPOINTED BY THE BIDDER FOR THIS PROJECT

Tender No. IIMSBP/2019-20/RP/16

Sl. No	Name of Discipline	Details of Discipline	Role in this Project	Remarks
1	2	3	4	5

(Signature of Authorized Signatory)

Form – 13

Format for Performance Security Bank Guarantee

(To be provided at the time of signing of Agreement)

Tender No. IIMSBP/2019-20/RP/16

In consideration of the Institute having offered to accept the terms and conditions of the proposed agreement between and (hereinafter called “the said PMC” name of the work (hereinafter called “the said consultancy agreement”) having agreed to production of an irrevocable bank guarantee for Rs------(Rupees -----Only) as a security/ guarantee from the PMC for compliance of his obligations in accordance with the terms and conditions in the said consultancy agreement.

1. We (hereinafter referred to as the “Bank”) hereby undertake to (indicate the name of the Bank) _____ pay to the Indian Institute of Management Sambalpur an amount not exceeding Rs.----- (Rupees----- only) on demand by the Indian Institute of Management Sambalpur.

2. We do hereby undertake to pay the amounts due and payable (Indicate the name of the Bank) _____ under this Guarantee without any demur, merely on a demand from the Indian Institute of Management Sambalpur that the amount claimed is required to meet the recoveries due or likely to be due from the said PMC. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. ----- (Rupees -----only).

3. We, the said bank, further undertake to pay to the Indian Institute of Management Sambalpur any money so demanded not withstanding any dispute or disputes raised by the PMC in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder, and the contractor(s) shall have no claim against us for making such payment.

4. We further agree that the Guarantee herein contained shall (indicate the name of the Bank) _____ remain in full force and effect during the period that would be taken for the performance of the said consultancy agreement, and it shall continue to be enforcement till all the dues of the Indian Institute of Management Sambalpur under or by virtue of the said consultancy agreement have been fully paid, and its claims satisfied or discharges, or till the, Director of the Institute, certifies that the terms and conditions of the said consultancy agreement have been fully and properly carried out by the said PMC and accordingly discharges this guarantee.

5. We further agree with the Indian Institute of Management Sambalpur that the (indicate the name of the Bank) _____ shall have the fullest liberty without our consent, and without

effecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said consultancy agreement or to extend time of performance by the said PMC from time to time or to postpone for any time or from time to time any of the powers exercisable by the Indian Institute of Management Sambalpur against the said PMC, and to forbear or enforce any of the terms and conditions relating to the said consultancy agreement, and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said PMC or for any forbearance, act of omission on the part of the Indian Institute of Management Sambalpur or any indulgence by the Indian Institute of Management Sambalpur to the said PMC or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

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

7. We lastly undertakes not to revoke this Guarantee except with (indicate the name of the Bank) _____ the previous consent of the Indian Institute of Management Sambalpur in writing.

8. This Guarantee shall be valid up to unless extended on demand by the Indian Institute of Management Sambalpur Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs.----- (Rupees ----- only) and unless a claim a writing is lodged with us within six months of the date of expiry or extended date of expiry of this Guarantee all our liabilities under this Guarantee shall stand discharged.

Dated----- the day ----- off for -----

(Indicate the name of the Bank)

Form - 14

FORMAT FOR EMD / BID SECURITY

Tender No. IIMSBP/2019-20/RP/16

KNOW ALL MEN by these presents that we(Name of Bank) having our registered office at (Name of country) (hereinafter called “the Bank”) are bound to Indian Institute of Management Sambalpur, in the sum of Rs. _____ for which payment will and truly to be made to the said Indian Institute of Management Sambalpur, the bank binds itself, its successors and assigns by these presents.

WHERE AS (Name of bidder) (herein after called “the bidder”) has submitted its bid dated _____ to provide project Management Consultancy for the development of permanent campus of IIM Sambalpur along with all Engineering services at Basantpur, Gosala, Sambalpur, Odisha.

AND WHEREAS the bidder is required to furnish a bank guarantee for the sum of Rs. _____(Rupees _____ only) as bid security against the bidder’s offer as aforesaid.

AND WHEREAS _____ (Name of Bank) have, at the request of the bidder, agreed to give this guarantee as hereinafter contained.

1.0 We further agree as follows

1.1 That the Indian Institute of Management Sambalpur may without affecting this guarantee grant time or other indulgence to or negotiate further with the bidder in regard to the conditions contained in the said bid and thereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between the Indian Institute of Management Sambalpur and the bidder.

1.2 That the guarantee herein before contained shall not be affected by any change in the constitution of our bank or in the constitution of the bidder.

1.3 That any account settled between the Indian Institute of Management Sambalpur and the bidder shall be conclusive evidence against us of the amount due hereunder and shall not be questioned by us.

1.4 That this guarantee commences from the date hereof and shall remain in force till _____ (date to be filled up).

1.5 That the expression ‘the bidder’ and ‘the bank’ herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successors and assigns.

2.0 The conditions of this obligation are:

a. if the bidder withdraws his bid during the period of bid validity, or

b. if the a. bidder having been notified of the acceptance of his bid by the Indian Institute of Management Sambalpur during the period of bid validity: -

i) fails or refuses to furnish the required performance security as per bid condition.

ii) fails or refuses to enter into a contract within 10 (ten)days of issue of letter of award by the Indian Institute of Management Sambalpur.

We undertake to pay to the Indian Institute of Management Sambalpur up to the above amount upon receipt of his first written demand, without the Institute having to substantiate his demand provided that, in his demand the Institute will note that the amount claimed by him is due to him owing to the occurrence of any one or more of the conditions (a), (b) mentioned above, specifying the occurred condition or conditions.

Signature of Authorized Official Bank

Signature of the Witness

Name of Official:

Designation:

Name of the Witness

Stamp/Seal of the Bank

Address of the Witness

Form - 15

FORM OF CONSULTANCY AGREEMENT

(TO BE USED AT THE TIME OF SIGNING OF AGREEMENT WITH PREFERRED BIDDER)

1.0 This agreement is made at Sambalpur on the ---- day of ----- 2019 between Director, IIM Sambalpur, having its office at Indian Institute of Management Sambalpur, Jyoti Vihar, Burla, Sambalpur 768019 (hereinafter called “The Institute” which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors, legal representatives and assigns) of the First Part.

And

M/s. _____, a Company incorporated under the Companies Act 1956 having Head Office at _____, (hereinafter called the “PMC” which expression unless repugnant to the context shall mean and include its successors-in-interest assigns etc.) of the Second Part.

Whereas Indian Institute of Management, Sambalpur is desirous, to provide name of the work as per the scope of consultancy services called the “The Consultancy services” and has accepted a tender submitted by the _____ PMC to provide the said consultancy services. NOW THIS CONSULTANCY AGREEMENT WITNESSETH as follows.

In this consultancy agreement words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.

2.0 The conditions of this obligation are:

- a) if the bidder withdraws his bid during the period of bid validity, or
- b) if the a. bidder having been notified of the acceptance of his bid by the Indian Institute of Management Sambalpur during the period of bid validity: -
 - i) NIT and Article of Agreement,
 - ii) Conditions of contract, scope of project management consultancy services, technical package by bidder, all duly filled forms.

- iii) Financial bid submitted by the bidder.
- iv) Letter of award, integrity pact
- v) All the correspondence till award of this contract i.e. amendments, pre bid query replies and any other document necessary to make the part of consultancy agreement.

In consideration of the payment to be made by Indian Institute of Management Sambalpur to the _____ as hereinafter mentioned, the PMC hereby covenants with IIM Sambalpur to execute and complete the Project Management Consultancy as per scope of consultancy by nine years from the date of commencement of consultancy agreement (thirty six month completion of construction work and handing over of the project to the Institute twelve months defect liability period from the handing over of project for use and sixty months for maintenance of infrastructure and services after defect liability period) therein in conformity in all respects with the provisions of the contract.

Indian Institute of Management Sambalpur hereby covenants to pay the PMC in consideration of the “The Consultancy services”, the total contract feethe fees stated in the letter of award (LOA) subject to such additions thereto or deductions there from as may be made under the provisions of the consultancy at the times and in the manner prescribed in this consultancy agreement.

3.0 OBLIGATION OF THE PMC

The PMC shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The PMC shall keep Indian Institute of Management Sambalpur fully indemnified against liability of tax, interest, penalty etc., of the PMC/ contractor(s) in respect thereof, which may arise.

IN WITNESS OF WEREOF the parties hereto have caused their respective common seals to be hereunto affixed / (or have hereunto set their respective hands and seals) the day and year first above written.

For and on behalf of the PMC

For and on behalf of the IIM Sambalpur

Signature of the authorized official

Signature of the authorized official

Name of the PMC

Name of the official

Stamp / Seal of the PMC

Stamp / Seal

Signed, sealed and delivered

By the said

By the Said

on behalf of the PMC:

on behalf of the IIM Sambalpur:

in the presence of:

in the Presence of

Witness _____

Witness _____

Name and address _____

Name and address _____

Form - 16

UNDERTAKING FOR INTEGRITY PACT

Tender No. IIMSBP/2019-20/RP/16

To,

Indian Institute of Management Sambalpur
Jyoti Vihar, Burla, Sambalpur 768019 (Odisha)

Dear Sir,

I/We acknowledge that Institute is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Request for Proposal (RFP) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that the making of the bid shall be regarded as an unconditional and absolute acceptance of this condition of the RFP.

I /We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when RFP is finally accepted by Institute. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article I of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the RFP, Institute, shall have unqualified, absolute and unfettered right to disqualify the Bidder and reject the RFP in accordance with terms and conditions of the RFP.

Yours faithfully

(Signature of Authorized Signatory)

INTEGRITY PACT

(To be signed by the bidder and same signatory competent/ authorized to sign the relevant contract)

INTEGRITY AGREEMENT

This Integrity Agreement is made at _____ 2019. on this day of

BETWEEN

The Institute represented through Director IIM Sambalpur, JyotiVihar, Burla, Sambalpur 768019, (Hereinafter referred as the Institute, which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

_____ (Name and Address of the Firm/ Company) through
_____ (Details of duly authorized signatory) (hereinafter referred to as the
“Bidder” and which expression shall unless repugnant to the meaning or context hereof include its
successors and permitted assigns).

Preamble

WHEREAS the INSTITUTE has floated the RFP (RFP No. _____) (hereinafter referred
to as “RFP/Bid”) and intends to award, under laid down procedure, contract for
_____ (Name of work) hereinafter referred to as the “Contract”

AND WHEREAS the Institute values full compliance with all relevant laws of the land, rules,
regulations, economic use of resources and of fairness/ transparency in its relation with PMC.

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this
Integrity Agreement (hereinafter referred to as “Integrity Pact” or “Pact”), the terms and conditions
of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract
between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witness as under.

Article 1: Commitment of the Institute

The Institute commits itself to take all measures necessary to prevent corruption and to observe the following principles:

No employee of the Institute, personally or through any of his/her family members, will in

- (i) No employee of the Institute, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, 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.
- (ii) The Institute will, during the Tender process, treat all Bidder(s) with equity and reason. The Institute will, in particular, before and during the Tender process, provide to all Bidder(S) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
- (iii) The Institute shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- (iv) If the Institute obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/ Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Institute will inform the Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder

- a) It is required that each Bidder/ PMC (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Institute all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- b) The Bidders/PMC commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
 - i) The Bidder/ PMC will not, directly or through any other person or firm, offer, promise or give to any of the Institute employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
 - ii) The Bidder/ Institute will not enter with other Bidder into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to fee, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.

iii) The Bidder/ PMC will not commit any offence under the relevant IPC/PC Act. Further the Bidder/ PMC will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Institute as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

The Bidder/ PMC will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

iv) The Bidder/ PMC will not instigate third persons to commit offences outlined above or be an accessory to such offences.

v) The Bidder/ PMC will not, directly or through any other person or firm indulge in fraudulent practice means a wilful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Institute interests.

vi) The Bidder/ PMC 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 to influence their participation in the tendering process).

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Institute under law or the Contract or its established policies and laid down procedures, the Institute shall have the following rights in case of breach of this Integrity Pact by the Bidder/ PMC and the Bidder/ PMC accepts and undertakes to respect and uphold the Institute's absolute right:

i) If the Bidder/ PMC either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the after Institute giving 14 days' notice to the PMC shall have powers to disqualify the Bidder(s)/ PMC from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/ PMC from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Institute and such exclusion may be forever or for a limited period as decided by the Institute.

ii) Forfeiture of EMD/ Performance Guarantee/ Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/ determined the Contract or has accrued the right to terminate/ determine the

Contract according to Article 3(1), the Institute, apart from exercising any legal rights that may have accrued to the Institute, may in its considered opinion forfeit the entire amount of Earnest Money.

iii) Criminal Liability: If Institute obtains knowledge of conduct of a Bidder or PMC, or of an employee or a representative or an associate of Bidder or PMC which constitutes corruption within the meaning of IPC Act, or if the Institute has substantive suspicion in this regard, the Institute will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

- i) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
- ii) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/holiday listing of the Bidder/ PMC as deemed fit by the Institute.
- iii) If the Bidder/ PMC can prove that he has resorted/ recouped the damage caused by him and has installed a suitable corruption prevention system, the Institute may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors

- i) The Bidder/ PMC undertake to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/ PMC shall be responsible for any violation(s) of the principle laid down in this Agreement/Pact by any of its Sub-contractors/ sub-vendors.
- ii) The Institute will enter into Pacts on identical terms as this one with all Bidder/ PMC and Contractors.
- iii) The Institute will disqualify Bidder/s, who do not submit, the duly signed Pact between the Employer and the Bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6: Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the PMC 09 (Nine) months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other Bidders, till the Contract has been awarded.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority of the Institute.

Article 7: Other Provisions

- i) This Pact is subject to Indian law, place of performance and jurisdiction is the office of Director IIM Sambalpur, who has floated the Tender.
- ii) Changes and supplements need to be made in writing. Side agreements have not been made.
- iii) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- iv) It is agreed term and condition that any dispute or difference arising between the parties with

regard to the terms of this Integrity Agreement/Pact, any action taken by the Institute in accordance with this Integrity Agreement/Pact or interpretation thereof shall not be subject to arbitration.

Article 8: LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

(For and on behalf of Institute)

(For and on behalf of Bidder)

Witnesses:

I. _____
(Signature, Name & Address)

II. _____
(Signature, Name & Address)

Place:

Date:

Form - 17

PRICE BID (PART - II)

Financial package e-submission form

REQUEST FOR PROPOSAL (RFP)

REF NO: IIMSBP/2019-20/RP/16

Date- 27/06/2019

Name of work: Selection of PROJECT MANAGEMENT CONSULTANT (PMC) to “Provide Project Management Consultancy for the development of permanent campus (Phase - I Works) of IIM Sambalpur along with all Engineering services”.

Site Location: IIM SAMBALPUR CAMPUS, at Basantpur, near Gosala, Sambalpur city, Odisha”.

Name of the Bidder:

Tender No.	Description of Services	Unit Lump Sum	Fees in Rs. (In Figure)	Fees in Rs. (In Words)
	To provide Project Management Consultancy for the development of permanent campus (Phase-I works) of IIM Sambalpur at Basantpur, near Gosala, Sambalpur, along with all Architectural and Engineering services including operation and maintenance as per Scope of Work (Clause no 5.2.1.)	For complete job as per the conditions of RFP.		

Note: Above fees is excluding GST. GST shall be paid to the agency as per actuals.

Place:

Date:

Signature of Bidder/ Authorized Signatory

Annexure – A

SCOPE OF COMPREHENSIVE ARCHITECTURAL SERVICES

1.1 Role of the Architect

The role of Architect will be to provide the Architectural Services for (Phase-I works) for the campus as per the scope of services covered in this section. Preparation of overall Master Plan of the Campus (For all Phases). The scope of work of PMC shall include these services to be provided by the Architect.

1.2 Scope of Services

The broad scope of Services of Architect (Phase -1 works) covers the following:

- a) Topographical survey of the proposed site- The Architect will prepare the Specifications and requirement for carrying out Topographical survey and the Survey of all existing services and other constraints existing in and around the site. Thereafter the work will be got executed by the Architect and the report will be utilized for planning and designing of the overall scheme.

The responsibility of the completeness and correctness of the survey will lie with the Architect.

- b) Site evaluation, Study of existing land use in and around the project area, analysis of architectural character, socio-cultural aspects & heritage of the region.
- c) Study of existing infrastructure, accessibility, circulation pattern and parking.
- d) Ascertain the Institute's requirements, examine site constraint & potential and prepare a design brief for Institute's approval.
- e) Preliminary proposal with design philosophy (zoning, micro-planning, phasing, etc.) for development and their impact on immediate environs.
- f) Preparation of overall Master Plan of the Campus (For all Phases).
- g) Concept drawings of individual buildings with plans, elevations & sections.
- h) Conceptual design of services and their inner connectivity, preliminary designs, and specifications.
- i) Urban design including volumetric study and urban form recommendations including pedestrian / vehicular movement and parking.
- j) Landscape Architecture, site-planning, suitability & appraisal, landform, drawings of

landscaping elements, open space design, plant structure, illumination design, street furniture and graphic design and signages.

- k) Final concept design and drawings, technical specifications including finishes of individual buildings and services (both external and internal).
- l) Green Building Design - All the design and detailing of the campus shall be with GRIHA-3 Star Rating. Relevant Specification and initial assessment report shall be submitted by the Architect and the detailed simulation and documentation shall be done by the PMC to obtain GRIHA- 3 Star Rating. Nothing extra shall be paid to the architect on this account.
- m) Architectural planning should be barrier free and accessible for DAP as per the prevailing norms of Govt. of India/CPWD.

1.2.1 The Architect shall be required to provide the following as part of his services:

- 1.2.1.1 Preparation of Architectural control guidelines / checklist & preparation of drawings of individual buildings and overall master-plan of the campus and their approval from the statutory bodies by complying all the applicable norms / codes / guidelines /regulations/ bye-laws / statutes of local as well as Central Govt. Bodies.
- 1.2.1.2 Prepare report on site evaluation and analysis with basic approach to circulation, activity distribution and interconnectivity and external linkages including preliminary estimate of project cost based on allowable F.A.R.
- 1.2.1.3 Furnish report on measures required to be taken to mitigate the adverse impact, if any, of the proposed development on its immediate environs.
- 1.2.1.4 Conceptual & final design, specifications, estimates of Acoustic treatment of Modern class rooms, auditorium and other large sized rooms (wherever applicable).
- 1.2.1.5 Conceptual & final design, specifications, estimates of Non-conventional use of energy (wherever applicable).
- 1.2.1.6 Conceptual & final design, specifications of Rain water harvesting of the entire site along with its approval from the concerned bodies (if any).
- 1.2.1.7 Recycling of waste water, its appraisal, suitability study & preparation of final design/schemes along with specifications & estimates.
- 1.2.1.8 Conceptual & detailed design of solid waste management system.
- 1.2.1.9 Periodic supervision for ensuring smooth progress and adherence to design concept during execution of work (up to 25 architect visits).

2.1 Sequence of Services

2.2 During Preliminary Planning Stage

Following activities shall be carried out during Preliminary Planning Stage:

Preparation of master plan of the campus showing circulation pattern, zoning of various land uses and relevant details, development strategy. It may be noted that the requirements of various building/ structures have been projected for phase-I only but master plan and all the external services will be designed for whole of the project in total plot of 200 acres.

The Architect shall get the approval of the conceptual scheme from the Institute both through presentations, physical models, computer walk through etc. Comments and suggestions or alternate proposal of the Institute shall be evaluated and suitably incorporated till the concept

design is accepted and frozen.

2.3 Concept Design

- a) Ascertain the Institute requirements and examination of site constraints and potential for individual buildings, external and internal systems/ services, and preparation of a brief for the Institute's review/ recommendations and Institute's approval including conceptual/ control designs/ drawings/ documents and incorporating required changes, if any.
- b) Development of the concept design after interacting with the Institute.
- c) Submission of the concept design and make presentation of the entire scheme.
- d) Modifications in the concept plan taking into account the comments, suggestions of the Institute and submitting the same to the Institute for approval.
- e) Submission of the final concept design along with models, photograph, 3D-walk through, bird's perspective and human eye views of public areas and circulation areas and other important features etc. The cost of such models, photographs, etc. shall be borne by the Architect.
- f) Preparation of preliminary estimate of project, based on P.A.R. of CPWD.
- g) Preparation of three-dimensional views and three-dimensional walk-through of the entire campus in relation to open spaces and physical model in suitable scale showing the proposal and surrounding areas.
- h) Submission of drawings of master-plan and individual buildings plans, elevations & sections to the Institute / statutory authorities for approval & ensure compliance with codes, standards and legislation as applicable and carry out necessary changes as may be required and obtain approvals from all regulatory authorities.
- i) Obtaining approvals from the Municipal & other local authorities.

2.4 During Final Design Stage

- a) Development and Submission of the Master Plan and Modifications of the Master Plan taking into account the comments and suggestions of the Institute.
- b) Submission of the Final Master Plan to local bodies/ statutory and incorporating changes, if any, suggested by them and resubmitting the same for approval.

It may be noted that the requirements of various building/structures have been projected for phase-I only but master plan and all the external services will be designed for whole of the project in total plot of 200 acres.

- c) Preparation of drawings showing the common facilities for circulation, parking open spaces and external Architectural form as per the approved drawings.
- d) Preparation of final architectural drawings including all floor plans, sections and elevations for all buildings.

The working drawing shall include:

- i) Layout Plan showing:
 - All proposed buildings, play fields, green area, Sewage Treatment Plant, Sump, Rain Water Harvesting, Electrical Sub-Station etc.
 - Road network, foot path, walkways, Blow up of road junction/ parking area and other

such area as required.

- External services

ii) Final Drawings of:

- Floor plans, superimposed with all conceptual services/ disciplines
- Elevations
- Sections
- Wall profiles
- Doors & Window details
- Stairs/ Ramps/ Lifts details
- Details of building parts, areas, and critical special treatments
- Toilet details
- Flooring pattern and details
- Dado details
- Roof flow, draining including rain water harvesting system underground tank
- Layout and drawing of all types of furniture, all Computer lab equipment, all kitchen equipment etc.
- Any other conceptual detail required by the Institute.

2.5 During Municipal and Statutory Approval Stage

- a) Obtaining approval of the master Plan from local / statutory authorities. The Institute provide all the support to obtain the approvals.
- b) The Architect shall prepare schematic network of all services and its interconnectivity including water supply, drainage, sewerage, electrical, communication, fire detection and firefighting, solid waste management system, rain water harvesting, recycling of waste water, irrigation system, use of solar energy and other services as may be indicated by the Institute. The Architect shall also prepare an integrated layout plan of the Institute Campus showing all the services. The PMC/Contractor shall obtain approval of schemes of Fire, Lift and Environment based on detailed design from the concerned local statutory /authorities.

2.6 During Pre-tendering Stage

Conceptual plan for Structural, Mechanical and Electrical work/ services - HVAC, Internal & External Electrification, Substation, DG Set, LT & HT Cabling and Networks, Lifts and escalators, Machine rooms, Lift and escalators shall be designed in accordance with DAP and old age person to make the campus barrier free. Fire Fighting, water and sewerage network and Traffic Analysis etc. so that there is no major deviation in the detailed drawing.

Preparation of necessary details and drawings showing landscape, street furniture and graphic signage including site appraisal and suitability, site- planning, land form and grading, surface drainage design and water management, open space design-roads, parking hard & soft areas, walls, gates

- a) fences, design, plant structure and features, garden furniture design, illumination design, graphic design and signage, co-ordination of external services, periodic inspection & evaluation of construction works as per final designs and specifications

2.7 During Implementation Stage:

Architect shall confirm whether the Detailed Engineering Drawings / Good for construction drawings prepared by other agencies are broadly in accordance with the Concept & Final design.

PMC shall review and issue of certified detailed architectural design and drawing as per final design and comments of Architect to ensure the compliance and conformity.

Site visits of Architect required prior to the construction stage shall be deemed to be included in the lump-sum fee of the Architect.

The Architect having adequate qualifications and experience of at least 10 years of work will make periodical site visit as and when required during the entire period of construction, for resolution of conflicts/ coordination and to ensure that work is being carried out as per approved drawings. The mandatory number of site visits of Architect shall be 25 numbers during the construction phase.

The expenses for site visits shall be included in the lump sum fee of the consultancy services of the Architect and nothing extra shall be payable on this account.

Beyond 25 numbers of visit, if some of the Experts are called by the institute for fulfilment of all the Contractual obligations by the Architect, the Architect shall provide such services beyond 25 numbers of visit, if some of the experts are called by the Institute for fulfilment of all the contractual obligations by the Architect, the Architect shall provide such services in accordance with the terms and rates stipulated herein below.

The charges shall be paid for additional experts @ of INR 5,000/- per day per person. The charges for to & for fare will be reimbursed by the Institute at actual. Charges for lodging & boarding at actual subject to ceiling of INR 3,000/- per day per person will be reimbursed by the Institute and the local transportation shall be arranged by the institute. A deduction of INR 15,000/- would be made per visit on the Architect for non-deployment of the persons as required by the Institute during the 25 visits as stated above.

2.8 During Completion Stage:

Occupation certificates, wherever necessary from the local bodies after completion of work and inspection by Municipal / Fire Electrical Inspectors will be obtained by PMC/Contractor and supply the same to the Institute. Any fee payable to local bodies for issue of completion certificate, shall be borne by the employer. However, Institute may call upon Architect for advice

PMC/Contractor shall prepare completion drawings (as built drawings), plans elevations and cross sections etc. indicating the details of the building and all internal and external services as completed in hard (10 sets) and soft (2 sets) copies as indicated by the Institute.

After the above are completed, Architect shall submit their Completion report, recording his approval or comments if any, to be attended by PMC / Contractor during rectification period.

Assist the employer in Arbitration / Litigation case that may arise out of the contract entered into, in respect of above project, regarding clarifications / interpretations, supply of drawings, designs, specifications as and when required. The architect's role will be limited to these clarifications

only and unless specifically required by Arbitrator / Court. These will be reimbursed on above basis.

The above scope of services of the Architect is indicative in nature. The Architect shall have to provide all the services not specifically excluded but required for successful implementation of the project.