

INDIAN INSTITUTE OF TECHNOLOGY (INDIAN SCHOOL OF MINES) DHANBAD

Project Management Consultancy
towards Various Projects at IIT (ISM) Dhanbad

REQUEST FOR PROPOSAL



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DISCLAIMER

The information contained in this Request for Proposals document (RFP) or subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of the employer or any of its employees or advisers, is provided to Bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement or an offer by the employer to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the employer, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidders may be on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The employer accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Employer, its employees and advisers make no representation or warranty and shall have no liability to any person including any applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in anyway in this Selection Process.

The Employer also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused, arising from reliance of any Bidder upon the statements contained in this RFP.

The Employer may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the Employer is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the Consultancy and the Employer reserves the right to reject all or any of the proposals without assigning any reasons whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the employer or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidder and the Employer shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

IMPORTANT DATES

Date of Issue/Publishing of RFP	12 October 2022 (15:00 Hours)
RFP Download Start Date	12 October 2022 (15:00 Hours)
RFP Download End Date	02 November 2022 (15:00 Hours)
Last Date and Time for submission of RFP	02 November 2022 (16:00 Hours)
Last Date and Time for receipt of Queries	19 October 2022 (16:00 Hours)
Date and Time of opening of RFP	02 November 2022 (17:00 Hours)
Pre-bid Meeting Date and Time	19 October 2022 (16:00 Hours)
Date of Opening of Financial Bids	Will be informed later
Processing Fee	Rs. 20,000 in the form of Demand Draft drawn in favor of "Director, Indian Institute of Technology (ISM) Dhanbad" payable at Dhanbad
Performance Guarantee (PG)	Rs. 1 crore
RFP Validity	75 days (from the last day of submission of RFP)
eMail Address	ecmu@iitism.ac.in

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SECTION 1 INTRODUCTION

- (1.1) Indian Institute of Technology (ISM) Dhanbad hereinafter called "IIT (ISM)", which shall also include its duly authorized representatives and assigns, wishes to develop its Main Campus and Nirsa Campus as a "Smart-Intelligent Eco-Campus", hereinafter called "the Project", in an area of 445 Acres (Main Campus: 218 Acres and Nirsa Campus: 227 Acres), hereinafter called "the Site".
- (1.2) The Project Management Consultant responsible for getting executed various works pertaining to construction, renovation, revamping and maintenance of the Main Campus and Nirsa Campus of IIT (ISM) by call of tenders, hereinafter called "PMC", shall be selected through RFP as detailed further.
- (1.3) The scope of Project Management Consultancy shall include but not limited to Preliminary Estimate, Detailed Estimates, tendering, selection of contractors, execution, billing, engineering, procurement, commissioning, etc.
- (1.4) As a part of the process of selection of reputed Indian Public Sector Units (PSUs) having proven professional capabilities as Project Management Consultant for large campuses, proposals are hereby invited from reputed Indian Public Sector Units (PSUs) in Project Management Consultant for large campuses, and are eligible as per the Primary Eligibility Criteria contained in this document. Such Indian Public Sector Units (PSUs) is hereinafter referred to as "Applicant". (Please refer Annexure 3 for the Primary Eligibility Criteria.)
- (1.5) No consortium or joint venture is permissible.
- (1.6) The RFP document can be downloaded from the Institute's website (<https://www.iitism.ac.in/iitismnew/tender>).
- (1.7) This Request for Proposal (RFP) is addressed to only those applicants who may be eligible as per the Primary Eligibility Criteria contained in this document. The purpose of this RFP document is to provide information to the eligible applicants for preparation of their proposals for the selection process.
- (1.8) Information contained in this RFP document reflects various assumptions and assessment based on current understanding of the Institute. Each applicant may require to augment this information with their own experience to develop and submit technical and financial proposals.
- (1.9) Applicants are expected to make their own assessment and satisfy themselves fully with all aspects of the Institute's structure, Project needs, Site conditions, local

environment, functional and statutory requirements for development of the various components of such a campus and accordingly make proposals.

- (1.10) Applicants are required to submit their proposals strictly according to the terms and conditions and in the form and manner as specified in this document.
- (1.11) Applicants are required to submit a non-refundable processing fee of Rs. Twenty Thousand (Rs. 20,000) in the form of Demand Draft drawn in favor of “Director, Indian Institute of Technology (ISM) Dhanbad” payable at Dhanbad
- (1.12) Applications submitted without the requisite processing fees may be summarily rejected.
- (1.13) The Institute reserves the right to award any part of the project to one or more consultant as selected or to any other firm as per sole discretion of the Institute.
- (1.14) The Institute reserves the right to cancel this RFP at any stage without any liability or any obligation, and without assigning any reason.

SECTION 2 THE INSTITUTE

(2.1) The Indian National Congress at its XVII Session of December 1901 passed a resolution stating that “in view of the fact that the tendency of recent legislation namely, The Indian Mines Act VII of 1901, is that all Indian mines must be kept under the supervision of mining experts, the Congress is of opinion that a Government College of Mining Engineering be established in some suitable place in India on the models of the Royal School of Mines in England, Mining Colleges of Japan and at other places in the continent”. The McPherson Committee formed by Govt. of India, recommended the establishment of an institution for imparting education in the fields of Mining and Geology, whose report, submitted in 1920, formed the main basis for establishment of the Indian School of Mines, Dhanbad. The Indian School of Mines was formally opened on 9th December 1926, by Lord Irwin, the then Viceroy of India to address the need for trained manpower related to mining activities in the country with disciplines of Mining and Applied Geology. In 1967 it was granted the status of a deemed to be university under Section 3 of UGC Act, 1956. Since its establishment, IIT(ISM) has undergone considerable expansion of its activities, and presently it can be considered as a total technology education institute. Indian School of Mines (ISM) was awarded the tag of an Indian Institute of Technology (IIT) on 06 September 2016.

(2.2) IIT (ISM) has, so far, established two Centers of Excellence (CoE):

- (a) Centre for Renewable Energy
- (b) Central Research Facility

(2.3) IIT (ISM) presently offers programs in the following disciplines:

<i>B.Tech.</i>	<i>B.E.</i>	<i>Dual Degree</i>	<i>Integrated M. Tech</i>	<i>JRF Full Time</i>	<i>JRF Part Time</i>	<i>M.Sc</i>	<i>M.Sc Tech</i>	<i>M.Tech</i>	<i>MBA</i>
3560	1	43	390	938	473	285	283	746	86

(2.4) IIT (ISM) aims to:

- (a) Impart quality education at undergraduate, postgraduate, doctoral and postdoctoral levels in engineering and other disciplines.
- (b) Fulfil the Institute’s academic mission in a manner that is socially, economically and environmentally sustainable.
- (c) Provide solutions to the problems of depletion of the earth's finite and, largely, non-renewable energy resources by exploiting the role of renewable energy in sustainable infrastructure development.

(d) Harness the potential of technological advances and state-of-the-art technology, alongside traditional wisdoms in developmental and design practices to meet the environmental and other challenges.

(2.5) To realize these aims, and to provide a compelling model for future communities, the Institute wishes to develop its Main Campus and Nirsa Campus as a “Smart-Intelligent Eco-Campus” containing the existing elements and consideration of future element with expansion plan.

(2.6) Additionally, the campus is intended to serve its students and the larger campus community as a “Living Laboratory”, its purpose being to demonstrate, embed, explore, invent, research and refine systems, devices and technology.

(2.7) Projected Strength of Students, Faculty and Staff:

Students' vs Faculty and Staff

	2017-18	2022-23	2027-28	2032-33	2037-38	2042-43
	<i>Phase 0</i>	<i>Phase 1</i>	<i>Phase 2</i>	<i>Phase 3</i>	<i>Phase 4</i>	<i>Phase 5</i>
<i>Students</i>	7500	8100	8700	9300	9900	10500
<i>Faculty</i>	290	810	870	930	990	1050
<i>Staff</i>	264	891	957	1023	1089	1155
<i>Total</i>	8154	9072	10527	11253	10999	12705

Students, Faculty and Staff population chart

	2017-18	2022-23	2027-28	2032-33	2037-38	2042-43
	<i>Phase 0</i>	<i>Phase 1</i>	<i>Phase 2</i>	<i>Phase 3</i>	<i>Phase 4</i>	<i>Phase 5</i>
<i>Students</i>	7500	8100	8700	9300	9900	10500
<i>Faculty</i>	1160	3240	3480	3720	3960	4200
<i>Staff</i>	1056	3564	3828	4092	4356	4620
<i>Total</i>	9716	14904	16008	17112	18216	19320

SECTION 3

SELECTION PROCEDURE & SUBMISSION OF PROPOSAL

(3.1) Selection Procedure

The process of selection of firm towards Project Management Consultant towards various projects of IIT (ISM) Dhanbad shall be conducted in four (04) stages as chronologically described, hereafter, in Para 3.1.1 through Para 3.1.5.

(3.1.1) Prequalification (*Stage 1*)

- (a) All queries and clarifications regarding this RFP and its contents must reach the Institute on or before 16:00 PM on 19 October 2022. Queries and clarifications sought may also be submitted by eMail, sent to ecmu@iitism.ac.in, before 16:00 PM on 19 October 2022. The Institute reserves the right not to entertain and/or answer any queries, clarifications and the like that are received after the said date and time.
- (b) The purpose of pre-qualification is to prepare a list of all eligible Applicants.
- (c) The prequalification shall be decided on the basis of evaluation of documentary evidence provided by the applicants in support of their eligibility according to the Primary Eligibility Criteria as listed in *Annexure 3*.
- (d) The bidder has to qualify in each of the criteria listed in the Primary Eligibility Criteria to qualify for Stage 2.
- (e) A separate eMail shall be forwarded to the applicants shortlisted at Stage 1 for further process.

(3.1.2) Evaluation of Technical Capability (*Stage 2*)

- (a) All bidders who qualify at Pre-qualification (*Stage 1*) shall be evaluated for Technical Capability (*Stage 2*).
- (b) Technical Capability of all the applicants pre-qualified after Stage 1 shall be evaluated according to the prescribed Criteria listed at Technical Eligibility Criteria in *Annexure 3*.
- (c) The Institute will constitute a committee to award marks i.e., Technical Score 1 (TS1) out of maximum 50 marks to the pre-qualified applicants on the basis of the documents and details submitted in support of the prescribed Evaluation Criteria in *Annexure 3*.
- (d) A proposal will be considered unsuitable and shall be rejected if it does not respond to the RFP document.
- (e) The bidder has to score at least 50 % marks in each individual section & sub-sections and overall, 60% marks in Stage 2 to qualify in Stage 3.

(3.1.3) Evaluation of Technical Proposals (*Stage 3*)

- (a) All bidders who qualify at Technical Capability (*Stage 2*) shall be evaluated for Evaluation of Technical Proposals (*Stage 3*).
- (b) The duly constituted Committee shall award marks i.e., Technical Score 2 (TS2) out of maximum 50 marks to the pre-qualified applicants on the basis of the presentation given by the applicants in front of the Committee.
- (c) Each invited applicant will be allowed maximum 60 minutes for the presentation followed by up to 30 minutes for questions/viva-voce by the jury/committee.
- (d) Applicants are advised to make themselves available for the presentation and viva-voce before the jury at the time and date given by IIT (ISM)
- (e) Based on the broad evaluation parameters as given in the previous Para, the Committee shall decide on the detailed parameters for award of marks, with 100 maximum marks, for Stage 2 and Stage 3.
- (f) Each of the qualified applicants shortlisted after Stage 1, shall be evaluated by the Committee and awarded marks i.e., Technical Score (TS) out of maximum 100 marks (50 marks from Stage 2 and 50 Marks from Stage 3).
- (g) The discretion and decision of the Committee in respect of the award of marks for the Technical Proposals shall be final and binding on all applicants without any right of appeal.
- (h) The Technical score (TS) of the applicants shall be announced before opening of the financial bids.
- (i) Applicants shall submit a sealed envelope for submission of Technical proposal, with the words "Proposal for Project Management Consultancy for IIT (ISM) Dhanbad" clearly superscribed over the envelope.

(3.1.4) Opening of Financial Bids, Final Selection and Award of Work (*Stage 4*)

- (a) Financial proposals shall be opened in the presence of applicants or their representatives who choose to attend.
- (b) After opening of the financial proposals of the all the shortlisted bidders at Stage 3, the Lowest Financial proposal amongst all opened financial proposals shall be given a financial score of 100 marks. The financial score of other proposals will be determined using the following formula:

$$FS = 100 \times FL / F$$

Here FS is the financial score, FL is the Lowest Financial proposal among all, and F is the financial proposal of the particular applicant.

- (c) For the purpose of calculation of composite score (S) for each proposal, the weightage shall be 70% for Technical Score (TS) and 30% for Financial Score (FS) of the respective applicants. The Composite Score shall be calculated using the following formula:

$$S = TS \times 0.7 + FS \times 0.3$$

- (d) Proposals will be ranked according to their composite scores and will be listed in the order of merit as H1, H2, and H3.
- (e) The top scorer H1 may be eligible for award of work or part thereof, at the discretion of the Institute.
- (f) In case of a tie at the top position between two or more applicants, preference shall be given to the applicant who has a higher Technical Score (TS), and this applicant will be required to match the lowest price bid amongst those in the tie.
- (g) In case the applicant selected in a tie, as referred above, refuses to accept the lowest price bid, the next applicant (in the order of merit list for technical proposals) shall be invited for the acceptance of the lowest price bid; and so on, till the lowest price bid is matched.
- (h) The selection above does not automatically confer any right whatsoever on any applicant for award of whole of the work as described in the scope of services or part thereof.
- (i) The Institute reserves the right to award whole of the work or part thereof to any other shortlisted applicant(s) or its constituents, consultants or sub-consultants, or any individual or agency other than those shortlisted, as it may deem fit.
- (j) Project Management Consultant selected, may be called for negotiations, if any, by the Institute, regarding all aspects of the financial as well as technical proposals submitted by it in response to the RFP, before the award of work or part thereof.
- (k) In case of successful conclusion of the negotiations, the Institute will confirm to the selected organization its selection as Project Management Consultant, through a "Letter of Intent/Acceptance" by eMail/letter clearly stating the extent and the price agreed upon at the time of negotiations.
- (l) Project Management Consultant shall, thereafter, sign the Contract agreement within 15 days of the issue of such letter. The format of the Agreement is attached at *Annexure 6*. The RFP shall be deemed to form a part of the Contract.
- (m) As per mandate of this RFP, the successful applicant(s), appointed as Project Management Consultant, shall have to comply with the Scope of Services, to the satisfaction of the Institute and its approval thereof.
- (n) The ownership of the proposals of all the applicants shall lie with the Institute in both the soft and hard copy.

(3.1.5) Necessary documents to be attached with Application:

S. No.	List of documents required
1	Company Registration Certificate
2	Complete company profile
3	Valid GSTN copy.
4	PAN Card Copy.
5	Annual Turnover certificate for last seven years certified by CA
6	Balance Sheet of last seven years (including Net worth) certified by CA
7	Work experience documents (completion certificates/ work orders)
8	Technical Proposals with contact details of the two references (Previous clients preferably in last two years)
9	Financial Proposals indicating the percentage quote
10	Proof of Submission of Processing Fee of Rs. 20,000/-

(3.2) Submission of Proposal

(3.2.1) Applicants shall submit their Request for Proposal (RFP) subject to eligibility as per the Primary Eligibility Criteria for the respective category.

(3.2.2) Applicants shall be required to submit their proposals in the following manner: Submission of Statement of Pre-qualification, Technical Capability and Financial proposal.

(3.2.3) Applicants shall submit their proposals on or before 04:00 PM of 02 November 2022 at the following address:

The Superintending Engineer

Office of ECMU

Indian Institute of Technology (ISM) Dhanbad

Main Campus

Dhanbad 826 004

(Jharkhand)

(3.2.4) Submission shall include

(a) Documents in two (2) copies, in support of Prequalification as per Primary Eligibility Criteria at *Annexure 3*.

(b) Documents in two (2) copies, in support of Technical Capability as per Evaluation criteria at *Annexure 3*.

(c) Processing Fees in one (1) copy, a separate sealed cover marked "Project Management Consultancy for IIT (ISM) Dhanbad".

(d) Financial Proposal in one (1) copy, in a separate sealed cover marked "Project Management Consultancy for IIT (ISM) Dhanbad".

(e) All the various envelopes shall be placed in one single sealed cover clearly marked as "Project Management Consultancy for IIT (ISM) Dhanbad" with name of the applicant and contact details written thereon.

(3.2.5) Presentation

- (a) After the submission of the proposal, IIT (ISM) Dhanbad shall call all of the shortlisted applicants to make a presentation.
- (b) Each invited applicant will be allowed maximum 60 minutes for the presentation followed by up to 30 minutes for questions/discussion by the Committee.
- (c) The presentation shall include:
 - A brief introduction about the firm, similar projects undertaken, etc.
 - The proposal as above
 - Qualification and competence of the key personnel for the assignment
 - Design Concept and understanding of assignment, approach and methodology
 - Creativity and Value Engineering
 - Understanding of material concepts
 - Presentation and communication
 - Capability and suitability for project delivery
- (d) Applicants are advised to make themselves available for the presentation and discussion before the Committee at the time and date given by IIT (ISM) Dhanbad. The format of presentation mentioned above is indicative and the detailed format of presentation shall be intimated to the bidders qualifying Stage-2 through e-mail.

(3.2.6) Format for Financial Proposal

- (a) The financial proposal shall be submitted on Project Management Consultant letterhead and follow the format as specified in *Annexure 7*.
- (b) The financial proposal shall be complete, unconditional and free from any computational errors.
- (c) The quoted fees percentage shall remain fixed for the entire period of Contract with no condition for escalation whatsoever.
- (d) The quoted fees shall be inclusive of all expenses (both direct and indirect) relating to the performance of the Contract for the entire period of Contract.
- (e) Omissions if any, shall not entitle the Applicant to be compensated. The liability to fulfill obligations as per scope of work within the total quoted fees shall rest solely with the Applicant.
- (f) All fees/charges relating to statutory approvals, payable to local bodies and other authorities/agencies, shall be dealt by Applicant but paid by the Institute on recommendation of the PMC.

- (g) All fees/charges payable as per the terms of appointment of agencies approved and appointed by IIT (ISM) Dhanbad for vetting of designs and related calculations shall be paid directly by the Institute.
- (h) Compliance with the foreign exchange regulation of India or any other country while making this proposal shall be the sole responsibility of the applicant; and IIT (ISM) Dhanbad shall in no way be involved directly or indirectly.

(3.2.7) General Conditions and important instructions

- (a) The applicant shall bear all costs relating to the preparation and submission of proposals at all stages as sought in the RFP.
- (b) Each proposal whether layouts or services systems or policy or any other, must be duly supported by clearly referenced data presented in a logical and quantifiable format.
- (c) All proposals must be based on clearly referenced global best-practices and technologies, and must respect clearly identified and listed local constraints, resources and skills.
- (d) The Institute reserves the right to seek more details regarding the proof of qualifications, experience and capabilities of the key personnel.
- (e) The Institute reserves the right to issue corrigenda and addenda to this RFP document which shall be binding on all applicants.
- (f) The Institute reserves the right to amend, alter, modify, add and/or delete in part or full any requirements or terms and conditions contained in the RFP document at any time up to the stage of submission of Proposal by issuing Corrigendum from time to time, which shall be binding on all applicants.
- (g) All dates, place and time are subject to change and participants should regularly check for updated schedules on the Institute's website.
- (h) All latest information and clarifications, if any, shall be posted on the Institute's website. Applicants are advised to visit the website www.iitism.ac.in at regular intervals for any update with respect to the selection process.
- (i) The documents, and other information provided by IIT (ISM) Dhanbad or submitted by the applicants to IIT (ISM) Dhanbad, shall become and remain the property of the Institute.
- (j) All Intellectual Property Rights of the schemes and proposals submitted during the process of selection, shall rest with IIT (ISM) Dhanbad.
- (k) No explanation and/or justification in any aspect relating to the selection process shall be given, and the decision of the Institute shall be final and binding on all without any right of appeal.

- (l) All provisions in this document are supplementary and complementary to each other and are not to be read in isolation.

(3.2.8) Disqualifications during selection

- (a) The Institute reserves the right to debar the applicant/terminate the agreement with the final applicant selected for award of work, at any point of time, should any of the document/certificates as submitted be found to be fabricated or false, or a material misrepresentation is made or discovered, or the applicant does not provide the requisite information as required by the Institute within the stipulated period.
- (b) The Institute reserves the right to take appropriate decision in the cases where any contract of the applicant is found to be in arbitration with any state or central government.
- (c) Disqualifications: IIT (ISM) Dhanbad may, at its sole discretion and at any time during the process of selection, disqualify any applicant, if:
- The applicant has made misleading statements and/or has submitted false documents as part of this RFP submission at any stage of the selection process.
 - The applicant submits a proposal that is incomplete and/or not accompanied by such documents as are required by the Institute.
 - The applicant fails to provide clarifications related thereto, when sought;
 - The applicant fails to submit document(s) that are sought as a part of this RFP, strictly in the form and manner specified by the Institute.
 - The applicant has been declared ineligible by the Government of India/State/UT Government for corrupt and fraudulent practices, or blacklisted.
 - The applicant submits a proposal with price or percentage escalation provision or offers conditional financial bid.
 - The applicant is found to be indulging in activities that may directly or indirectly attempt to influence the process of selection either in their own favor or against any other participants.
 - The applicant submits conditional bid
 - The applicant submits price bid in format other than that provided in the RFP
 - The applicant fills format which are to be filled after award of work. All formats which are required to filled during submission of tender shall only be filled.

SECTION 4

SCOPE OF WORK, ROLES AND RESPONSIBILITIES

(4.1) Scope

The PMC shall undertake all *Development works of IIT (ISM)* towards the execution of various works of Construction of buildings, allied services, landscaping and all kind of development works for IIT (ISM) on the basis of designs, drawings, documents, details and guidelines by IIT (ISM) and issued by the Architect(s) and Consultant(s), appointed by IIT (ISM) (hereinafter referred to as the Consultant(s) or on the basis of the design and drawings prepared by the PMC, if so, desired and approved by IIT (ISM), as Deposit Work, and this shall be applicable for one or more buildings and infrastructure works that may be assigned by IIT (ISM) to PMC in future on Deposit Work basis. Development works are, but not limited to construction, renovation, revamping and maintenance of the Main Campus and Nirsa Campus of IIT (ISM).

The scope of Project Management Consultancy shall include but not limited to preliminary estimate, detailed estimates, tendering, selection of contractors, execution, billing, engineering, procurement, commissioning, selection of campus master planer, architects, TPQA etc.

(4.2) Responsibility of PMC

(4.2.1) General

PMC shall ensure good quality construction keeping in view the concern of IIT (ISM) regarding global standards of the buildings and design specified by the Consultant(s). PMC also agrees to man and monitor the work sufficiently so as to meet the aspiration of IIT (ISM) to sustain and create an educational campus of international standard and quality.

(4.2.2) PMC shall provide exclusive offices of engineering as under:

- (a) If the total value of works under execution by PMC for IIT (ISM) exceeds *Rs. 100 Crores*, PMC shall set up an exclusive project team headed by Project Head of the rank and level equivalent to Chief Engineer of CPWD.
- (b) If the total value of works under execution by PMC for IIT (ISM) is upto *Rs. 100 Crores*, PMC shall set up an exclusive project team headed by a Project Head of the rank and level equivalent to Superintending Engineer of CPWD.
- (c) The list of key personnel to be deputed for different project capping as defined above is given in Annexure 4.

(4.2.3) The Project Head posted exclusively at IIT (ISM) for the Development works of IIT (ISM), shall be reckoned as the Nodal Officer from the PMC. The Nodal Officer shall be solely responsible for all kind of correspondence with IIT (ISM).

(4.2.4) The Project Head posted exclusively at IIT (ISM) for the Development works of IIT (ISM), shall liaison with the Superintending Engineer of IIT (ISM).

- (4.2.5) PMC shall endeavor to place suitable officers of proven track record of integrity and delivery to supervise looking after the works of IIT (ISM). In the event PMC intends to replace an officer during the progress of the work, it shall inform, consult and take written consent of IIT (ISM) before taking such decision. Similarly, if the performance of a particular officer is not found to be satisfactory. PMC shall withdraw such officer on the recommendation of IIT (ISM) and shall depute a substitute of proven track record within such time so as to avoid any adverse effect on the progress of work.
- (4.2.6) PMC shall execute the works on the designs, drawings, documents, details and guidelines by consultant(s) and IIT (ISM). PMC shall complete such work within stipulated time agreed for each building or set of buildings or infrastructure work assigned to PMC. A broad schedule of activities indicating mutually accepted dates for important activities shall be drawn up jointly between IIT (ISM) and the PMC at the time of start of the project; and Approved by IIT (ISM). In the event of any delay in completion of any activity required to be completed by IIT (ISM) or by the Consultant(s) the time for completion determined for PMC shall be suitably adjusted/modified. Delay on the part of PMC during execution of projects due to unforeseen circumstances beyond control of PMC will be reviewed by IIT (ISM) and it shall also be taken into account for mutually extending the time. However, if delay is on the part of PMC, IIT (ISM) shall invoke penalty clauses against the PMC.

(4.3) Tender Related Activity

- (4.3.1) Detailed Estimate (DE) shall be prepared by PMC.
- (4.3.2) Preliminary Estimate (PE) and Detailed Estimate (DE) shall be prepared on the basis of the designs, drawings, documents, details and guidelines by IIT (ISM) and Consultants and Approved by IIT (ISM). If required the PMC may be required to prepare the detailed designs.
- (4.3.3) Preliminary Estimate (PE) and Detailed Estimates shall be prepared as per latest guidelines of CPWD Works Manual, CPWD DSR and General Condition of Contract corrected update and the guidelines of IIT (ISM)
- (4.3.4) All Preliminary Estimate (PE) shall be finally proposed by PMC and recommended by IIT (ISM) for obtaining necessary Administrative Approval and Expenditure Sanction (AA&ES) from IIT (ISM), within a mutually agreed time.
- (4.3.5) The Notice Inviting Tender (NIT) shall be prepared by the PMC as per the CPWD Works Manual and General Condition of Contract corrected update and the guidelines of IIT (ISM).
- (4.3.6) The mode of tendering shall be Item Rate/ Percentage Rate/EPC. The PMC shall propose the mode of tendering and on recommendation/ Approval IIT (ISM), the appropriate mode of tendering shall be implemented. The tender document shall be in conformity with the CPWD manuals, CDPWD DSR, CPWD AoR and all other relevant documents of CPWD issued from time to time. The tender document shall be finalized in close coordination with the

Institute and suggestions/recommendations of the Institute have to be incorporated from time to time.

- (4.3.7) No alteration shall be done with the documents, drawings and details provided by the Architect(s) and/or Consultant(s) for the purpose of the preparation of tenders, without seeking the consent and Approval of IIT (ISM);
- (4.3.8) PMC shall make provision in the tender for Defects Liability Period of at least Three years and additional Maintenance liability period of two more years to be reckoned from the date of Handing Over by PMC and Taking Over by IIT (ISM), in writing, of the Buildings, Services, Infrastructure and inventory under Development and Construction. Maintenance liability shall be inclusive of watch and ward. For specialized works, such as, water proofing, HVAC etc., the Defects Liability Period shall be for a period of 10 years or as per CPWD Works Manual, whichever is more.
- (4.3.9) Invite prequalification/tender from the experienced agencies/contractors depending on the value of tender and work experience as per the norms prescribed in the updated CPWD Works Manual and if necessary, keeping in view the specific requirements of the projects. The prequalification criteria shall also include consideration of quality of past projects undertaken, quality inspection of current projects (as may be selected by a duly constituted committee by IIT (ISM) and the PMC and any delays caused in completion of projects by the contractors/agencies in the past with due weightage on Time Over Run (TOR).
- (4.3.10) Scrutinize and accept the tender in accordance with the relevant provisions of updated CPWD Works Manual. Because of the highly specialized nature of work, appropriate consideration for technical and financial parameters should be used for awarding of work. The prior approval/concurrence of IIT (ISM) would however be obtained before acceptance of the tender, if the tendered amount exceeds by the corresponding provision of fund in the sanctioned estimate (AA & ES).
- (4.3.11) IIT (ISM) shall participate in the selection process of the agency during prequalification of contractors along with the PMC as per Technical and Financial parameters as per CPWD Works Manual, at the proper relevant Clause of the Manual and Tender document, on invitation of the PMC and consented by IIT (ISM).
- (4.3.12) On identification of the lowest bidder, the PMC shall take necessary Approval from IIT (ISM) towards Award of Work to the lowest bidder along with revised AA & ES (if any). No work shall be awarded by the PMC without prior Approval from IIT (ISM).
- (4.3.13) PMC needs to forward a copy of agreement between PMC and the Agency to IIT (ISM) soon after the Award of Work.
- (4.3.14) The PMC has to arrange a *Kick Off Meeting* with the contractor, soon after the Award of work and before the start of the work. The Agenda and the Minutes

of the said meeting needs to be finalized and circulated by the PMC, as Approved by IIT (ISM).

- (4.3.15) Obtain all necessary authorizations, approvals and clearances for the architectural/structural plans from the concerned statutory bodies. Provided however that PMC shall provide all support and assistance in obtaining them.
- (4.3.16) Obtain permission for the tree cutting wherever necessary.
- (4.3.17) If required, RFP for selection of Architects and Design Consultancy, Campus Master Planner and TPQA shall be prepared by PMC and submitted to the institute.

(4.4) Execution of Work

- (4.4.1) Execute the work as per approved design, drawings, CPWD Specifications, Bureau of Indian Standards, manufactures specifications/ guidelines issued by the consultants and Approved by IIT (ISM) and complete the work within the timelines as mentioned in the agreement with the Contractors, PMC and IIT (ISM).
- (4.4.2) Work in close coordination with the Consultants / Architects appointed by IIT (ISM) with the Institute as the Nodal point, for various tasks such as Master Planning, Architecture and other services.
- (4.4.3) Not to deviate, as far as possible from the specifications and concept Approved by IIT (ISM), during construction.
- (4.4.4) Inform to and seek Approval from IIT (ISM) in case expenditure is exceeding the AA & E/S, as Approved by IIT (ISM) and for any deviations in items in terms of Extra Items, Additional Quantity or Substituted Items, with proper justifications, over the sanctioned amount (AA & ES or the Awarded value, whichever is higher) by IIT (ISM) and possibility of the over run as soon as it comes to its knowledge.
- (4.4.5) Submit to IIT (ISM), monthly Physical and Financial Progress (MPR) as per mutually agreed format. The format shall be prepared & proposed by PMC and Approved by IIT (ISM).
- (4.4.6) Facilitate the visits of personnel or any other consultants approved by IIT (ISM) or Statutory Authority, to the site during the progress of work and assist in completion of all paper work and formalities for issuance of the Certification towards GRIHA rating or any other statutory requirement.
- (4.4.7) In case of building or set of buildings or infrastructure work, PMC shall execute the work through a composite tender including services and other internal works such as HVAC, water supply, sanitary installations, drainage, internal electrical installation, AV system and furniture including any other internal and/or external works as may be desired by IIT (ISM) and necessary for completion of works.
- (4.4.8) The responsibility of the correctness of the designs, drawings and details as prepared by the consultants and Approved by IIT (ISM) and their conformity to the relevant building Bye-laws and Bureau of Indian Standards codes shall

rest with the consultant appointed by IIT (ISM); provided that PMC shall point out, in advance, any mistake/irregularity observed by it to IIT (ISM) in writing or through monitoring software platform before initiating the process for execution of the work. If not done so, the responsibility lies on PMC.

- (4.4.9) The responsibility of the correctness of the designs, drawings and details as prepared by the PMC and Approved by IIT (ISM) and their conformity to the relevant building Bye-laws and Bureau of Indian Standards codes shall rest with the PMC.
- (4.4.10) Any notable change in or deviation from provisions in the drawings Approved by IIT (ISM) that become necessary during execution of work due to any practical difficulty or because of any other reason, the same shall be brought to the notice of IIT (ISM) and prior Approval (in writing) of IIT (ISM) shall be obtained; and no such work shall be undertaken by PMC without prior Approval (in writing) from IIT (ISM).
- (4.4.11) Submit necessary documents required for seeking and necessary implementation of norms at site level to facilitate IIT (ISM) in obtaining certification towards GRIHA RATING 5 for buildings and GRIHA LD RATING 5 for Large Development and any similar ratings and awards.
- (4.4.12) Strictly adhere to all the norms and guidelines for Site and Construction management given by the concerned consultants for appropriate Green Building Rating. PMC should include items not in DSR but required for obtaining Green building certification.
- (4.4.13) Recover from the Contractors' requisite taxes/levies such, GST/Works contract Tax, Labor Welfare Cess, Income Tax including any other statutory levy as per terms and conditions of the agreement and applicable laws and remit the same to the concerned authorities directly, PMC shall keep IIT (ISM) indemnified against any lapse in charging such statutory levy or deposit of the same with the relevant authority.
- (4.4.14) Seek Approval from IIT (ISM) in advance towards Extra Item, Additional Quantity, Substituted Item or any Deviated Item, before commencement of work; and such items shall not be executed without prior consent of IIT (ISM).
- (4.4.15) Settle Extra/Substituted/Deviated items as per relevant clauses/agreement with the Contractors
- (4.4.16) Inform IIT (ISM) about the final cost of the project as soon as the accounts are finalized.
- (4.4.17) Submit accounts of the work undertaken as per CPWD FORM 65 or in a format, be prepared & proposed by PMC and Approved by IIT (ISM).
- (4.4.18) Dispute Redressal through arbitration, appear and defend any claims of the Contractors against itself or IIT (ISM) in arbitration or before Courts or Tribunals or Government Authority or Quasi-judicial Authority pertaining to execution of work. PMC will get the arbitration awards examined by the appropriate authority and the decision of the Competent Authority in PMC to accept the award or to challenge the same in a court of law will be binding on

the client department and the funds for making payment of all amounts which may be decreed by a Court of Law, Tribunal or by award of an arbitrator in relation to the Deposit Work will be made available by the client department promptly irrespective of IIT (ISM) not being a party before the Court, Tribunal or Arbitrator. Such payments will be in addition to the payments made to the Contractors for execution of work.

- (4.4.19) Endeavour to see that none of the Contractors leave any liability related to contract pending after completion of their respective work.
- (4.4.20) Advise and assist IIT (ISM), in obtaining necessary service connections with respect to water supply, sewerage, storm water drainage and electricity or any other service for proper operation and use of the buildings.
- (4.4.21) Respond to and deal with the objections raised/observations made by the external inspecting/vigilance authorities, viz, Auditor General Audit, Internal Audit of Ministry of Urban Development & Ministry of Human Resource and Development, Central Vigilance Commission/Chief Technical Examiner etc., including any other Statutory Authority related to role and function of PMC regarding any other projects undertaken by PMC.
- (4.4.22) Handover Buildings, Services and all such inventory after ensuring compliance towards all the observations and shortcomings as shall be communicated by IIT (ISM).
- (4.4.23) Make all payment to the Contractor towards each Monthly Bill only after ensuring that all the Non-Compliance Reports (NCR), Red Flag Report or any such reports issued by IIT (ISM), PMC and/or the Third-Party Quality Assurance (TPQA) Consultant, as may be appointed either by the Institute or PMC, of the respective month are addressed and submitted as Compliance Report to IIT (ISM) timely and in advance; which shall be verified and certified by IIT (ISM) and/or the TPQA Consultant.
- (4.4.24) All payments in the form of Monthly bills and Final bills are subjected to the submittal of the following documents to IIT (ISM) by the PMC and verification of the said documents by IIT (ISM) of the respective billing month:
 - (a) Compliance Reports to all Non-Compliance Reports (NCR), Red Flag Report or any such reports issued by IIT (ISM), PMC and/or the TPQA Consultant;
 - (b) All Quality Test Reports
 - (c) Monthly Progress Report (Physical and financial)
 - (d) Inspection reports towards site and material
 - (e) Copy of Inspection Register
 - (f) Copy of Site Order Book
 - (g) All other relevant documents which shall be communicated by IIT (ISM) before commencement of any work
- (4.4.25) Handover to IIT (ISM) *As-built Drawings* along with literature, manuals, warranty certificates, etc., of various installed fittings, fixtures and equipment

including electrical, LAN drawing and for the completed project if a consultant is engaged by PMC.

- (4.4.26) Site order book and Inspection Register shall be available to IIT (ISM) for making observations from time to time and also to observe the instructions by the PMC. The action on the same will be reported in the Monthly Progress Reports. PMC shall appoint at least one dedicated person for compilation of all the Daily, weekly Progress Reports and Monthly Progress Reports
- (4.4.27) Sample room / Mock-up rooms shall be created by PMC in the stipulated time as decided by IIT (ISM).
- (4.4.28) Representatives of IIT (ISM) including their consultants and advisors, may inspect the work from time to time to assess/review the progress and quality of work.
- (4.4.29) IIT (ISM) shall deposit in advance minimum 33.33% of the sanctioned estimate, referred to as the first installment. Thereafter the expenditure incurred shall be adjusted against the first installment and 10% of the sanctioned amount shall always be retained by the PMC as reserved. The subsequent installment will be released according on the basis of monthly expenditure statement as per FORM 65 issued by PMC.
- (4.4.30) PMC has to open one separate Bank Account (may be an Escrow Account) for all projects under IIT (ISM). All funds shall be deposited by IIT (ISM) in the said Bank Account only. PMC shall ensure that fund deposited by IIT (ISM) in the said Bank Account is strictly used for the purpose of projects of IIT (ISM) only. Non-Compliance on such accounts shall attract invoking of administrative and penalty clause. PMC shall provide a monthly account statement of the said Bank Account to IIT (ISM) without failure.
- (4.4.31) If the amount deposited by the IIT (ISM) is more than the actual cost of construction, the balance shall be returned to IIT (ISM) on completion of the work and finalization of accounts by PMC within a period of 8 weeks.
- (4.4.32) The penalty / compensation levied on the contractors and /or agencies by PMC due to delay in completion at any stage of works shall be reflected in the final accounts of settlement with IIT (ISM). A monthly statement of all such penalty / compensation levied on the contractors and /or agencies by PMC shall be furnished to IIT (ISM).
- (4.4.33) Consultancy Charges would be payable to PMC by the IIT (ISM) as per the Schedule of Fees (Section-6).
- (4.4.34) No vehicles shall be purchased from the funds allocated to the project and only hired vehicles shall be used for the purpose of the project. Vehicles shall be hired by the PMC at their own cost and no additional cost shall be levied to IIT (ISM).
- (4.4.35) All the liabilities related to the construction, in all construction sites, including law and order and the labor disputes with contractor/other agencies shall be the sole responsibility of the PMC.

- (4.4.36) The PMC shall be the Principal Employer to its Contractors and all construction sites. The same shall be submitted in writing.
- (4.4.37) Before handing over of site to IIT (ISM), PMC shall ensure clearance of labor huts which shall be temporarily constructed for the project and any temporary structure, waste material and anything as pointed by IIT (ISM).
- (4.4.38) PMC shall ensure arrangement of water and electricity as per General Condition of Contract for the contract labor of the project. PMC and their contractors shall make their own arrangements for electricity including setting up generator(s) in the campus during construction, subject to prior permission from IIT (ISM) and mandatory Approval from the appropriate authorities as may be necessary; IIT (ISM) shall also assist in obtaining electric connection but cannot give guarantee of the electricity supply. Under any circumstances, it will be the responsibility of PMC and their agency to arrange for electricity for construction.
- (4.4.39) Buildings, Services, Infrastructure and inventory under development and construction shall be under the custody of PMC till they are handed over to IIT (ISM).

(4.5) Monitoring System

The following monitoring system shall be put in place:

- (4.5.1) PMC shall get established field lab at site for ensuring proper quality in works.
- (4.5.2) The PMC shall provide a Milestone Chart and detailed Bar Chart of pre-construction activities within 7 days of submission of IIT (ISM) Approved drawings to the PMC in hard copy and Project Management software.
- (4.5.3) Project Head of PMC along with his project team civil & services (Electrical, Mechanical and Plumbing) and the Superintending Engineer of IIT (ISM) along with his project team will meet at site on weekly basis. The Project Head together with his office will be stationed at IIT (ISM) site itself.
- (4.5.4) A Project Monitoring Group (PMG) appointed by the Director IIT (ISM) shall continuously monitor the progress of projects and report to the Director IIT (ISM). The Project Monitoring Group shall meet at least once in a month on pre-designated date and time.
- (4.5.5) Monthly Project Report with site photographs, projected and achieved cash flow; and major quantities planned and achieved, Physical and Financial Progress shall be submitted by PMC to IIT (ISM).
- (4.5.6) PMC will update the information as and when desired by IIT (ISM), in the Information/Project Management software/tool on daily basis.
- (4.5.7) Construct at least 2.5-meter-high barricading around all construction sites for safety and security and keeping in view good aesthetics of the campus.
- (4.5.8) Strict compliance needs to be followed at construction site and labor colony towards hygiene, safety and other statutory laws along with implementation of Labor Rules and good CSR (wherever applicable) and keep IIT (ISM) indemnified against any loss or damage caused due to Non-Compliance of or

negligence in adhering to such laws. PMC shall ensure that the Contractors follow very strict safety standards at the construction site. Highest level of compliance for workers safety and workers welfare shall be enforced by PMC through appropriate Clauses in the Notice Inviting Tender (NIT) and then through strict enforcement during execution.

- (4.5.9) Security staff of IIT (ISM) shall be authorized to control the entry and exit of all the vehicles, persons or materials. But the entry and exit of vehicles, persons and materials will be allowed 24 hours for uninterrupted progress of work but ensuring students and residents inside the campus are segregated from such movement.

(4.6) Quality Assurance Plan

- (4.6.1) Exercise and implement proper and adequate Quality Assurance Plan (QAP) and Quality Control (QC).
- (4.6.2) Submit the following documents as per the schedule with format proposed and submitted by PMC; and Approved by IIT (ISM):
- (a) Daily Progress Report (DPR).
 - (b) Weekly Progress Reports (WPR).
 - (c) Monthly Progress Reports (MPR).
 - (d) Project Schedule through the project monitoring software, either Primavera or MS Project and S Curve decided by IIT (ISM).
 - (e) Quality Assurance Plan (QAP) and Quality Control (QC).
 - (f) Documents of quality test done through any outside approved agency and internally to IIT (ISM) every month.
- (4.6.3) Pay attention and take into consideration any concern from the consultants and IIT (ISM) with reference to quality and progress of the work, being the most important aspect in execution.
- (4.6.4) Provide all Compliance Reports and any other reports towards concerns and Non-Compliance raised by IIT (ISM), time to time.
- (4.6.5) IIT (ISM) may constitute various committees (e.g., Project Advisory Group, Site Inspection Committee or any other related committee) and the PMC needs to assist the said committee in terms of arranging meetings, site visits, documentation, compliances and all other activities towards site activities.

(4.7) Handing Over of buildings, structures and services

- (4.7.1) IIT (ISM) shall constitute a **Standing Handing Over Taking Over Committee**, as the *Apex Committee*, of the Institute for *Handing Over Taking Over of various buildings, structures and services* from PMC.
- (4.7.2) IIT (ISM) shall also constitute a Site Joint Inspection Committee, as the Sub Committee of the Apex Committee, facilitating Handing Over Taking Over of various buildings, structures and services from PMC.
- (4.7.3) The Site Joint Inspection Committee shall apprise the Standing Handing Over Taking Over Committee for Handing Over Taking Over of various buildings,

structures and services from PMC with the followings Terms of Reference (ToR) of the Committee:

- (a) Snags/defects identified;
- (b) Snags/defects attended;
- (c) Verifying As-built drawings;
- (d) Checking, verifying and certifying list of inventories; and
- (e) Checking, verifying and certifying list of guarantees and warranties of equipment and machinery

(4.7.4) PMC shall submit IIT (ISM) the following Data, Drawings, Documents and Reports to the Institute towards Handing Over Taking Over of various buildings, structures and services:

- (a) Date of float of Tender;
- (b) Date of issue of LOI to the L1 Bidder;
- (c) Name of the Contractor;
- (d) Date of Start of Work and Date of Completion of Work as per Tender;
- (e) Date of Actual Start and Date of Actual Completion of Work;
- (f) Delay in work (if any);
- (g) Duration of Delay (if any) and Reason for Delay (if any) along with supporting documents;
- (h) Compensation levied on the contractor due to delay or Time Over Run (TOR);
- (i) Compensation levied on the contractor due to poor quality of work;
- (j) Current status of work;
- (k) Work Completion Certificate;
- (l) As Built Drawings;
- (m) Structural Design Safety Certificate;
- (n) Structural Construction Safety Certificate;
- (o) Operational Manual and Reports;
- (p) Plant and Machinery Layout;
- (q) Copy of Defect Liability Period Certificate;
- (r) Fire and Statutory Approvals;
- (s) Pending Defects List;
- (t) NCR Compliance Reports;
- (u) Guarantee Bonds for Specialized works;
- (v) Justification of Expenditure beyond Tendered Value;
- (w) NO OBJECTION CERTIFICATE (NOC) towards Fire Safety from Jharkhand Fire Service Authority;
- (x) Guaranty/Warranty Certificates;
- (y) Snag List duly certified; and
- (z) Accounts Closing Certificate.

(4.8) Submittals

- (4.8.1) Furnish to IIT (ISM), after completion of work and submission of final bill, following documents both in soft and hard copies:
- (a) Complete set of as-built Architectural and Structural Drawings prepared/modified by PMC;
 - (b) Geotechnical investigations report;
 - (c) Complete set of all drawings of internal & external services, that is, water supply, sanitary installations, electrical installations, wirings, air conditioning and all other services prepared/modified by PMC;
 - (d) Submission of Standard Measurement Book, Copies of Running and Final bills.
 - (e) Standard operating procedures for all services and plants.
- (4.8.2) Submit reports or provide information as sought by IIT (ISM) to be submitted to its statutory bodies [including various Ministries (Government of India), Board of Governors, Finance Committee and Building & Works Committee] and other organizations, from time to time, towards and regarding the development of the Campus.
- (4.8.3) Get prior Approval of IIT (ISM) on selection of all inventories, fitting, fixtures and all such items time to time before execution. Inventories, fitting, fixtures and all such items which have not been approved by IIT (ISM) shall not be taken over by IIT (ISM) and such Non-Compliance shall attract invoking of administrative and penalty clauses.
- (4.8.4) Should take appropriate action as suggested by IIT (ISM), in case serious violations of human rights, safety measure or missing of milestones.
- (4.8.5) Seek prior Approval, in writing, towards selection of any vendors, applicators and any other agency that may be engaged by the main Contractor, if not then this shall be considered as a Non-Compliance which shall attract invoking of administrative and penalty clauses.
- (4.8.6) Seek Approval towards construction of temporary Project / Site Office (if required).
- (4.8.7) Submit documents of quality test done through any outside agency and internally to IIT (ISM) every month without failure. The acceptance of the said documents will be mandatory towards release of monthly bills by the PMC to the Contractors.
- (4.8.8) Arrange towards inspection by any Third Party which may be engaged by IIT (ISM) (if required) or the PMC on Approval of IIT (ISM).
- (4.8.9) Timely submission of Minutes of Meetings towards all meetings arranged by IIT (ISM) or the PMC, timely.
- (4.8.10) In case of any modification or extra requirement, which is urgent and mandatory in nature, suggested by IIT (ISM)/Consultant/Architect, as desired by IIT (ISM) should be executed immediately and Approval may be sought accordingly by the PMC.

- (4.8.11) PMC shall provide all details and documents (in set format, if any) towards obtaining GRIHA certification and any other Statutory Approval.
- (4.8.12) PMC shall hold 10% of the contract value before releasing final bill to the Contractor. The said amount shall be released only after Handing Over of all buildings, structure, services and other items to IIT (ISM) along with all other necessary documents, drawings and any other details; and on written permission and consent of IIT (ISM).

(4.9) Dispute Redressal

- (4.9.1) **Through department:** If any dispute/ difference arises between the parties as mentioned above the same will be resolved by a committee comprising of Director General (PMC) and Director, IIT (ISM) in accordance with the norms and procedures approved by the Government of India in this regard.
- (4.9.2) **Through arbitration:** Appear and defend any claims of the contractors against itself or IIT (ISM) in arbitration or before courts or Tribunals or government authority or quasi-judicial authority pertaining to execution of work. However in case if the award is decreed by an arbitrator or a court of law in favor of the contractor, the PMC will get the arbitration awards examined by the appropriate authority and the decision of the competent authority in PMC to accept the award or to challenge the same in a court of law will be binding on the client department and the funds for making payment of all amounts which may be decreed by a Court of Law, Tribunal or by award of an Arbitrator in relation to the deposit work will be made available by the client department promptly irrespective of IIT (ISM) not being a party before the Court, Tribunal or Arbitrator. Such payments will be in addition to the payments made to the contractors for execution of work.
- (4.9.3) **Force majeure:** Excepted Risk are risks due to riots (other than those on account of contractor's employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any acts of Government, damages from aircraft, acts of God, such as earthquake, lightening and unprecedented floods, and other causes over which the contractor has no control and accepted as such by the Accepting Authority or causes solely due to use or occupation by Government of the part of the works in respect of which a certificate of completion has been issued. Upon happening of such incidents/eventualities work as is where condition is shall be accepted. The time period of execution shall be extended as well as revision in cost, if required to be approved by IIT (ISM).

(4.10) Responsibility of IIT (ISM)

- (4.10.1) Make available the site of work free from encumbrances to PMC.
- (4.10.2) Provide certified title documents of the land on which construction is proposed (wherever applicable).

- (4.10.3) Supply all relevant data regarding the site.
- (4.10.4) Provide access to contractor's materials and labor to the site of work subject to the security regulations by IIT (ISM).
- (4.10.5) PMC shall be provided bare minimum space on mutual understanding for running offices, etc.
- (4.10.6) Supply to PMC approved designs, drawings, and any other details specifications as also the detailed estimated and tender document if the same are within the scope of the consultant's work, for further necessary action by PMC. PMC shall apprise the IIT (ISM) in case the estimated cost exceeds the prescribed limit over the sanctioned cost before going ahead with call of tender.
- (4.10.7) Provide the required funds as per cash flow requirements projected by the PMC and approved by IIT (ISM), up on submission of necessary and relevant documents.
- (4.10.8) Accord revised sanction for any unanticipated circumstances and upon submission of written justification by PMC within a reasonable time in case cost escalation becomes necessary on account of rise in cost index and/or due to change in scope of work or specifications or an account of any other unanticipated reasons.
- (4.10.9) Provide reasonable administrative assistance to the PMC in the execution of the work.
- (4.10.10) Provide security clearances for PMC staff/contractors and their workers in case it is so required.
- (4.10.11) Designate a suitably empowered Nodal Officer Single Point of Contact for co-coordinating with the designated Nodal Officer of PMC for all Projects. All communications by the designated Nodal Officer of IIT (ISM) will be made with the designated Nodal Officer of PMC. The designated Nodal Officer shall be responsible and authorized to communicate decisions and assist PMC in completion of all Projects. The Nodal Officer shall also be empowered to take decisions on remedial measures for unforeseen situations.
- (4.10.12) Rationalise the cost and time stipulated in the preliminary estimate if modifications are made by IIT (ISM) in the approved designs/drawings/specifications requiring more time and money for execution of such construction.
- (4.10.13) Pay such claims which have become final after proceedings before an arbitrator or court of law relating to the work.
- (4.10.14) Pay compensation/levies, if so required to be paid under any act/law of the central or the state government.
- (4.10.15) Obtain necessary service connections with the assistance of PMC.
- (4.10.16) Pay to PMC, in case of abandonment of project/work by IIT (ISM) during construction stage, for all outstanding contractual liabilities relating to the

work done till the stage/ date of abandonment, to be substantiated by PMC, including future liabilities on account of Arbitration awards, if any.

(4.10.17) IIT (ISM) shall be at liberty to get any work of construction of buildings, set of buildings or part of the new campus done by any other Government and/ or private agency or contractor at its sole discretion.

(4.11) In the event PMC abandons the construction work during the progress of work or the work executed by PMC is not in compliance with standard of work as has been determined and Approved by IIT (ISM) or on account of breach of any of the terms and conditions by PMC, this Contract Agreement shall stand terminated with imposition of necessary administrative and penalty clauses.

(4.12) In the event of termination of the Contract Agreement, PMC shall, after meeting the contractual liabilities, refund the unspent deposits against all the sanctions to IIT (ISM).

(4.13) It is understood that PMC being a Government of India Enterprises has to follow, perforce, all statutes, laws, Rules, orders, norms and procedures laid down by Government of India and has to adhere to auditing norms laid down by various constitutional and statutory bodies like CAG, CVC etc., and that the provisions of this CONTRACT AGREEMENT are subject to compliance of such statutes, laws, Rules, orders, norms and procedures etc.

SECTION 5

TERMS & GENERAL CONDITIONS

(5.1) General Provisions

- (5.1.1) **Contract:** The contract to be executed between the successful applicant and the Institute and the documents as mentioned at (a) to (d) hereunder, shall collectively be referred to as the “Contract”. The successful applicant, on acceptance of their offer by the Institute, shall, within fifteen (15) days from the issue of the Letter of Intent, execute the Contract. The documents as mentioned below shall be treated as forming part of the Contract, in order of preference in case of inconsistencies:
- (a) The RFP document and Submissions made by the applicant, that is, Technical Proposals and Financial Proposals.
 - (b) All correspondence made between the applicant and the Institute from RFP stage up to and including the Letter of Acceptance towards the offer.
 - (c) All directions and instructions issued to Project Management Consultant from time to time by the Committee constituted by the Institute throughout the entire duration of the Contract.
- (5.1.2) **Relation between the Parties:** Nothing contained herein shall be construed as establishing a relation of master and servant or of the Principal and Agent as between the Institute and Project Management Consultant or their personnel or employees or agents or any person(s) appointed or engaged by Project Management Consultant. Project Management Consultant, subject to this Contract, shall have complete charge of the personnel or employees or agents or any person(s) appointed or engaged by the Consultant, performing the Services and shall be solely responsible for any and all acts undertaken or the Services performed by them on behalf of Project Management Consultant.
- (5.1.3) **Law Governing the Contract:** This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the laws applicable in India.
- (5.1.4) **Language:** This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
- (5.1.5) **Heading:** The headings shall not limit, alter or affect the meaning and interpretation of this Contract.
- (5.1.6) **Notices:**
- (a) Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered post acknowledgement due, email, telex, telegram or facsimile to such Party at the last known address of the addressee party/person.

- (b) A party may change its address for notice hereunder by giving the other Party notice of such change.

(5.2) Commencement, Completion, Modification and Termination of Contract

(5.2.1) **Effectiveness of Contract:** This Contract shall come into force and effect on the date of execution of the Contract by the successful applicant as required under para 5.1 subject to Project Management Consultant furnishing the Performance Guarantee as laid down in para 5.2.2 below.

(5.2.2) Security Deposit (SD):

- (a) A sum @ 4% of the Gross Amount of the bill shall be deducted from each running bill of Project Management Consultant. The same shall be retained till completion of each of a particular work/project, as may be decided by the Institute, and this shall be returned year wise within the Defect Liability Period of 03 (Three) years i.e., 1st year: 50% of total SD; 2nd Year: 25% of total SD; and 3rd Year: 25% of total SD as per the Schedule of Fee.
- (b) No partial refund of Security Deposit shall be made during Defect Liability Period. In case the final bill is not settled within stipulated period for reasons beyond control and the Institute is satisfied that the Security Deposit is not required for adjustment of the Institute's dues or whatsoever dues either in this or any other contract then this Security Deposit either in full or in part could be refunded at the sole discretion of the Institute.
- (c) In case of termination of contract, this Security Deposit shall be forfeited and amount necessary to make up this amount shall be recovered from money due to Project Management Consultant under this contract, or any other contract with the Institute.

(5.2.3) Performance Guarantee (PG):

- (a) Project Management Consultant shall initially submit an irrevocable Performance Guarantee of Rs. 1 Crores only as the case may be, in addition to any other deposits required to be made under the Contract for his proper performance of the Contract, notwithstanding and/or without prejudice to any other provisions of the Contract, on or before the execution of the Contract. This guarantee shall be in the form of Deposit at Call receipt of any scheduled bank/Banker's Cheque of any scheduled bank/Demand Draft of any scheduled bank or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form.
- (b) This Performance Guarantee shall be in the form of Bank Guarantee of any scheduled bank in accordance with the proforma prescribed by the Institute.

- (c) Project Management Consultant will not be allowed to start the work unless the Performance Security / Guarantee is submitted.
 - (d) The Performance Guarantee shall be initially valid upto one year and shall be extended every year. In case the time for completion of work gets enlarged, Project Management Consultant shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work, before the expiry of the Performance Guarantee. After recording of the completion certificate for the work by the Institute, the Performance Guarantee shall be returned to Project Management Consultant, without any interest.
 - (e) The Institute shall not make a claim under the Performance Guarantee except for amounts to which the Institute is entitled under the Contract (not withstanding and/or without prejudice to any other provisions in the Contract agreement) in the event of:
Failure by Project Management Consultant to extend the validity of the Performance Guarantee as described herein above, in which event the Institute may claim the full amount of the Performance Guarantee.
- (5.2.4) **Commencement of Services:** Project Management Consultant shall begin carrying out the Services at the end of such time period after the Effective Date as shall be specified in the letter of acceptance of offer.
- (5.2.5) **Termination of the Contract in the event of non-commencement:** If Project Management Consultant for any reason, other than Force Majeure, is unable to start the work within one month of the date of Commencement of Services as mentioned in para 5.2.4, the Institute may, by a written notice of not less than four (4) weeks to the other party, referred to as "Notice Period", declare the Contract as null and void, if the work is not commenced on or before the expiry of the Notice Period. Neither party shall have any claim against the other party in case the work is not commenced on or before the expiry of the Notice Period and the Contract is declared null and void, except that:
- (a) The advance, if any, paid to Project Management Consultant shall be returned to the Institute within fifteen (15) days of the expiry of the Notice Period, failing which the Bank Guarantee submitted by Project Management Consultant for the same shall be encashed by the Institute
 - (b) The Performance Guarantee shall be encashed by the Institute for Ten (10) percent of the amount
- (5.2.6) **Expiration of Contract:** Unless terminated pursuant to provisions of the Contract, the Contract shall expire when Services have been completed as per specified scope of Services to the satisfaction of the Institute or the agreed/specified Contract period including extended period, if any, is over, whichever is earlier.
- (5.2.7) **Modification:** If at any time after the award of work, the Institute decides to enlarge or reduce the scope of Services for any reason and hence require the Services to be performed in accordance with the enlarged or reduced scope,

the Institute shall give notice in writing to that effect to Project Management Consultant and Project Management Consultant shall act accordingly in the matter. In the event of reduction in the scope of Services, Project Management Consultant shall have no claim to any payment of compensation or otherwise, on account of any profit or advantage which could be derived from the rendering of the Services in full but which cannot be derived in consequence of the reduction in the scope of Services.

(5.2.8) Force Majeure

(a) Definition

- For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, and which makes a Party’s 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 other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.
- 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 Consultants 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 the Contract and (B) avoid or overcome in the carrying out of its obligations hereunder.
- Force Majeure shall not include insufficiency of funds or personnel or failure to make any payment required hereunder.

(b) Failure to perform due to Force Majeure Not a Breach of Contract: The failure of Project Management Consultant to perform due to Force Majeure shall not be considered to be a breach of, or default under the Contract, provided that in the opinion of the Institute which shall be final and binding, such an inability arises directly from an event of Force Majeure, and provided further that Project Management Consultant has taken, to the entire satisfaction of the Institute, all reasonable precautions, due care and alternative measures, all with the objective of carrying out the work as per the terms and conditions of this Contract.

- (c) **Measures to be Taken**
- In the event of Force Majeure, Project Management Consultant shall take all reasonable measures to minimize its inability to fulfill its obligations under the Contract with a minimum of delay.
 - In the event of Force Majeure, Project Management Consultant shall notify the Institute of such event as soon as possible, and in any case not later than fifteen (15) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
 - Project Management Consultant shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- (d) **Extension of Time:** The time period within which Project Management Consultant, pursuant to this Contract, is required to complete any action or task, but could not complete the same due to Force Majeure shall be considered by the Institute for Extension of Time, taking in to account the net effect of the event of Force Majeure and the measures taken by Project Management Consultant, if any, on the said time period.
- (e) **Consultation:** Not later than thirty (30) days after Project Management Consultant, as the result of an event of Force Majeure, have become unable to perform a material portion of the Services or in case the Institute is not able to perform any of its obligations for similar reason, the Parties shall consult each other with a view to agreeing on appropriate measures to be taken in the circumstances.

(5.2.9) Duration of Contract

The duration of this assignment is for a period of 10 years, extendable further for a certain period, on mutual understanding and performance report as provided by the Engineer-In-Charge with same Price Bid.

(5.2.10) Termination of the Contract

- (a) The Institute, on occurrence of any of the events specified in paragraphs (a) through (e) of this para 5.2.8, may, by not less than thirty (30) days' written notice to Project Management Consultant, , terminate this Contract:
- if Project Management Consultant fails to remedy a failure in the performance of their obligations , as specified in the notice given by the Institute, within fifteen (15) days of receipt of such notice or within such further period as the Institute may have subsequently approved in writing;
 - if Project Management Consultant becomes (or, if Project Management Consultant consists of more than one entity, if any of their members becomes) insolvent or bankrupt or enter into any

agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsorily or voluntarily;

- if Project Management Consultant fails to comply with any final decision reached as a result of proceedings, within thirty (30) days of receipt of the said final decision;
 - if Project Management Consultant submits to the Institute a statement or notice which has a material effect on the rights, obligations or interests of the Institute and which Project Management Consultant knew to be false;
 - if after removal of the Force Majeure event, Project Management Consultant is unable to resume the work and perform a material portion of the Services during a period of not more than sixty (60) days after the date of removal of Force Majeure event;
 - if Project Management Consultant suspends his activities for reasons which, in the opinion of the Institute, are not genuine and bonafide.
 - if Project Management Consultant including any of its subsidiary or personnel is found to have committed or is involved in any act or have failed to act and such action or inaction has a material adverse effect on the rights and interests of the Institute;
 - if any statement, declaration or information or details submitted by Project Management Consultant during the course of this Contract is found to be misleading, false or vexatious;
 - if Project Management Consultant including any of its subsidiary or personnel is found to be in violation of any of the terms and condition of this contract;
 - if the Institute, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- (b) Cessation of Rights and Obligations: Upon termination of this Contract pursuant to para 5.2.10 hereof, or upon expiration of this Contract pursuant to Clause 5.2.6 hereof, all rights and obligations of the Parties hereunder shall cease, except such rights and obligations as may have accrued on the date of termination or expiration.
- (c) Cessation of Services: Upon termination of this Contract by notice pursuant to para 5.2.10 hereof, Project Management Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.
- (d) Payment upon Termination: Upon termination of this Contract pursuant to para 5.2.10 hereof, the Institute shall make the following payments to Project Management Consultant (after offsetting against these payments

any amount that may be due from Project Management Consultant to the Institute):

- Fee for the Services satisfactorily performed prior to the effective date of termination.
 - Reimbursable expenditures actually incurred in satisfactory performance of Services prior to the effective date of termination.
- (e) Disputes relating to Termination: If Project Management Consultant disputes the notice of termination given by the Institute Project Management Consultant may, within fifteen (15) days after receipt of notice of termination, refer the matter for settlement of dispute pursuant to para 3 hereof.

(5.3) Settlement of Disputes and Arbitration

(5.3.1) Except where otherwise provided in the Contract, all questions and disputes in relation to the Contract shall be dealt with as mentioned hereinafter:

- (a) If Project Management Consultant considers any work demanded of it or any decision conveyed by the Institute in writing, or any action of the Institute to be in contravention of the terms and conditions of the Contract, Project Management Consultant shall promptly within fifteen (15) days request the Institute for settlement of dispute, failing which, the decision of the Institute shall be final, binding and conclusive and not referable to settlement committee or adjudication by the arbitrator.
- (b) In case of any dispute or difference in relation to any terms and condition under this contract, either party at the first instance shall submit its case before the three-member settlement committee as notified by the Institute for settlement of dispute. After submission of their written statements by the parties, within 7 days from the date the dispute has been raised, the settlement committee will make effort to get the dispute settled between the parties through open negotiation for next 15 days. After completion of such period of 15 days, the settlement committee shall issue its report declaring the outcome of the settlement proceedings.
- (c) In the event, the parties fail to resolve the dispute through the settlement proceedings under clause above, the parties will be at liberty to refer all such disputes or difference for adjudication through arbitration by a sole arbitrator appointed by the Institute. If the appointed sole arbitrator resigns his appointment or vacates his office due to any reason whatsoever, another sole arbitrator shall be appointed in the manner aforesaid and he shall proceed with the reference from the stage at which it was left by his predecessor. The party invoking arbitration shall give a list of disputes including the details of the amounts claimed – if any in respect of each such dispute. It is also a term of this Contract that if Project Management Consultant does not make any demand for

appointment of arbitrator in respect of any claims in writing as aforesaid within fifteen (15) days of the cause of action, the claim of Project Management Consultant shall be deemed to have been waived and absolutely barred and the Institute shall be discharged and released of all liabilities under the Contract in respect of these claims.

- (d) The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modifications or reenactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause. It is also a term of this Contract that the arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each dispute and claim referred to him. It is also a term of the Contract that fees, if required to be paid to the arbitrator shall be as laid down by the Indian Council of Arbitration and shall be shared equally by each of the parties.
- (e) It is also a term of the Contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be IIT (ISM) Dhanbad or such place as may be fixed by the arbitrator in his sole discretion.
- (f) It is also a term of this RFP that no person other than a person appointed by the Director, IIT (ISM) Dhanbad, as aforesaid should act as arbitrator and if for any reason, that is not possible, the matter is not to be referred to arbitration at all.

(5.3.2) The Institute may in its discretion, require Project Management Consultant to continue the work under Contract pending decision of the Arbitrator on the dispute(s) and if Project Management Consultant stops or suspends the work, it shall be treated as breach on its part and in such event, The Institute will be entitled to stop any payment as may be due to Project Management Consultant and appropriate as much part of the said Performance Guarantee as the Institute considers reasonable to set off the loss caused to it due to the said stoppage/suspension of work.

(5.3.3) This RFP shall be governed by the Indian Laws for the time being in force and it shall be deemed to have been executed at Dhanbad within the ordinary civil jurisdiction of the Competent Courts in the District, Dhanbad, Jharkhand

(5.4) Testing of Materials

Project Management Consultant shall provide assistance, instruments, materials, labor and any other arrangement normally required for testing, checking of materials and workmanship as stipulated in the specifications and by statutory authority at his own cost. The Institute has the right to appoint the testing authorities. In case, Engineer-In-Charge desires testing of materials from the testing authorities, Project Management Consultant shall arrange for the same. The testing fee of the testing authorities shall be

borne by the Department, if the tested materials are found to be conforming to laid down specifications. In case after testing the materials are not found as per specifications, then the testing fees shall be borne by Project Management Consultant. Failing his so doing, the same shall be provided by the Engineer-In-Charge at the expense of Project Management Consultant and the expenses shall be deducted from any money due to Project Management Consultant under the contract and/or from the Security Deposit or proceeds thereof or of a sufficient portion thereof.

(5.5) Project Management Consultant's Architect, Design Engineer, Site Engineer and Workmen

(5.5.1) Project Management Consultant shall give all necessary personal superintendence during the execution of the work and as long thereafter as the Engineer-In-Charge may consider necessary until the expiration of Defects Liability Period. Project Management Consultant shall employ competent Architect, Design Engineer, Site Engineer and Workmen as approved by the Engineer-In-Charge whose qualification must conform to the requirement specified by the Engineer-In-Charge who shall be constantly in attendance of the work while the men are at work. Any directions, explanations, instructions or notices given by the Engineer-In-Charge to such Architect, Design Engineer, Site Engineer and Workmen or any other authorized agent shall be held to be given to Project Management Consultant. In case, Project Management Consultant fails to provide Engineer-In-Charge as given in Special Conditions, the Institute shall have right to appoint the necessary Engineer-In-Charge personnel requisite staff needed for proper Supervision of work at the cost of Project Management Consultant for the period of currency of contract inclusive of Defect Liability Period.

(5.5.2) Project Management Consultant shall on the request of the Engineer-In-Charge immediately dismiss from the works any person employed thereon who may in the opinion of the Engineer-In-Charge be unsuitable or incompetent or who may in the opinion of the Institute misconduct himself.

(5.6) Faulty Materials, Workmanship and Defects after completion

(5.6.1) The Engineer-In-Charge shall have powers to require the removal from the site of all materials and work which in his opinion are not in accordance with specifications and in case of default, the Engineer-In-Charge shall be at liberty to employ other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials to be substituted thereof and in case of default the Engineer-In-Charge may cause the same to be supplied and all costs which may attend such removal and/or substitution are to be borne by Project Management Consultant.

(5.6.2) If it shall appear to the Engineer-In-Charge or to the Institute based on audit/technical examination, that any work has been executed with unsound, imperfect, or unskillful workmanship or with materials of any inferior

description or that any materials or articles provided by him for the execution of the work are unsound or of a quality inferior to that contracted for or otherwise not in accordance with the contract, any defects, shrinkage or other faults which may appear within the Defects Liability Period of 36 (Thirty Six) Months from the date of completion arising in the opinion of the Engineer-In-Charge, Project Management Consultant shall on demand in writing which shall be made within 36 (Thirty Six) Months of the completion of the work from the Engineer-In-Charge specifying the work, materials, articles defects or other faults complained of notwithstanding that the same may have been passed, certified and paid for, forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own cost. In case of any such failure, the Engineer-In-Charge may rectify or remove or re-execute the work or remove and replace with others, the material or articles complained of as the case may be at the risk and cost in all respects of Project Management Consultant.

- (5.6.3) In lieu of rectifying the work not done in accordance with the contract, the Institute may, allow such work to remain, and in that case make allowance for the difference in value, together with such further reduction as in his opinion may be reasonable. However, this will not cover those works which are not technically acceptable.
- (5.6.4) Provided always that nothing in this clause shall relieve Project Management Consultant from his liability to execute the works in all respects in accordance with the terms and conditions of this contract, or from his liability to make good all defects

(5.7) Indemnifying against damages to persons, property and statutes

- (5.7.1) Project Management Consultant shall be responsible for all injury to persons, animals or things, and for all damage, whether such injury or damage arises from carelessness or accident in any way connected therewith. This clause shall be held to include inter alia any damage due to causes as aforesaid to work, building (whether immediately adjacent or otherwise) and to roads, streets, footpaths, bridges or ways as well as all damage caused to the buildings and works forming the subject of this contract by inclemency of weather. Project Management Consultant indemnifies the Institute and holds him harmless in respect of all expenses arising from such injury or damages as aforesaid and also in respect of any award of compensation or damage consequent upon such claim including legal costs.
- (5.7.2) Project Management Consultant shall reinstate all damage of every sort mentioned in this clause, so as to deliver the whole of the contracted works

complete and perfect in every respect and so as to make good and otherwise satisfy all claims for damage as aforesaid to the property of third parties.

- (5.7.3) Project Management Consultant also indemnifies the Institute against all claim which may be made upon the Institute for acts during the currency of this contract by an employee or representative of an employee of Project Management Consultant, employed by him, for any injury to or loss of life, of such employees, or for compensation payable under any law for the time being in force to any workmen or to the representative, of any deceased or incapacitated workmen.
- (5.7.4) Project Management Consultant also indemnifies the Institute against all claims which may be made upon the Institute for acts during the currency of this contract by the Central/State Government or local Municipal authorities for the noncompliance of any laws, regulations, rules pertaining to wages act, safety act in force and any amendments thereof in respect of all labor and apprentices directly or indirectly employed in the work under this contract.
- (5.7.5) The Institute shall be at liberty and is hereby empowered to deduct the amount of any damages, compensation costs, charges and/or expenses arising or accruing from or in respect of any such claim and/ or damages as aforesaid from any sum or sums due or to become due to Project Management Consultant or Security Deposit.
- (5.7.6) Project Management Consultant shall indemnify the Institute against any action, claim or proceedings relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the contract. In the event of any claims made under or action brought against the Institute in respect of any such matters as aforesaid, Project Management Consultant shall be immediately notified thereof and Project Management Consultant shall beat liberty, at his own expense, to settle any dispute or to conduct any litigation that may arise therefrom. Provided that Project Management Consultant shall not be liable to indemnify the Institute if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the said Institute or his authorized representative.

(5.8) Compliance of Labor Law

Project Management Consultant shall comply with or cause to be complied with the Contract Labor (Regulation and Abolition) Act, 1970, Payment of wages Act, 1936, Minimum Wages Act, 1948, Employers Liability Act, 1938, Workmen's Compensation Act, 1948, Employees State Insurance Act, 1948 or any modifications there of or any other law relating thereto and rules made there under from time to time

(5.9) Mobilization Advance

No Mobilization Advance is payable.

(5.10) Completion Certificate

As soon as the work is completed, Project Management Consultant shall give notice of such completion to the Engineer-In-Charge and within 10 (Ten) days of receipt of such notice the Engineer In-Charge shall inspect the work and shall furnish Project Management Consultant with a certificate of the work and shall furnish the Contractor with a certificate of completion indicating (a) the date of completion (b) defects to be rectified by Project Management Consultant (and/or) (c) item for which payment shall be made at reduced rates. When separate periods of completion have been specified for items or groups of items, the Engineer-In-Charge shall issue separate completion certificate for such items or groups of items. No certificate of completion shall be issued, nor shall the work be considered to be completed till Project Management Consultant shall have completed the work completely along clearance of site to the satisfaction of the Engineer-In-Charge.

(5.11) Carrying out part work at risk and cost of Project Management Consultant

If Project Management Consultant:

- (5.11.1) At any time makes default during currency of work or does not execute any part of the work with due diligence and continues to do so even after a notice in writing of 7 working days in this respect from the Engineer-in-Charge; or
- (5.11.2) Commits default in complying with any of the terms and conditions of the contract and does not remedy it or takes effective steps to remedy it within 7 working days even after a notice in writing is given in that behalf by the Engineer-in-Charge; or Fails to complete the work(s) or items of work with individual dates of completion, on or before the date(s) so determined, and does not complete them within the period specified in the notice given in writing in that behalf by the Engineer-in-Charge.
- (5.11.3) The Engineer- in-Charge without invoking action, without prejudice to any other right or remedy against Project Management Consultant which have either accrued or accrue thereafter to Government, by a notice in writing to take the part work / part incomplete work of any item(s) out of his hands and shall have powers to:
 - (a) Take possession of the site and any materials, constructional plant, implements, stores, etc., thereon; and/or
 - (b) Carry out the part work / part incomplete work of any item(s) by any means at the risk and cost of the contractor.

The Engineer-in-Charge shall determine the amount, if any, is recoverable from Project Management Consultant for completion of the part work/ part incomplete work of any item(s) taken out of his hands and execute at the risk and cost of Project Management Consultant, the liability of Project Management Consultant on account of loss or damage suffered by Government because of action under this clause shall not exceed 10% of the

quoted value of the work. In determining the amount, credit shall be given to Project Management Consultant with the value of work done in all respect in the same manner and at the same rate as if it had been carried out by the original Project Management Consultant under the terms of his contract, the value of Project Management Consultant's materials taken over and incorporated in the work. The certificate of the Engineer-in-Charge as to the value of work done shall be final and conclusive against Project Management Consultant provided always that action under this clause shall only be taken after giving notice in writing to Project Management Consultant.

(5.12) Escalation

No escalation on fees of PMC shall be paid during the contract duration.

(5.13) Warranty

Project Management Consultant shall ensure provisions of minimum 05 (Five) years warranty for all equipment, machinery, materials, etc.

(5.14) Forfeiture of EMD

If any tampering is done in the tender by the bidder or the bidder resorts to fraudulent practices, the bidder shall be debarred for the next 5 years and 100% EMD shall be forfeited.

(5.15) Penalty, Liquidated Damages and compensation of Delay

- (a) The time for carrying out the PMC work as entered in the Contract Agreement shall be strictly observed by the PMC and shall be deemed to be the essence of the Contract Agreement on the part of the PMC. The work shall throughout the stipulated period of the contract be proceeded with all due diligence and the PMC shall pay as compensation an amount equal to $\frac{1}{2}$ (Half) % or such smaller amount as the Engineer-In-Charge (whose decision in writing shall be final) may decide on the amount of the whole work as shown in the agreement, for every week that the work remains non-commenced or unfinished after the proper dates subject to a maximum of 10 (Ten) % of the contract value.
- (b) And further to ensure good progress during the execution of the work, the PMC shall be bound in all cases in which the time allowed for any work exceeds one month (save for special jobs) to complete $\frac{1}{8}$ th (One-Eighth) of the whole of the work before $\frac{1}{4}$ th (One-Fourth) of the whole time allowed under the contract has elapsed; $\frac{3}{8}$ th (Three-Eighth) of the work before $\frac{1}{2}$ (One-Half) of such time has elapsed, and $\frac{3}{4}$ th (Three-Fourth) of the work before $\frac{3}{4}$ th (Three-Fourth) of such time has elapsed. However, for special jobs if a time schedule has been submitted by the PMC and the same has been

accepted by the Engineer-In-Charge, the PMC shall comply with the said time schedule. In the event of the PMC failing to comply with this conclusion, he shall be liable to pay as compensation an amount equal to half per cent or such smaller amount as the Engineer-In-Charge (whose decision in writing shall be final) may decide on the said cost of the work for every week that the due quantity of work remains incomplete. Provided that the entire compensation to be paid under the provisions of this clause shall not exceed ten percent on the cost of the work as shown in the agreement.

- (c) The PMC shall be liable for any Non Compliance towards Quality and Progress by a Contractor of a project where the PMC has tendered and drawn a Contract Agreement between himself and a Contractor, failure to which appropriate penalty shall be imposed against the PMC as above on the sole discretion of Engineer-In-Charge of the Institute.

- (d) The PMC is also liable to levy appropriate compensation against a Contractor for any Non-Compliance towards Quality and Progress by a Contractor, on sole recommendation of Engineer-In-Charge of the Institute on the quantum of compensation, failure to which appropriate penalty shall be imposed against the PMC as above on the sole discretion of Engineer-In-Charge of the Institute.

SECTION 6 FEES AND PAYMENTS

(6.1) General Provisions

(6.1.1) The total fees payable to the PMC in accordance with the scope of services for Project Management Consultancy as enunciated in this RFP shall consist of fixed percentages of 'Development Cost' as applicable, which shall be taken to mean the cost of construction of buildings and all related works/ infrastructure for which consultancy services have been rendered by the Project Management Consultant taken as the least of the following less exclusions mentioned in para below:

- (a) Cost as per detailed estimates of the works designed by the Project Management Consultant and approved/sanctioned by the Institute;
- (b) Tendered costs of the works; and
- (c) The actual costs of the works executed on the site.

(6.1.2) The following shall not be included in calculating the Development Cost above for the purpose of computing the total fees payable:

- (a) The cost of land,
- (b) Statutory payments such as fees, development charges, service connection deposits/charges, premiums etc. with any local authority/ statutory body/Government,
- (c) Cost of bought out items i.e., Loose Furniture and furnishings, Elevators, Escalators, Kitchen equipment, Laboratory equipment, UPS, Diesel Generator Sets, for which only layouts, schematics, capacities, connectivity and basic specifications shall be provided by the Architect, and cost of all development covered under any services for preparation of CMP.
- (d) Fees paid/payable by the Institute

Note: In case of any doubt regarding the inclusion or exclusion of any item of work from the Development Cost forming the basis of the fee calculation, the decision of the Institute shall be final and binding, and based on the principle of avoidance of double payment of fee to the Project Management Consultant.

(6.1.3) The percentage fees as agreed under Contract shall remain fixed and valid for the entire period of work with no condition for escalation whatsoever (excluding statutory taxes as applicable and cess thereon, if any).

(6.1.4) The fees shall be inclusive of all expenses (both direct and indirect) relating to the performance of the Contract for the entire period of Contract except the fees/charges relating to statutory approvals, payable to local bodies and other authorities, and also excluding service tax and cess thereon, if any, which shall be payable extra as applicable as reimbursement.

- (6.1.5) The Project Management Consultant shall not be entitled to any payment or remuneration, over and above the fees hereinbefore stipulated, on account of any delay caused by any reason, whatsoever.
- (6.1.6) Deductions on account of Income tax and other statutory provisions shall be made by IIT (ISM), upon payment of fees or any other payments whatsoever to the Project Management Consultant, as per prevalent rules / provisions.
- (6.2) The fees shall be payable within 30 days of completion of the specified component of the work to the entire satisfaction of the Institute and in accordance with the terms of Contract and the Scope of Services as enunciated in this document.
- (6.1.7) Out of pocket expenses: No out of pocket expenses shall be admissible. For short stay of professionals/staff of the Project Management Consultant visiting Dhanbad in connection with the performance of the Contract, the Institute may, subject to availability, provide accommodation in its Visitors' Hostel/Guest House. Room rents and board, as applicable to outside visitors/faculty on Institute work, shall be payable by the Project Management Consultant in such a case. Similarly, all travel and touring, international, domestic, local, to site or for meetings, etc. by any means of transport are all deemed to be included in the fee and shall accordingly be borne by the Project Management Consultant and their representatives directly.
- (6.1.8) All payments made by the Institute to the Applicant/Project Management Consultant for any purpose whatsoever shall be in Indian Rupees only. Compliance with the foreign exchange regulation of India or any other country shall be the sole responsibility of the Applicant/Project Management Consultant; and IIT (ISM) shall in no way be involved directly or indirectly.

**SECTION 7
ANNEXURE**

ANNEXURE 1

LETTER OF PROPOSAL

(On Bidder's letter head)

(Date and Reference)

To,

.....

.....

Sub: RFP for Project Management Consultancy towards various projects at Indian Institute of Technology (Indian School of Mines), Dhanbad.

Dear Sir,

With reference to your RFP Document dated....., I/We, having examined all relevant documents and understood their contents, hereby submit our Proposal for Project Management Consultancy towards various projects at Indian Institute of Technology (Indian School of Mines), Dhanbad.

The proposal is unconditional and unqualified.

1. I/We acknowledge that the Employer will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Consultant, and we certify that all information provided in the Proposal and in the Appendices is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.
3. I/We shall make available to the Employer any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. I/We acknowledge the right of the Employer to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. I/We certify that in the last seven years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
6. I/We certify that in the last seven years, we have not been blacklisted/debarred by any government/ government board/ corporation/ company/ PSU Company/ statutory body/ non-government and any funding agencies in last 5 years.
7. I/We declare that:
 - (a) I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Employer;
 - (b) I/We do not have any conflict of interest;

- (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, in respect of any tender or Request for Proposal issued by or any agreement entered into with the Client or any other public sector enterprise or any government, Central or State; and
- (d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability towards the Applicants, in accordance with the RFP document.
 9. I/We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
 10. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us.
 11. I/We further certify that no investigation by a regulatory authority is pending either against us or against directors /managers/employees or against to be engaged team members.
 12. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority [and/ or the Government of India] in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above-mentioned Project.
 13. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.
 14. I/We agree to keep this offer valid for 75 (Seventy-Five Days) days from the PDD specified in the RFP.
 15. A Power of Attorney in favor of the authorized signatory to sign and submit this Proposal and documents is attached herewith in prescribed format.
 16. In the event of my/our firm being selected as the Consultant, I/we agree to enter into an Agreement.
 17. I/We have studied RFP and all other documents carefully. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Employer or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.
 18. The Financial Proposal is being submitted in hard copy and the Technical Proposal separately digitally sealed. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.

19. I/We agree and undertake to abide by all the terms and conditions of the RFP Document.
 20. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.
- Yours faithfully,

(Signature, name and designation of the authorized signatory)

(Name and seal of the firm)

CONSULTANTS ORGANIZATION AND EXPERIENCE

Form 2A: Format for Details of Consultant

1. Details of Consultant

a.	Name of Consultant with full address	
b.	Tel. No.	
c.	Fax No.	
d.	Email	
e.	Year of Incorporation.	
f.	Name and address of the person holding the Power of Attorney.	
h.	(i) Place of Business.	
	(ii) Date of Registration.	
i.	Name of Bankers with full address.	
j.	GST Registration Number (copy).	
k.	Permanent Account Number (copy).	
l.	Have you ever debarred/ Black listed by any Government Department /Public Sector Undertaking /Any Employer? (If yes, please furnish details)	
m.	Name and details (Tel/ Mobile / E mail) of contact persons	

Form 2B: Format for Financial Capability of the Consultant (Equivalent in Rs. Crores)

Consultant*	<i>(Name of Consultant)</i>								
FY	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	Total	Average
Annual Turnover									
Certificate from the Statutory Auditor									
This is to certify that..... <i>(Name of the Consultant)</i> has received the payments and earned net profit shown above against the respective years.Name of the audit firm:									
Seal of the audit firm									
Date:									
<i>(Signature, name and designation of the authorised signatory)</i>									

The Consultant should provide the Financial Capability based on its own financial statements. Financial Capability of the Consultant's parent company or its subsidiary or any associate company will not be considered for computation of the Financial Capability of the Consultant.

* Consultant should fill in details as per the row titled Annual turnover and net profit in the row below.

Form 2C: Experience of providing PMC services to Government / Semi Government / Public sector undertakings or reputed private organizations for Projects such as Residential Buildings, Commercial Buildings, Educational Buildings, and Institutional Buildings. The Project Cost exceeding Rs. 50 Crores shall be considered.

List of projects in the last 7 years which are similar to that in the RFP

Assignment name:	Value of the contract (in current INR):
Country:	Duration of assignment (months):
Name of Client:	Total No of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in current INR):
Start date (month/year): Completion date (month/year):	
Narrative description of Project:	
Description of actual services provided by your staff within the assignment	

EVALUATION CRITERIA

STAGE 1: PRIMARY ELIGIBILITY CRITERIA

NAME OF THE APPLICANT:

ADDRESS:

CONTACT DETAILS:

S. No.	Primary Eligibility Criteria	Yes	No
1	The Project Management Consultant shall have a minimum of Hundred (100) in-house professionally qualified staff but not limited to Architects, Civil Engineers, Structural Engineers, Electrical Engineers, Mechanical Engineers, Automation and Computer Engineers		
2	The Project Management Consultant shall have a minimum of Rs. 500 Crores as Average Annual Business Turnover in the last seven years		
3	The Project Management Consultant shall have a minimum of Rs. 30 Crores as Average Annual Profit during last 7 years		
4	The Project Management Consultant shall have a minimum Net Worth of Rs. 100 Crores in the last financial year		
5	The Project Management Consultant shall have executed at least 2 similar projects (Projects such as Residential Buildings, Commercial Buildings, Educational Buildings, Institutional Buildings) during the last seven years of value more than Rs. 50 Crores		
6	The Project Management Consultant shall, in the last seven (7) years, have successfully rendered Project Management Consultancy works to Government / Semi Government / Public sector undertakings or reputed private organizations for Projects such as Residential Buildings, Commercial Buildings, Educational Buildings, Institutional Buildings for (7% Increment per year): (a) At least three similar works of Rs. 300 Crores; or (b) At least two similar works of Rs. 375 Crores; or (c) One similar work of Rs. 600 Crores.		
7	The Project Management Consultant shall have got executed at least 01 projects having GRIHA Rating of minimum 3 Star		
8	Solvency certificate from a Nationalized Bank is required towards above work		
9	The Project Management Consultant should not have been blacklisted/ holiday in any work in last 7 years.		
10	The Project Management Consultant should have 51% stake of Government		

S. No.	Primary Eligibility Criteria	Yes	No
11	PMC shall submit an undertaking on stamp paper of Rs. 100 that it comes under the ambit of CVC, CAG and GFR and is responsible for all of these as per Annexure 8.		

Note: To qualify to Stage 2, a bidder shall qualify in each of the above Primary Eligibility Criteria of Stage 1

STAGE 2: EVALUATION OF TECHNICAL CAPABILITY

NAME OF THE APPLICANT:

ADDRESS:

CONTACT DETAILS:

S. No.	Criterion	Maximum Marks	Marks Awarded
1	Organizational Strength	10	
	Presence of In-House Professionally qualified staff in your organization in following indicative categories		
(a)	> 500	10	
(b)	400 to 500	7.5	
I	300 to 400	5	
(d)	100 to 300	2.5	
2	Financial capability	20	
(a)	Average Annual Business Turnover in the last seven years	10	
(i)	> 1500 Crores	10	
(ii)	1000 to 1500 Crores	7.5	
(iii)	750 to 1000 Crores	5	
(iv)	500 to 750 Crores	2.5	
(b)	Average Annual Profit during last 75 years	5	
(i)	> 60 Crores	5	
(ii)	50 to 60 Crores	4	
(iii)	40 to 50 Crores	2.5	
(iv)	30 to 40 Crores	1.5	
I	Net worth in last financial year	2.5	
(i)	> 250 Crores	2.5	
(ii)	200-250 Crores	2	
(iii)	150-200 Crores	1.5	
(iv)	100 -150 Crores	1	
(d)	Solvency Certificate	2.5	
(i)	> 125 Crores	2.5	

S. No.	Criterion	Maximum Marks	Marks Awarded
(ii)	100 -125 Crores	2	
(iii)	75 to 100 Crores	1.5	
(iv)	50 to 75 Crores	1	
3	Relevant Experience	15	
(a)	Cumulative Value of projects in last Seven years successfully rendered Project Management Consultancy works to Government / Semi Government / Public sector undertakings or reputed private organizations for Projects such as Residential Buildings, Commercial Buildings, Educational Buildings, and Institutional Buildings. The Project Cost excluding Rs. 50 Crores shall be considered.	10	
(i)	> 1000 Crores	10	
(ii)	750 -1000 Crores	7.5	
(iii)	500 to 750 Crores	5	
(iv)	250 to 500 Crores	2.5	
(b)	No. of projects executed during the last seven years of value more than 50 Crores	5	
(i)	> 5	5	
(ii)	4 to 5	4	
(iii)	3 to 4	2.5	
(iv)	2 to 3	1.5	
4	Feedback from client for projects completed during the last 7 years as per Annexure 9.	5	
(a)	Outstanding	5	
(b)	Very Good	4	
(c)	Good	3	
(d)	Fair	2	
(e)	Bad	1	
	Total 1 + 2 + 3 + 4	50	

Note: To qualify for Stage 3, a bidder shall score 50% in individual Criterion and Sub-criterion i.e S. No. (1), (2), (3) and (4) and 60% overall score.

SAMPLE INTEGRITY AGREEMENT

This Integrity Agreement is made at _____ on this _____ day of _____ 2021

BETWEEN

The Director, IIT (ISM) Dhanbad

AND

(Name and Address of the PMC)

Through (Hereinafter referred to as the _____ (Details of duly authorized signatory) "Bidder/Consultant" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

PREAMBLE

WHEREAS the Principal/Owner has floated the Tender (NIT, No. _____, Dated: _____) (hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for *Project Management Consultancy towards various projects at IIT (ISM), Dhanbad*" hereinafter referred to as the "Contract".

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

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 PRINCIPAL/OWNER

- (1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - (a) No employee of the Principal/Owner, 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.
 - (b) The Principal/Owner 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.

- (c) The Principal/Owner shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- (2) If the Principal/Owner 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 Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

ARTICLE 2

COMMITMENT OF THE PMC

- (1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department 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.
- (2) The Bidder(s)/Contractor(s) commits 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:
 - (a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's 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.
 - (b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
 - (c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - (d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/ representatives in India, if any. Similarly, Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and

addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participates in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

- (e) The Bidder(s)/Contractor(s) 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.
- (3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful 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 Government interests.
- (5) The Bidder(s)/Contractor(s) 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 Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

- (1) If the Bidder(s)/Contractor(s), 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 Principal/Owner after giving 14 days' notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future Contract Award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.
- (2) ***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

Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.

(3) ***Criminal Liability***

If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

ARTICLE 4

PREVIOUS TRANSGRESSION

- (1) 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.
- (2) 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/Contractor as deemed fit by the Principal/ Owner.
- (3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

ARTICLE 5

EQUAL TREATMENT OF ALL BIDDERS/CONTRACTORS/SUBCONTRACTORS

- (1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/sub-vendors.
- (2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- (3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/ Owner 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 Contractor/Vendor 12 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, IIT (ISM) Dhanbad.

ARTICLE 7

OTHER PROVISIONS

- (1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Division of the Principal/Owner, who has floated the Tender.
- (2) Changes and supplements need to be made in writing. Side agreements have not been made.
- (3) 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.
- (4) 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 Owner/Principal 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 Principal/Owner)

(For and on behalf of Bidder/Contractor)

WITNESSES

(1) _____
(Signature, Name and Address)

(2) _____
(Signature, Name and Address)

Place:

Dated:

REQUIRED ORGANIZATION STRENGTH AND KEY OFFICIALS AT SITE

S. No.	Designation as per CPWD Pay Scale	Cumulative Project Value (Rs. Crores)			
		< 500	200-500	100-200	> 100
1	CE	1	1	1	-
2	SE	-	-	-	1
3	EE (C)	2	2	1	1
4	EE (E)	1	1	1	1
5	AEE (C)	2	2	1	-
6	AEE (E)	1	1	1	-
7	AE (C)	3	2	2	2
8	AE (E)	2	1	1	1
9	AE (P)	1	1	1	-
10	JE (S)	1	1	1	1
11	JE (C)	4	3	2	2
12	JE (E)	3	3	2	2
	Total	19	18	14	11

Designation	Acronym
CE	Chief Engineer
SE	Superintending Engineer
EE	Executive Engineer
AEE	Assistant Executive Engineer
AE	Assistant Engineer
JE	Junior Engineer

Note:

- (1) The Projects upto Rs. 200 Crores shall be under the administrative control of an official of the rank of ADG of CPWD;
- (2) The Projects over Rs. 500 Crores shall be under the administrative control of an official of the rank of SDG of CPWD;
- (3) PMC shall appoint an official from the Head Office to coordinate between Head Office and Site;
- (4) The strength as mentioned above is minimum, if required and on instruction of the Engineer-In-Charge, strength may have to be increased;
- (5) The strength as mentioned above may be modified, if required, on permission of Engineer-In-Charge; and
- (6) Appropriate penalty shall be imposed as may be decided by the Engineer-In-Charge in case of Non-Compliance in the REQUIRED ORGANIZATION STRENGTH AND KEY OFFICIALS AT SITE.

SAMPLE CONTRACT AGREEMENT

This AGREEMENT is made and executed on this day of 2022 at IIT (ISM) Dhanbad by and between:

Indian Institute of Technology (ISM) Dhanbad, an Institute of National Importance, having its current office at Indian Institute of Technology (ISM) Dhanbad, Main Campus, Dhanbad 826 004 (Jharkhand) (hereinafter referred to in this document as THE INSTITUTE/IIT (ISM) Dhanbad, which expression shall unless repugnant to the context or meaning thereof be deemed to include its executors, administrators and assignees),

AND

M/s, having its registered office at (herein after referred to in this document as PROJECT MANAGEMENT CONSULTANTS, which expression shall unless repugnant to the context or meaning thereof be deemed to include its executors, administrators and assignees), represented by Mr..... , (Designation), with due authorization from his partners.

WHEREAS THE INSTITUTE, is desirous of taking certain services viz. Project Management Consultancy towards Various Projects at IIT (ISM) Dhanbad and has accepted the financial proposal of Project Management Consultancy for the said services and the remedying of any defects therein at a percentage fee of

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement words and expressions shall have the same meaning as are respectively assigned to them in the Request for Proposal hereinafter referred to, and they shall be deemed to form and be read and constructed as part of this Agreement.
2. In consideration of the payment to be made by THE INSTITUTE to Project Management Consultancy as hereinafter mentioned, PMC hereby covenants with THE INSTITUTE to execute and complete the Services and remedy any defects therein conformity in all aspects with the provisions of the contract.
3. THE INSTITUTE hereby covenants to pay the Project Management Consultancy in consideration of the providing of Services and the remedying of defects wherein, the fees or such other sum as may become payable under the provision of contract at the times and in the manner prescribed by the contract.

4. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:

- (a) Request For Proposal for Selection of towards Project Management Consultancy towards Various Projects at IIT (ISM) Dhanbad dated.....
- (b) Corrigendum and Addendum to the said Request for Proposal dated XXXX
Financial Proposal submitted by PROJECT MANAGEMENT CONSULTANCY
- (c) in response to the said Request for Proposal..... 's (name of applicant) official letter dated.....2022 (ANNEXURE XX)
- (d) Institute Letter of Intent No. / / / 2022 dated2022.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first before written.

Signed, sealed and Delivered by the said THE INSTITUTE and the PROJECT MANAGEMENT CONSULTANCY

Indian Institute of Technology (ISM) Dhanbad (THE INSTITUTE)

(PROJECT MANAGEMENT CONSULTANCY)

PRICE BID

NAME OF WORK: -----

NAME OF Project Management Consultant: -----

Sl. No.	Description	Consultancy fee to be quoted in percentage	
		(In fig.)	(In words)
1.	PERCENTAGE FEE FOR PROVIDING PROJECT MANAGEMENT CONSULATNCY	<hr style="width: 50px; margin: 0 auto;"/> %	

*All statutory taxes as applicable and prevailing shall be paid extra over and above the percentage quoted by the bidder.

AFFIDAVIT (IN RS 100 STAMP PAPER)

- (1) The undersigned hereby certifies that our firm M/s _____, do hereby certify that all the statements made in the required attachments are true and correct, and if found fake/forged, the undersigned will be liable forfeiture of 100% EMD and blacklisting for five years and even for infliction upon the F.I.R. and lawful punishment, if the Institute desires.
- (2) The undersigned also hereby certifies that our firm M/s _____ has not been blacklisted/holiday in any work in last seven years prior to the date of this bid.
- (3) The undersigned also hereby certifies that our firm M/s _____ comes under the ambit of CVC, CAG and GFR and is responsible for all of these.
- (4) The undersigned also hereby certifies, being a Government of India Enterprises, that our firm M/s _____ will follow, perforce, all statutes, laws, Rules, orders, norms and procedures laid down by Government of India and will adhere to auditing norms laid down by various constitutional and statutory bodies like CAG, CVC etc., and that the provisions of this Contract Agreement are subject to compliance of such statutes, laws, Rules, orders, norms and procedures etc.

(Signed by an Authorized Officer of the Firm)

PERFORMANCE REPORT OF PROJECT

1	Name of the project	
2	Client	
3	Agreement Number	
4	Estimated Cost of the project (Rs. Crores)	
5	Project Management Consultancy Fee (Rs. Crores)	
6	Stipulated date of commencement	
7	Stipulated date of completion	
8	Actual date of commencement	
9	Actual date of completion	
10	Any delay	Yes / No
11	Amount of delay (Months)	
12	Amount of compensation levied for delay (Rs. Crores)	
13	Performance report	
(a)	Quality of work	Outstanding/ Very Good/ Good/ Fair/ Poor
(b)	Financial soundness	Outstanding/ Very Good/ Good/ Fair/ Poor
(c)	Technical proficiency	Outstanding/ Very Good/ Good/ Fair/ Poor
(d)	Resourcefulness	Outstanding/ Very Good/ Good/ Fair/ Poor
(e)	General approach and behaviour	Outstanding/ Very Good/ Good/ Fair/ Poor

Name of the official of the client:

Designation:

Date:

Place:

Signature
(Stamped and dated)