



भारतीय प्रौद्योगिकी संस्थान पटना
Indian Institute of Technology, Patna
Institute Work Department
Main Campus, Bihta- Kanpa road,P.O.- Amhara ,Bihta, Patna - 801103, Bihar

EOI No:- IITP/IWD/EoI/01/2023

E- Tender

Expression of Interest (EOI)

For

Appointment of Public Sector Undertaking/Government organization as per Rule 133(3) of the GFR 2017 as Project Management Consultant for Construction & Development of Boys Hostel along with Mess & associated works as enclosed in Annexure-A at Indian Institute of Technology Patna.


From

Any Eligible Central/State Government Organization/ Public Sector undertaking set up by Central or State Government as defined in rule 133(3) of GFR 2017

Contents

| Sl. No. | Details | Pg. no. |
|----------------|---|----------------|
| 1. | E tender notice and Introduction | 3-4 |
| 2. | Definitions | 4-5 |
| 3. | Invitations | 5 |
| 4. | Initial eligibility criteria | 6 |
| 5. | Bid condition | 7-8 |
| 6. | Submission of E-bid | 8-10 |
| 7. | Evaluation criteria | 11 |
| 8. | Details of services/scope of work | 12-19 |
| 9. | Execution of assignment by PMC/Govt. Construction agency | 19 |
| 10. | General conditions of agreement | 19-23 |
| 11. | Payment | 23 |
| 12. | Annexures A to L | 25-40 |

1. E-Tender Notice for Expression of Interest (EoI):-

| | |
|---|--|
|  | <p style="text-align: center;">Indian Institute of Technology Patna Institute Work Department At:- Bihta, District Patna - 801106, Bihar Website:- www.iitp.ac.in Email:- iwd_head@iitp.ac.in</p> |
| <p style="text-align: center;">IIT Patna invites expression of interest (EoI) for appointment of a public sector undertaking/Government organization as Project Management Consultant as per rule 133(3) of the GFR 2017 for Construction of Boys Hostel along with mess & associated works from concept to commissioning. The details of EoI can be downloaded from IIT Patna website and from www.eprocure.gov.in. The last date of submission of online EoI is 17.01.2024 up to 3:00 PM.</p> | |

**Expressions of Interest
FOR
SELECTION PUBLIC SECTOR UNDERTAKING/GOVERNMENT
ORGANIZATION FOR CONSTRUCTION OF BOYS HOSTEL ALONG WITH
MESS AND ASSOCIATED WORK.**

1.0 Introduction

Indian Institute of Technology Patna, an Institute of National Importance is one of the 2nd generation IITs established by an Act of the Indian Parliament passed on August 06, 2008. IIT Patna campus is located at Block Bihta, District: Patna, PIN 801106 at 25°32' 0.18"N, 84°51'16.08"E which is 35 kms. from Patna Airport (Jayprakash Narayan International Airport). Nearest Railway station, Bihta is at 3 kms. Climate is Humid Subtropical. IIT Patna has its campus spread over 500 acres of land. The campus is divided in three zones namely Academic zone, Hostel zone and Residential zone. Sports facilities are located in between Hostel and Residential zone.

IIT Patna is functional from this campus since 25.07.2015. The total built up area of the campus is 2.54 lac sqm, which includes various Academic buildings, Hostel buildings, Residential quarters and other infrastructure. To cater the increased student capacity IIT Patna intends to construct a Boys Hostel with mess facility and associated work in the campus.

IIT Patna invites expression of interest (EoI) for appointment of a public sector undertaking/govt. organization as Project Management Consultant for Construction of a Boys Hostel with mess facility from concept to commissioning. The details of EoI can be downloaded from IIT Patna website and from www.eprocure.gov.in. The last date of submission of online EoI is -----up to 3:00 PM.

2.0 Definitions

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

- 2.1 'Architect' shall mean the architectural firm which shall be appointed by the GOVERNMENT CONSTRUCTION AGENCY/PSU. However the responsibility of correctness of Design and Engineering lies with the GOVERNMENT CONSTRUCTION AGENCY/PSU.
- 2.2 'Authorized Representative' of GOVERNMENT CONSTRUCTION AGENCY/PSU, who is duly empowered or authorized.
- 2.3 'Completion' shall mean that the work on any project phase is complete and is suitable for its intended use except for minor items of incompleteness
- 2.4 'Contractor'/'contractors' shall mean the agencies appointed by the GOVERNMENT

CONSTRUCTION AGENCY/PSU for Construction. The contractor shall directly report to the GOVERNMENT CONSTRUCTION AGENCY/PSU in connection with execution of work under the contract.

- 2.5 'Projects' shall mean Construction as per Annexure-A.
- 2.6 GOVERNMENT CONSTRUCTION AGENCY/PSU engaged as Project Management Consultant shall mean the PMC (Project Management Consultant) engaged by the IIT Patna for execution of construction from concept to commissioning with complete role and responsibility as the PMC as per rule 133(3) of GFR-2017 and as per scope of work.
- 2.7 IITP shall mean, Indian Institute of Technology Patna at Bihta Patna.
- 2.8 'Services' shall mean the all but not limited to Project Management Consultancy services including Survey/soil investigation/Architectural, structural services/Detailed project Report/BOQ/Tendering for execution/supervision/Billing/Handing over etc to be rendered by the PMC as per detailed scope of work.
- 2.9 'Similar Project' means the work of multistoried/institutional building/corporate/commercial/office/Hospital/Institutional building project executed as per qualifying criteria as GOVERNMENT CONSTRUCTION AGENCY/PSU, completed during **last 5 years ending March 2023**.
- 2.1 'Works Contracts' shall mean contracts between the PMC and the contractor/Contractors
0 for all civil works, electrical works, fire fighting, electrical and mechanical installations, horticulture, landscaping etc on behalf and after approval of IIT Patna.

3.0 Invitation

Indian Institute of Technology Patna invites expression of interest (EOI) as per rule 133(3) of the GFR 2017 from Central Government Agency/State Government Agency/PSU engaged in construction and having adequate experience in the field of project/construction management/execution of work as PMC including Architectural/design engineering services as per the detailed scope of work for construction of Boys Hostel of including mess, common room etc. The approximate cost of the project is Rs. 54.00 crores.

The details of the EoI can be downloaded from the Institute website www.iitp.ac.in or from CPP portal www.eprocure.gov.in.

| | |
|----------------------------|---|
| E-tender no. | |
| Name of the work | Project Management Consultant (PMC) for Construction of Boys Hostel with mess and associated work as per rule 133(3) of GFR 2017. |
| Place of work | IIT Patna, Bihta (Patna) -801106 |
| Tentative cost of the work | Rs. 54.00 crore as per plinth area rate of CPWD. |
| Earnest Money Deposit | Earnest money Deposit (EMD) of Rs 8,00,000/- (Eight lacs |

| | |
|---|--|
| | only) to be deposited in the Institute's account through SBI i-collect and the receipt of submission is to be uploaded along the technical bid documents. For details regarding submission of EMD, the webpage with following link may be visited: https://www.onlinesbi.com/sbicollect/collecthome.htm?corpID=595859 The EMD shall be valid for minimum period of 180 days from the last day of submission of tender. Alternatively, EMD may be submitted in the form of Demand Draft/Bank Guarantee/FDR in the favor of Registrar, IIT Patna/as per the format. |
| Pre bid meeting | 3.00 PM on 10.01.2024 |
| Last date of Online Submission of EoI | 3.00 PM on 17.01.2024 |
| Last date of receiving original copy of EMD | 3.00 PM on 19.01.2024 |
| Contact Person for communication/clarification (if any) | Head (IWD), IIT Patna Ph. No. – 06115-233-294, Mob:-8861556432 Email:- iwd_head@iitp.ac.in |

4.0 Initial Eligibility Criteria:

- 4.1 The applicant should have acted as PMC/ executed the work on Deposit basis for construction of at least one campus of similar works having corporate/commercial/ office/hospital/Institutional buildings for Government, valuing Rs. 54.00 crores or more during the last five years ending March 2023.

The GOVERNMENT CONSTRUCTION AGENCY/PSU should submit experience certificate showing the completion of value of Rs. 54.00 crore of similar work of Central government/State government/PSU from concept to commissioning as PMC including Design Engineering, Soil investigation, Survey, preparation/monitoring of Design Engineering/Drawings, BOQ, tendering and award of work to contractor for execution as per government norms/CVC Guidelines, Day to day Supervision, Quality control, Cost Control, as per CVC Guidelines/CPWD/PWD specification and norms. No consortium will be allowed.

AND

- 4.2 Average annual financial turnover of the bidder during the last three years should not be less than 54 crore. Certificate of turnover should be issued by CA.

AND

- 4.3 Net worth of the bidder should not be less than 54 crore. Certificate of Net worth should be issued by CA.

The bidder should submit the successful completion certificate for the value stated above with scope of work as per eligibility Criteria while claiming the experience.

5.0 Bid Conditions

- 5.1 EMD of Rs 8.0 lacs (Eight Lacs) in the form of Demand draft in favor of Registrar, Indian Institute of Technology Patna payable at Patna or Bank Guarantee from any Nationalized Bank or through SBI collect shall be submitted along with Technical Bid.
- 5.2 Performa of bank Guarantee (Earnest money) enclosed in Annexure I.
- 5.3 The Bidders shall provide their services as the PMC from the effective date of agreement to completion of work including defect liability period and settlement of all accounts of contractors, all CTE / Audit observations and all arbitration cases, whichever is later. The stipulated time schedule is as below (if any)-
- | | | |
|-------|---|-----------|
| (i) | Time for pre-construction activities | 6 months |
| (ii) | Time for construction activities | 24 months |
| (iii) | Defects liability period after Handing Over | 12 months |
- 5.4 The 'Technical Bids' shall be opened on CPP portal.
- 5.5 The 'Technical Bids' received and opened shall then be evaluated by the Evaluation Committee of IIT Patna as per the initial Eligibility Criteria as mentioned under clause 4.0 of this document. Afterwards the Technical evaluation of initially qualified bidders shall be done as per technical evaluation criteria given at Annexure-J.
- 5.6 Please note that the costs of preparing the bid and of negotiating the contract, including site visit(s) to the sites/IITP, are not reimbursable.
- 5.7 IITP reserves to itself the authority to reject any or all of the bids received and change the scope of the work without assigning any reason. IITP also reserves the right to itself to terminate the bidding process at any stage without assigning any reason.
- 5.8 Canvassing whether directly or indirectly, in connection with the bid is strictly prohibited and the bid submitted by the bidder who resorts to canvassing in any form would be liable to rejection.
- 5.9 The offer shall remain open for acceptance for a period of 180 days from the date of opening of 'Bids'. If any bidder withdraws his offer before a period of 180 days from the date of opening of bids or any extension agreed by the bidders thereof or makes any modifications in the terms and conditions of the bid which are not acceptable to the IITP, then the IITP shall, without prejudice to any other right or remedy, be at liberty to forfeit earnest money as aforesaid.
- 5.10 Bidder must ensure before submitting the bid that each and every page of the bid documents is signed by the authorized officer of the organization. The bid document shall form a part of the contract agreement. The successful bidder on acceptance of his bid by the Accepting Authority, and issue of letter of intent/award shall, within 15 days, sign the contract agreement and submit performance bank guarantee of 3% as per the Annexure-K.
- 5.11 To obtain first hand information on the assignment and on the local conditions, bidders

are advised to visit the site. Bidders are expected to be informed of local conditions and take these into account while preparing their bids.

- 5.12 Bidder selected by IITP for the Project Management Consultancy work as above, its sister concern, and any firm/ organization having any percentage of share of the Bidder so selected or sister concern will be debarred from participation in the execution of works for which Bidder is assigned the Project Management Consultancy services by the IITP.
- 5.13 The bidder shall provide all requisite details along with the bid in the required formats in which the details have been asked for. The successful bidder shall also ensure minimum number, qualification & experience of key technical personnel for deployment as specified under **Annexure F**.
- 5.14 All certificates/ attachments should be signed by an Authorized officer of the organization. Power of Attorney of the authorized person should be enclosed.
- 5.15 The bidders may furnish any additional information, which they think is necessary to establish eligibility criteria to successfully complete the envisaged work. The, bidders are, however, advised not to furnish superfluous information. No information shall be entertained after submission of the bid document unless the IITP calls for it.
- 5.16 Any information, furnished by the bidder, if found to be incorrect/false either immediately or at a later date, would render the bid liable to be summarily rejected.
- 5.17 Ensure that every page of this bid document, all forms, certificates and / attachments are signed by an Authorized officer of the organization along with the seal/stamp of the organization.
- 5.18 Application and other cost: The bidders shall be responsible for all costs associated with preparation of their bid, submission, presentation etc regardless of the outcome of bidding process.
- 5.19 Site Visit and verification of Information: The bidders are encouraged to submit their respective Bid after visiting the project site and ascertaining for themselves the site condition and prevalent development control guidelines, prevalent applicable laws and regulations, and any other matter relevant by them.

6.0 **Online Submission of Bid/Instruction to tenderer:-**

- 6.1 The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>

6.2 **Registration on CPP portal**

1. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “Online bidderEnrollment” on the CPP Portal.

6.3

Preparation of bids

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process

6.4

Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

Submission of bids

1. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
3. Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
4. Bidder should prepare the EMD (if applicable) as per the instructions specified in the tender document.
5. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
6. The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of

the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

7. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
8. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
9. Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
10. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

6.5 Technical Bid:- The following signed documents should be submitted:-

- a. Scanned copy of Experience certificate as per initial eligibility criteria.
- b. Scanned copy of financial document in support of turnover, net worth etc.
- c. Scanned copy of certificate of incorporation along with memorandum.
- d. Scanned copy of documents in support of technical evaluation parameters.
- e. Scanned copy of duly signed annexures of EoI.
- f. Complete bid document duly signed as a token of acceptance of Terms & Conditions & scope of services etc (Bid document)
- g. Details of Key technical Persons likely to be located at work site.(As given in **Annexure- F**)
- h. Details of Persons available with the organization (as per formant given in **Annexure-G**)
- i. Power of attorney of Authorized person signing the Bid.
- j. Proposed quality assurance plan for the project
- k. Proposed planning for the project.
- l. Any other documents required for bid evaluation as per Annexure-1

6.6 Commercial Bid:-

The consultancy/PMC charges all-inclusive but excluding GST for Providing Project Management Consultancy Services with architectural services (Fee of Government agency for taking up the work as per rule 133(3) of GFR-2017 as per scope of work and shall be quoted by the bidder as lumpsum price both in figure & in words duly signed

by the Authorized Signatory of GOVERNMENT CONSTRUCTION AGENCY/PMC. The lumpsum price quoted includes Architectural Services/Structural services etc as per scope of work. GST as applicable shall be paid extra.

IMPORTANT: Please note that the lumpsum consultancy charges quoted above shall remain fixed till completion of the work as per scope. Agency charges will not be paid on account of escalation or increase in cost due to any other reason.

7.0 Evaluation Criteria

The selection of PMC will be on the basis of lowest quoted amount after opening of Financial Bid of the technically qualified bidders. The evaluation of Financial Proposal would be taken up only after the contents of the Technical Proposal are found to meet the requirement of this EOI and if the bidder obtains more than space of 60 percent marks in aggregate in the evaluation of Technical proposal. Detail of marking system for technical qualifications is attached in Annexure J.

7.1 Financial Evaluation:

Financial bid of technically qualified bidders shall be opened and lowest bidder in terms of lumpsum consultancy charges shall be the successful bidder.

8.0 Details of the Services

8.1 Responsibility of IITP

The services to be provided by the IITP shall inter alia includes the following activities:

- Handing over the hindrance free plot of land to the PMC/Contractor for execution purpose along with access to the site & labour hutment area after fulfilment of norms of security of IIT Patna.
- Provide documents/ requirement available/Interaction with other government office/Authority for approval if any as per the recommendation of PMC.
- Make all required and legitimate/permitted payments to the PMC.
- Make all payments to the contractor after certification and recommendation of PMC.

The PMC will be responsible for Planning/Monitoring/Implementation of the work with good quality as per specification/cost control as per Government /PSU manual as detailed in scope of work/ approved time line/approved design drawing/approved quality plan. The IITP reserves the right to inspect the works i.e. Activities in pre-construction phase, construction phase, post construction phase etc. being supervised by the PMC and to check the records/documentation/reports/deployment of manpower etc. pertaining to the site at any time. However, deployment of IITP's own supervisory staff shall not absolve the PMC of any of its responsibilities as defined in this document. IITP may involve any third party for quality check at any stage of work or IITP may also check some of the major activities/item as per quality assurance plan (QAP).

8.2 Scope of the Services of Project Management Consultant

The services required to be provided by the PMC shall be as detailed in para 8.6 hereafter. The work shall be executed on the basis of Project Management Consultancy from concept of commissioning. The PMC shall act as 'Engineer – in Charge' for the Project in terms of the Conditions of Works Contract. The PMC shall be responsible for entire project including execution /implementation of work in coordination with their consultant and contractor, handing over of the completed works to the IITP or their authorized representative and getting approval of IIT Patna as per QAP.

The PMC shall be responsible for all design, drawings, estimate, BOQ, Survey, Soil Investigation, Structural design, architectural drawings as per AICTE requirement, internal and external services, sanitary, plumbing, drainage, water supply, sewerage, roads, electrification, water harvesting, fire fighting, detailed cost estimate, Award of work to the contractor through open tender as per CVC guidelines, execution, day to day supervision for quality control, Cost control as per government norms.

As Engineer-in-Charge, the PMC will award the work to the Contractor for timely execution/completion of the projects based on functional requirement of IITP after approval of IITP and as per CVC guidelines. In addition to this the PMC shall also administer the Works Contract and ensure that the contract clauses whether related to quality or quantities of work are executed and the works are executed in accordance with its provisions. The PMC will supervise construction work to ensure adherence to the drawings, prescribed high standards of quality and timely completion of the project and verify and certify the contractor's bills and monitor the progress of the work. The PMC will also provide regular inputs to IITP's nominated engineer regarding progress of the project. The PMC will make all engineering decisions including necessary correspondence with contractors required for the successful and timely implementation of Project. The PMC will ensure adherence to relevant CPWD specifications, BIS codes, CVC guidelines, environment and other regulatory requirements and will also ensure observance of all formalities/ documents/ day to day activities as defined in CPWD Works Manual/PSU own works Manual for execution of 'Works Contract' and as directed by IITP from time to time. The PMC will perform the function as 'Engineer-in-charge' as enumerated in the Works Contract with the exception of the following for which the PMC will seek prior approval of the IITP.

- a) Issuing/approving variation orders which have financial implications, except in emergency situation as reasonably determined by the Project Management Consultant;
- b) Approving the extension of time of completion of the works stipulated in the construction contracts in consultation with the IITP.
- c) Approving award of work and pre tender documents
- d) Approving quality assurance plan and all architectural and service drawings.

8.3 The IITP may at its discretion, hire the services of an independent agency or may engage its own engineer from Institute for quality checking and ensuring the quality of construction to which the PMC will render due assistance in discharge of their duties. However, the PMC shall be responsible for quality of construction and any checking/quality assurance by IITP/third party shall be over and above the quality check of PMC.

- 8.4 The construction work is open to technical/quality audit by any authorized representative of IITP or any other Agency/team deputed by the IITP to which the PMC will render assistance in discharge of their duties without absolving their responsibility as PMC.
- 8.5 The project shall be headed by a sufficiently senior and competent person having relevant experience and of impeccable integrity. The PMC shall submit the tentative organization chart for managing the project so that appropriate decisions are taken quickly.

However, the actual number of technical personnel to be deployed and deployment schedule shall be prepared by the PMC and it should be mutually agreed upon after award of work (As detailed in EOI). This schedule shall be prepared in a manner that all the functions required to be performed by the PMC as per the scope of their work given here are performed completely and efficiently. The deployment schedule shall be reviewed from time to time and necessary revisions / adjustments shall be made in the schedule as may be found necessary on the basis of joint assessment of the site requirements by the IITP and the PMC. The Project Head and other officials assisting Project Head shall not be changed during the implementation of the project except with concurrence of IITP. The decision of the IITP, however, shall be final in this regard.

- 8.6 The PMC shall be responsible for all architectural services, complete management and construction supervision of all the activities of the projects as detailed below:

(a) Pre-construction Phase:-

- I Discussions with IITP and finalization of project brief including illustrating the IITP requirements. Appointing Architect/Consultant at their own risk and cost and alternatively the PMC may use in house Architect.
- II Making detailed survey and soil Investigation for Structural and architectural requirement.(Previous Soil Investigation report shall be given by IITP).
- III The PMC shall be responsible for comprehensive architectural & engineering consultancy for the entire work but not limited to-
 - (i) Preparation of concept, preliminary, detail design and construction drawings for all discipline required for the project & approval of drawings from all local/statutory authorities.
 - (ii) Bill of quantities & specifications. Rate Analysis.
 - (iii) Architectural Design and site planning/development

- (iv) Structural engineering design
- (v) Sanitary, plumbing, fire fighting and related systems design
- (vi) Electrical engineering design
- (vii) Lightening Conductor
- (viii) Lighting design
- (ix) Landscape design
- (x) Site development detail.
- (xi) Responsible for soundness of structural design and any design check shall be done by the PMC on their own cost..
- (xii) Checking and certifying the Architectural drawings, technical specifications, services and all other drawings to ensure their completeness/correctness.
- (xiii) Checking and certifying the bill of the quantities prepared & submitted by the Architect of the PMC and prepare cost estimate.
- (xiv) Based on detailed estimate as per approved architectural drawings/design by IITP, The PMC will prepare tender documents and float a tender for obtaining the competitive rates as per DSR/PWD Bihar/CVC guidelines.
- (xv) Processing of bids and selection of contractor and award of the work as per CVC guidelines issued from time to time after approval of the IITP.
- (xvi) The work will be carried out in line with standard latest PWD/CPWD specifications and the latest BIS specifications and code of practices or manufacturer specifications for the items not covered under PWD/CPWD or BIS specifications.
- (xvii) The PMC will also be responsible along with Architect in obtaining approvals of drawings for commencement of work and issuance of occupancy certificate from all local/ statutory authorities.
- (xviii) BOQ/Cost estimate will be based on Current Schedule of Rate and in case the items are not available in Schedule (DSR or in BSR) then market rate analysis should be done.

IV Getting approval of all drawings and Design as per requirement. Prepare drawings necessary for submission to statutory bodies for sanction and approvals.

- V Preparation of Tender documents BOQ etc, Floating of Tender and award of work as per CVC Guidelines/PWD/CPWD Manual.
- VI Prepare and submit complete construction drawings and details to commence work at the site and for the proper execution of work during construction.
- VII Analysis for the various project related activities with reference to time frame, resource allocation & scheduling using latest techniques and software as approved by the IITP.
- VIII Preparation of detailed quality assurance plan and getting it approved from IIT Patna.

Note:-

1. IIT Patna intends to hire the PMC for construction of a Boys Hostel in line with existing form of Hostel building.
After finalization of conceptual drawings with detailed specification, an EPC tender may also be floated if the PMC finds it deemed fit. However the responsibility of Architectural services shall be of PMC in any case.
2. The vetting of structural drawings from any IIT and approval of detailed Architectural and service drawings by IIT Patna over and above the approval of PMC shall be mandatory.

(b) Construction Phase:-

The PMC shall execute the project in a time bound manner and hand over the building/ other works complete in all respect as certified by IITP within the time limit of 24 months/in adherence with the Project Planning on latest software such as MS project starting from the 10 day of issue award letter. The PMC shall ensure that no time and cost overrun occurs.

The PMC shall provide Project Management Services from the start of construction up to commissioning and handing over of the project to the IITP for use. It shall also be the responsibility of the PMC to liaise and coordinate with various agencies for smooth execution of the project. Responsibilities of Project Management Consultant for construction stage shall, inter-alia, be as under:

- (i) Assemble multi-disciplinary construction management team as approved by IITP and have preliminary interaction with the contractor's Project Team on behalf of the IITP to initiate all preliminary actions and mobilization. Check and finalized contractor's detailed program of activities commensurate with the Tender provisions.
- (ii) Check and approve all contractors, sub-contractors and agencies for carrying out the works.
- (iii) Responsibility of awarding the work as per CVC Guidelines/CPWD Manuals/PWD Manuals.
- (iv) Signing of Contract with Contractors.
- (v) Keep a check on conformity of the work with the specified functional requirements of IITP, monitor the progress of the work, and bring to the notice of IITP any lapses/ deviations in the progress/ quality of work.
- (vi) Provide full time supervision of the construction work at site to the best intents of Drawings, Specifications and contract documents by deploying suitable mutually agreed personnel as per agreed schedule.
- (vii) Checking fabrication drawings, bar-bending schedules and all other Architectural/Structural details during construction.
- (viii) Provide effective coordination between various agencies working at the site and the Architects to ensure timely availability of the inputs required for un-interrupted construction at site all in accordance with agreed programme of the activities.
- (ix) Maintain constant monitoring the progress of construction on the basis of Quality, Time and Cost parameters using latest techniques and software and take timely action to correct deviations if any.

- (x) Rendering timely advice for implementing special measures for effecting cost/quality/time benefit for the project.
- (xi) Obtain approved “issued for construction” drawings from Architect as per agreed schedule and issue to contractor.
- (xii) Liaise with Architect and IITP and provide all necessary clarification and additional drawings and sketches to the Contractor(s) after obtaining those from the Architect.
- (xiii) Check and inspect testing of materials and work as required. If so required, testing and checking of manufactured items have to be carried out at the manufacturer’s factory as per provision in the Contract.
- (xiv) Drawing up and putting in place a Quality Assurance Plan as well as a Safety Assurance Plan along with an appropriate and efficient mechanism to ensure their effective implementation at site.
- (xv) Checking and Certification of contractors running and final bills of the works executed for the purpose of payment to be released to the construction agencies.
- (xvi) Review & recommend rates for new items of work or for existing items of work which deviate in quantities beyond the limits defined in the contract for the approval of the IITP.
- (xvii) Provide contract administration services of all Contract Agreements and devising a suitable dispute –resolution mechanism to facilitate a quick and amicable settlement of disputes, if any.
- (xviii) To reply and settle the observations/objections/ paras (if any) of the Chief Technical Examiner, Audit or any other checking /investigating agency of the Govt.
- (xix) Final inspection, snagging, supervision of testing and commissioning of various systems and assisting the IITP in taking over of various parts of works and of various systems.
- (xx) Generate and submit to the IITP time-to-time progress reports in the agreed formats and at the agreed frequency. For this all the necessary data relevant to the execution of work including materials brought and consumed at site, hindrances if any, records of daily labour deployed etc. shall be maintained.
- (xxi) The PMC shall get all connections for services like power, water and sewage from local authorities etc required for occupancy of the building.
- (xxii) The PMC shall also apprise the IITP of the progress and/or activities of the project on weekly/fortnightly/ monthly basis as found deemed fit by IITP by preparing and submitting monitoring reports. The

report shall inter-alia include the following:

- (a) Name of Project, IITP. Project Management Consultant, Architect and Contractor
- (b) Scope of Works of Contractor
- I Date of Commencement/ Date of Completion: Schedule & Actual
- (d) Major Issues and Decisions Pending including Drawings Constraints (if any), Site Constraints (if any), Equipment Constraints (if any)
- (e) Status of Progress of Work: Cash Flow Chart, L.O.B. Chart & Bar Chart
- (f) Areas of Concern
- (g) List of Registers Maintained by the PMC
- (h) Labour Deployment Chart
- (i) List of Equipment Mobilized at Site
- (j) Materials/Personnel at Site
- (k) Status of Payment to Contractor
- (l) Quality of Material / Tests
- (m) Cost Split Up of the Package
- (n) Photographs of the Site
- (o) Site Order Book
- (p) Visitor's Site Inspection

I Post Construction phase

During this phase, the activities are likely to be as under:

- (i) Settlement of all accounts of the contractors.
- (ii) Reconciliation of materials supplied to the contractors, if any
- (iii) Ensuring rectification of defects by the respective contractors during their liability periods.
- (iv) Preparation of Completion Report which shall contain all technical and financial information of the project.
- (v) Settling the Audit /CTE's Observations and Arbitration cases etc,

if any.

- (vi) Provide all documents / reports / statements of facts / counter statements of facts for settling Audit / CTE's observations and arbitration cases etc. including attending the hearings as and when required by the IITP and providing necessary support as may be required by the IITP from time to time.

Any consultancy activity not specifically mentioned here but required to complete the project is deemed to be included in the scope of work. **Issue of Completion Certificate, Handing over of Buildings and services to IITP up to satisfaction of end users/IITP are included in the Scope of work of the PMC.**

9.0 Execution of Assignment by the PMC

- 9.1 To ensure proper performance of all activities regarding construction of the projects, the PMC shall have his office at or near the Projects site in addition to the office at Patna and shall have the required dedicated personnel stationed there after the approval of IITP so that they are available for interaction all the time. No site personnel shall be transferred/ withdrawn without the consent of the IITP. Similarly prior to induction of new personnel on the Project site, the approval of IITP shall be obtained.
- 9.2 The PMC shall review strategic planning and time management of the project from time to time. This will consist of continuous appraisal and revision of the framework of the project and the project process as and when required so as achieving the desired objective in most efficient and economical manner.
- 9.3 The PMC shall exercise all reasonable skill, care and diligence in the discharge of his responsibilities and shall exercise such superintendence and inspection to ensure that the works are carried out in conformity with the contract provisions.
- 9.4 The PMC shall ensure that the works are completed in all manners as per the quality, standard and within the budgeted cost & time. Failure to adhere to the completion date of works at any of the site of work shall entail imposition of Penalty on the PMC as contained in the General Conditions of Agreement.

10.0 General Conditions of Agreement

10.1 Force-Majeure

- i) In the event of either party being rendered unable by force majeure to perform any obligation required to be performed by them under this agreement, the relative obligation of the party affected by such force majeure shall be treated as suspended for the period during which such force majeure clause lasts.
- ii) For the purpose of this agreement, force majeure shall only include, wars, insurrections, riots, earthquakes, storms, floods (excluding due to monsoon), explosion or fires not caused by negligence, lightening, acts of God, epidemics or the public enemy which is of such nature as to delay,

curtail or prevent timely action by either party.

- iii) Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable, as aforesaid, thereby shall notify the other party in writing by registered notice within 72 (seventy two) hours of the alleged beginning and ending thereof. The Notice shall be followed by a Certificate from local Chamber of Commerce or the Statutory Authority as satisfactory evidence in support of the claim within 15 days of occurrence and cessation of such Force Majeure conditions.
- iv) Time for performance of the relative obligation suspended by the force majeure shall stand extended by the period for which such causes lasts.

10.2 Liquidated Damages

- a) In case, completion of the project is delayed due to reasons attributable to the contractors/agencies/suppliers engaged for the project by the PMC, the PMC shall impose liquidated damages @ 0.5% (zero point five percent) of the awarded contract value for each week of delay subject to a maximum of 10% (ten percent) of the awarded contract value which shall be credited to the IITP.
- b) In case, completion of work is delayed due to the reasons attributable to the PMC (or to the agency engaged by the PMC), IITP shall impose liquidated damages @ 0.5% (zero point five percent) on consultancy fee for each week of delay subject to a maximum of 10% (ten percent) of the total Consultancy fee.

10.3 Security Deposit or Retention Money:

The PMC shall ensure deduction of an amount equal to 5% of value of the each running bill of the contractor towards security deposit or retention money in addition to the Initial Performance Security as per rule. The same has to be transferred to IITP after verification. Subject to fulfilling all obligations the security money or retention money without interest shall be refunded after completion of the defect liability period of the work to the contractor upon recommendation of the PMC.

10.5 Termination

10.5.1 Subject to other provisions contained in this clause, the IITP may, without prejudice to its any other rights or remedy against the PMC in respect of any delay, abandonment, inferior quality or work, any claims for damages and/or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases:

- (i) If the PMC, having been given by the IITP a notice in writing that the work is being performed inefficiently or quality checks are not being made or

otherwise in improper or un-workmanlike manner, shall omit to comply with the requirement of such notice within a period of seven days thereafter.

- (ii) If the PMC persistently neglects his obligations under the contract and/or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the IITP.
- (iii) When the PMC has made himself liable for action under any of the cases aforesaid, the IITP shall have powers:
 - (a) To determine or rescind the contract as aforesaid (of which termination or rescission notice in writing to the PMC under the hand of the IITP shall be conclusive evidence). Upon such determination or rescission, the full security deposit/ performance bank guarantee recoverable under the contract shall be liable to be absolutely at the disposal of the IITP.
 - (b) To appoint another PMC to complete the project/projects in which case any expenses which may be incurred in excess of the sum which would have been paid to the original PMC if the whole work had been executed by him (of the amount for which the certificate in writing of the IITP shall be final and conclusive) shall be borne and paid by the original PMC and may be taken from any money due to him by the IITP under the present contract or any other account whatsoever or from his security deposit or performance bank guarantee or the proceeds of sales thereof or a sufficient part thereof as the case may be. If the expenses incurred by the IITP are less than the amount payable to the PMC at his agreement rates, the difference shall not be paid to the original PMC.
 - (c) In the event of anyone or more of the above courses being adopted by the IITP, the PMC shall have no claim to compensation or any loss sustained by him by reasons of his having spent money or entered into agreement or made any advances on account of or with a view to execution of the work or the performance of the contract. And in case action is taken under any of the provisions aforesaid, the PMC shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the IITP has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

10.6 Guarantee and Liabilities

10.6.1 The PMC guarantees that the services as specified/described under the scope of the PMC in this agreement, and technical documents to be developed by the PMC shall be in accordance with the sound and established engineering practices, using Indian Codes and Regulations and wherever applicable, International Standards, for the purpose(s) specified, free from defects and suitable for respective uses intended. For

this a suitable Indemnity Bond shall be furnished.

10.7 Defect Liability Period

Any defects notices/observed within a period of twelve months from the date of actual date of completion of all works up to the satisfaction of end users, shall be got rectified by the PMC through contractor or by other contractor at its own risk and cost for which no compensation will be paid.

10.8 Insurance

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

- 10.8.1 Workman's compensation insurance, covering all employees of contractor for statutory benefits as set out and required by local law in the area of operation or area in which Contractor may become legally obliged to pay benefits for bodily injury or death.
- 10.8.2 Insurance against fire, theft, damages and loss of all property owned by Contractor at the construction site. Contractors all risk Policy (CAR) Policy.
- 10.8.3 Any other insurance cover which may be required to be taken under the law or on any other account.

10.9 Additional Services

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

10.10 Changes and Additions

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

10.11 Assignment

The assignment shall not be transferred or assigned in whole or part by the PMC without prior written approval of the IITP to any person / company.

10.12 Effective Date of Agreement

This agreement shall be deemed to have become effective from the 10th day of issue of award letter.

10.13 Co-operation between Parties

The IITP shall nominate an officer to represent it for the purpose of this agreement, and the name, designation, and address of the officer so nominated shall be intimated to the PMC. Similarly, the PMC will nominate and intimate in writing particulars of an officer to represent it. It is, however, understood and agreed to by and between the parties hereto that the parties shall work in close co-operation with each other at all times in order to ensure timely completion of the project.

10.14 Amicable Settlement

In the event of any dispute arises between the parties relating to the services, meaning or effect of this Contract or any other clause or in respect of the rights and liabilities of the parties or other matters specified therein or with reference to anything arising out of or accidental to this contract or otherwise in relation to the terms, whether during the continuance of this Contract or thereafter, such disputes or differences shall be endeavored to be solved by mutual negotiations.

If however such negotiations are in-fructuous, the dispute or difference shall be referred to the Arbitrator appointed by the parties under provisions of the Arbitration and Conciliation Act, 1996.

Any reference to arbitration shall not relieve either party from the due performance of its obligations under this Contract. However, if the nature of disputed matter under arbitration so necessitates, either party may suspend further performance till the arbitration award is declared. The period of non-performance under these circumstances will be added to the already agreed period of completion, without payment of compensation for such delay.

The Arbitration proceedings shall be held at Patna.

Any court case arises by any dispute shall be subject to the Patna Court jurisdiction.

10.15 Clearance of site after Completion of work

On completion of the work, the PMC shall ensure that all constructional plants, surplus materials, rubbish and temporary work of every kind will be cleared away/ removed from the site and leave the entire site and works clean and in a workman like condition to the satisfaction of the IITP.

11.0 Payment

11.1 Consultancy Charges

The IITP shall in consideration of the services performed, pay to the PMC, the Consultancy charges as agreed between the parties which shall also cover all staff cost, associate consultants/sub consultants cost(if any), printing, communication, travel, accommodation and any other cost incurred by the PMC in carrying out the services. The estimate for execution of work will not have any contingency/quality control/consultant fee/survey/geo technical fee/office establishment of PMC/vehicle head. All these heads are included in the Agency Charge of the PMC.

11.2 Construction payment & GST

IITP shall release the bill/amount towards construction cost of the building on certification & recommendation from the PMC as per Government rule.

Advance/any other payment as permissible may also be released on certification/recommendation of the PMC. On production of proof, IITP will reimburse the GST as applicable both for consultancy and construction.

- 11.3 IITP shall reimburse to the PMC all the actual payments against proof as made to local statutory authorities/ state/central Government for approvals and also deposits made for power, water and sewage connections and any other charges that may fall outside the defined scope of work.
- 11.4 If the projects is not completed as per schedule of the period of contract due to any reason, the services of PMC shall be deemed extended till completion of the projects on same terms & conditions, without prejudice to any other rights of the IITP and without any change in the consultancy charges.

Scope of work:- Construction of Boys hostel with brief specifications and form as per the preliminary estimate produced below

PRELIMINARY ESTIMATE**Boys Hostel**

Ref: Plinth area rates of CPWD as on 1/4/21

| | | | | |
|-----------|----------------------------|------|------|-----------|
| 1. | Boys Hostel | Area | Unit | Remarks |
| | Total Area of one building | 6635 | Sqm | 8 storied |

| SI No | Description | Unit | Area/Qty | Rate(Rs) | Amount(in Rs) | | Remarks |
|-------|---|------|----------|------------------|------------------|----------------|------------------|
| | | | | | CIVIL | ELECT. | |
| 1 | RCC Framed Structure upto six storied | | | | | | |
| 1.1.1 | Floor Height 3.0 M | Sqm | 6635 | 20685 | 137244975 | | 137244975 |
| 1.3.1 | Extra for seventh and 8th floor | Sqm | 1658.75 | 105 | 174169 | | 174169 |
| 1.3.3 | Every .3 mt higher plinth over normal plinth height of 0.6 mt (On Ground Floor area only) | Sqm | 829.375 | 370 | 306869 | | 306869 |
| 1.3.7 | Pile foundation upto a depth of 15 mt (on Ground Floor area only)/Ground improvement | Sqm | 829.375 | 17100 | 14182313 | | 14182313 |
| 1.5. | Fire Fighting | | | | | | 0 |
| 1.5.1 | With wet riser system | Sqm | 6635 | 800 | | 5308000 | 5308000 |
| 1.6.2 | Automatic Fire Alarm System | Sqm | 6635 | 600 | | 3981000 | 3981000 |
| | | | X | Sub total | 151908325 | 9289000 | 161197325 |
| | Services | | | | | | 0 |
| 2.1 | Internal Water Supply and Sanitary Installation | | 8% | of X | 12895786 | | 12895786 |
| 2.2 | External Service Connection and local body approval charges.. | | 3.75% | of X | 6044900 | | 6044900 |
| 2.3 | Internal Electric Installation | | 12.50% | of X | | 20149666 | 20149666 |
| 2.4.1 | Extra for power wiring and Plugs | | 4% | of X | | 6447893 | 6447893 |
| 2.4.2 | Extra for Lightening Conductors | | 0.25% | of X | | 402993 | 402993 |

| | | | | | | | |
|--------|--|-----------|---------|---------|---------|---------|---------|
| 3.1.6 | Lift (16 Passenger) | Each | 2 | 2820000 | | 5640000 | 5640000 |
| 4.1 | Over Head RCC water Tank without independent Staging | Litre | 36000 | 20 | 720000 | | 720000 |
| - | Development of Site | - | - | - | - | - | 0 |
| 5.1 | Levelling | Sqm | 995.25 | 300 | 298575 | | 298575 |
| 5.2.2 | Internal roads and paths | Sqm | 1000 | 1850 | 1850000 | | 1850000 |
| 5.3 | Sewer | M | 300 | 3350 | 1005000 | | 1005000 |
| 5.4.1 | Distribution line for water Supply | M | 300 | 1700 | 510000 | | 510000 |
| 5.5 | Storm water drains | M | 350 | 8920 | 3122000 | | 3122000 |
| 5.9.1 | Horticulture operations | Sqm | 663.5 | 275 | 182463 | | 182463 |
| 6.9.1 | Solar water heating system | 100 liter | 40 | 22500 | | 900000 | 900000 |
| 6.10.1 | CCTV system | SQM | 995.25 | 200 | | 199050 | 199050 |
| 6.16.1 | Lan System | SQM | 4644.5 | 500 | | 2322250 | 2322250 |
| 6.19.1 | Street Light : With LED | Sqm | 1658.75 | 150 | | 248813 | 248813 |
| LS | Ms/GI net/wire fencing | RM | 300 | 6000 | | 1800000 | 1800000 |

Sub Total 178537048 45599664 224136713

| | | |
|-----------------|--|------------------|
| Add for: | Cost Index over PAR 2021=113% | 29137773 |
| | Add 1% for Labour cess | 2241367 |
| | Add 3% for contingencies | 6724101 |
| | Total for Civil and electrical works: | 255515852 |

For two blocks of Boys hostel

51.10 Cr.

Ref: Plinth area rates of CPWD as on 1/4/21

| | | | | |
|-----------|-----------------------------|------|------|-------------|
| 2. | Mess for Boys Hostel | Area | Unit | Remarks |
| | Total Area of one building | 804 | Sqm | one storied |

| SI No | Description | Unit | Area/Qty | Rate(Rs) | Amount(in Rs) | | Remarks |
|-------|---|------|----------|----------|----------------|--------|----------|
| | | | | | CIVIL | ELECT. | |
| 1 | RCC Framed Structure upto six storied | | | | | | |
| 1.1.1 | Floor Height 3.0 M | Sqm | 804 | 20685 | 16630740 | | 16630740 |
| 1.3.3 | Every .3 mt higher plinth over normal plinth height of 0.6 mt (On Ground Floor area only) | Sqm | 201 | 370 | 74370 | | 74370 |
| 1.5. | Fire Fighting | | | | | | |
| 1.5.1 | With wet riser and sprinkler system | Sqm | 804 | 1200 | | 964800 | 964800 |

| | | | | | | | |
|--------|---|-------|----------|------------------|-----------------|----------------|-----------------|
| 1.6.2 | Automatic Fire Alarm System | Sqm | 804 | 600 | | 482400 | 482400 |
| | | | X | Sub total | 16705110 | 1447200 | 18152310 |
| | Services | | | | | | 0 |
| 2.1 | Internal Water Supply and Sanitary Installation | | 9% | of X | 1633708 | | 1633708 |
| 2.2 | External Service Connection and local body approval charges.. | | 5% | of X | 907616 | | 907616 |
| 2.3 | Internal Electric Installation | | 12.50% | of X | | 2269039 | 2269039 |
| 2.4.1 | Extra for power wiring and Plugs | | 4% | of X | | 726092 | 726092 |
| 2.4.2 | Extra for Lightening Conductors | | 0.50% | of X | | 90762 | 90762 |
| 2.4.4 | Third party quality assurance | | 1% | of X | | 181523 | 181523 |
| 16 | Computer Conduiting i/c wiring | | 0.50% | of X | | 90762 | 90762 |
| 4.1 | Over Head RCC water Tank without independent Staging | Litre | 10000 | 20 | 200000 | | 200000 |
| - | Development of Site | | | | | | 0 |
| 5.1 | Levelling | Sqm | 402 | 300 | 120600 | | 120600 |
| 5.2.2 | Internal roads and paths | Sqm | 100 | 1850 | 185000 | | 185000 |
| 5.3 | Sewer | M | 100 | 3350 | 335000 | | 335000 |
| 5.4.1 | Distribution line for water Supply | M | 100 | 1700 | 170000 | | 170000 |
| 5.5 | Storm water drains | M | 100 | 8920 | 892000 | | 892000 |
| 5.9.1 | Horticulture operations | Sqm | 201 | 275 | 55275 | | 55275 |
| 6.10.1 | CCTV system | SQM | 200 | 200 | 40000 | | 40000 |
| 6.16.1 | Lan System | SQM | 562.8 | 500 | 281400 | | 281400 |
| 6.17.1 | IP based EPBAX system | SQM | 562.8 | 500 | 281400 | | 281400 |
| 6.19.1 | Street Light : With LED | Sqm | 201 | 150 | | 30150 | 30150 |

Sub Total 21807108 4835527 26642636

Add for:

Cost Index over par

2021=113%

3463543

Add 1% for Labour cess

266426

Add 3% for contingencies

799279

Total for Civil and electrical works:

31171884

LETTER OF TRANSMITTAL

From:

To,
The Director,
Indian Institute of Technology Patna,
Bihta, Patna

Sub: Submission of Bid for Project Management Consultancy Work
for construction and Development of Various Buildings and
Services for IIT Patna.

Sir,

Having examined the details given in bid document for the above work, I / We have submitted the technical & commercial 'Bid' and undertake the followings-

1. I/We hereby certify that all the statements made and information supplied by me is true and correct.
2. I/We hereby agree with the terms & conditions mentioned in the bid document.
3. I/We have furnished all information and details necessary for this Bidding and have no further pertinent information to supply.
4. I/We authorize IITP or their authorized representatives to approach the Individuals, Employees, Firms, Bank etc to verify our Competence / credentials etc.

(Signature, name and Designation of authorize person with
Complete address of Consultancy Agency/ Organization)
(Please affix seal)

U N D E R T A K I N G

I/We have read and examined the bid documents for selection of the PMC to take up the work as per Bid Conditions, Scope of Work, General Conditions of Agreement, Submission of Bid, Evaluation Criteria and all other contents appended in the Bid Documents and full cognizance taken thereof for arriving at rate tendered, contained herein my/our bid and also declare that the statements made and the information provided in the duly completed two bid offers are true and correct in every detail.

I/We agree to keep the bid open for one hundred eighty (180) days from the date of opening of technical bid and not to make any modifications in its terms and conditions and rates quoted etc.

We understand the responsibility of abiding all Government rules and regulations for carrying out the work as per GFR/ work manual and are responsible for all Technical and Financial Audit of Govt. of India.

I/We hereby declare that I/We shall treat the bid documents, drawings and other records connected with the work as secret/confidential documents and shall not communicate information/derived there from to any person other than to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the IITP.

(Signature, name and Designation of authorize person with
Complete address of consultancy agency/Organization)
(Please affix seal)

Date

Signature of Witness: : _____

Name: : _____

Occupation : _____

Address : _____

DETAILS OF SIMILAR PROJECTS COMPLETED
DURING LAST 5YEARS (To Be Considered Of Experience Certificate)

| | |
|---|------------------|
| Actual Completed cost of the project | Rs crore |
| Name of the project & location | |
| Name of the Client | |
| Description of work | |
| Schedule Period of completion in months | |
| Start Date | |
| Actual Completion Date | |
| Remarks on quality by client like excellent/good/satisfactory/poor | |
| Project Cost as per award | |

- Please attach the completion certificate issued by the Client for each of the qualifying project. The project without completion certificate/performance certificate/work execution certificate will not be considered for evaluation.

(Signature, name and Designation of authorize person
with complete address of Consultancy Agency/Organization)
(Please affix seal)

TURNOVER DURING LAST THREE YEARS

| Sr.No. | F.Y. | Turnover |
|---------------|----------------|-----------------|
| 1 | 2020-21 | |
| 2 | 2021-22 | |
| 3 | 2022-23 | |

(Signature, name and Designation of authorize person
with complete address of Consultancy Agency/Organization)
(Please affix seal)

**MINIMUM NUMBER OF KEY TECHNICAL PERSONAL LIKELY TO BE
LOCATED AT WORK SITE FOR MONITORING/SUPERVISION EXECUTING
THE WORK**

| S. No | Man power | No of key technical personnel likely to be deployed for executing the work building (Regular Employees only) | | | |
|-------|--|--|-------------------------|-------------------|-------------------------|
| | | Graduate Engineer | | Diploma Engineers | |
| | | No. | Experience in years | No. | Experience in years |
| 1 | Team Leader | One | More than 10 yrs. | - | |
| 2 | Planning Engineer cum QA/QC/Architect | One | More than 5 yrs. | | |
| 3 | Construction Engineer | | | | |
| | a) Civil Engineer | | | One | More than 5 yrs. |
| | b) Electrical/Mechanical Engineer | | | One | More than 5 yrs. |
| 4 | Others Engineers & support staff as per requirement of the project & PMC | | | | |
| | Total | | | | |

(Signature, name and Designation of authorize person
with complete address of Consultancy Agency/Organization)
(Please affix seal)

DETAILS OF PERSONNEL AVAILABLE WITH THE ORGANIZATION

| S. No | Man power strength in the area | No of personnel available with the organization |
|--------------|---------------------------------------|--|
| 1 | Architect/Associate consultant | |
| 2 | Designer | |
| 3 | Planning Engineer | |
| 4 | Tendering Expert | |
| 5 | Construction Manager/Engineer | |
| 6 | Quality control / Assurance | |
| 7 | Finance /Accounts | |
| | Total | |

Note:

- **Number of Graduate Engineers & Diploma holder Engineers may be given separately**

(Signature, name and Designation of authorize person
with complete address of Consultancy Agency/Organization)
(Please affix seal)

COMMERCIAL BID SUBMISSION FORM

Date:

From:

To:
 Director,
 Indian Institute of Technology Patna,
 Bihta Patna.- 801106

**Sub: Taking up the work of Construction of Boys Hostel with
 Mess facility as the PMC.**

Dear Sir,

In response to bid document for the above work, we hereby quote our Consultancy Charges as under:

| Description | Unit | Fee for taking up the work on concept to commissioning basis as the PMC with architectural services (all inclusive) but excluding GST. | |
|---|---------|--|----------|
| | | In Figures | In Words |
| I) Consultancy fee with architectural services all inclusive but excluding GST for Providing Project Management Consulting Services as per Scope of work. | Lumpsum | | |

(NB: Rate should be quoted as lumpsum price for Construction of Boys Hostel with Mess facility for an estimated cost of 54.0 cr. as per preliminary estimate with scope of work of the PMC mentioned in the bid document.

IMPORTANT: Please note that the consultancy charges will be limited to the quoted price only and no additional fee will be paid on account of escalation or increase in cost due to any other reason except change of scope i.e.. (Addition of any new building/increase in area beyond 10%).

(Signature, name and Designation of authorize person
 with complete address of Consultancy agency/Organization)
 (Please affix seal)

BANK GURANTEE (EARNEST MONEY)

This deed of Guarantee made this _____ day of _____ 20____ by _____ (*Name of the Bank*) having one office branch at _____ acting through its Manager (hereinafter called the “Bank”) which expression shall wherever the context so requires includes its successors and permitted assigns in favor of Registrar, Indian Institute of Technology Patna which expression shall include its successors and assigns. WHEREAS Registrar, Indian Institute of Technology Patna has invited tender vide their Tender Notice No. _____ Dated _____ to be opened on AND WHEREAS M/s _____ (*Name of Tenderer*) having its office at _____ (hereinafter called the “Tenderer”), has/have in response to aforesaid tender notice offered to supply/ do the job _____ as contained in the tender. AND WHEREAS the Tenderer is required to furnish to Registrar, IIT Patna, a Bank Guarantee for a sum of Rs. _____ (Rupees _____ Only) as Earnest Money for participation in the Tender aforesaid.

AND WHEREAS, we _____ (*Name of the Bank*) have at the request of the tenderer agree to give Registrar, IIT Patna this as hereinafter contained.

NOW, THEREFORE, in consideration of the promises we, the undersigned, hereby covenant that, the aforesaid Tender shall remain open for acceptance by IITP during the period of validity as mentioned in the Tender or any extension thereof as IITP and the Tenderer may subsequently agree and if the Tenderer for any reason back out, whether expressly or impliedly, from his said Tender during the period of its validity or any extension thereof as aforesaid or fail to furnish Bank Guarantee for performance (If any) as per terms of the aforesaid Tender, we hereby undertake to pay IITP, on demand without demur to the extent of Rs. _____ (Rupees _____ Only).

We further agree as follows:-

01. That IIT Patna may without affecting this guarantee extend the period of validity of the said Tender or grant other indulgence to or negotiate further with the Tenderer in regard to the conditions contained in the said tender or thereby modify these conditions or add thereto any further conditions as may be mutually agreed to in between IITP and the Tenderer AND the said Bank shall not be released from its liability under these presents by an exercise by IITP of its liberty with reference to the matters aforesaid or by reason of time being given to the Tenderer or any other forbearance, act or omission on the part of the IITP or any indulgence by IITP to the said Tenderer or any other matter or thing whatsoever.

02. The Bank hereby waive all rights at any time in consistent with the terms of this Guarantee and the obligations of the Bank in terms thereof shall not be otherwise affected or suspended by reason of any dispute or dispute having been raised by the Tenderer (whether or not pending before any arbitrator, tribunal or court) or any denial of liability by the Tenderer stopping or preventing or purporting to stop or prevent any payment by the Bank to IITP in terms thereof.
03. We the said Bank, lastly undertake not to revoke this Guarantee during its currency except with the previous consent of IITP in writing and agree that any change in the constitution, winding up, dissolution or insolvency of the Tenderer, the said Bank shall not be discharged from their liability.

NOTWITHSTANDING anything contained above, the liability of the Bank in respect of this Guarantee is restricted to the said sum of Rs. _____ (Rupees _____ Only) and this Guarantee shall remain in force till _____ unless a claim under this guarantee is filed with the bank within 30 (thirty) days from this date or the extended date, as the case may be i.e. upto _____ all rights under this Guarantee shall lapse and the Bank be discharged from all liabilities hereunder.

In witness whereof the Bank has subscribed and set its name and seal hereunder.

Marking System

Technical Evaluation Parameters are as given under:

| STA GE | SN | Parameter | Evaluation Criteria | | | | Maximum Score |
|-----------|-----|---|---|--|---|---------------|------------------|
| | 1 | Average Annual Turnover for three financial years 2020-21, 2021-22 & 2022-23 | >Rs. 200 Cr & upto Rs. 300 Cr | 10 | | | 10 |
| | | | >Rs. 100 Cr & upto Rs. 200 Cr | 9 | | | |
| | | | >Rs. 54 Cr & upto Rs. 100 Cr | 7 | | | |
| | | | Upto Rs. 54 Cr | 5 | | | |
| | 2 | Valid ISO 9001:2015 Certification & Schedule 'A' Mini-Ratna or above | 5 marks for each criteria otherwise zero mark. | | | | 10 |
| | 3 | Employee strength in Organization (Year ending December 2022) | | | | | |
| | | Minimum Qualification: ➤ Bachelor's Degree in Engineering ➤ The Engineers and Architects required/mentioned should be Regular Employees on Permanent Pay roll of the bidder | a) Civil Engineers (Max 03 Marks) | Upto 15 Nos 16-20 Nos 21-25Nos > 25 Nos. | 0 Mark 01 Mark 03 Marks 05 Marks | | 10 |
| | | | b) Electrical Engineers (Max 02 Marks) | Upto 10 Nos 11-15 Nos. > 15 Nos. | 0 Mark 01 Mark 02 Marks | | |
| | | | c) Architects (Max 02 Marks) | Upto 02 Nos 03-05Nos. > 05 Nos. | 0 Mark 01 Mark 02 Marks | | |
| | | | d) Instru./Automation/Electronics/Computer Engineer (Max 01 Mark) | Above 01 Other wise 0 Mark | 01 Mark | | |
| | 4 | Experience of the firm | | | | | |
| | 4.1 | Cumulative value of Similar Projects Executed/completed (each project not less than Rs. 54 Crores) during last 05 years (ending 31-03-2023) (Max. marks is 20) | i) > Rs. 54 Cr. upto Rs. 100 cr. ii) > Rs. 100 Cr. Upto Rs 200 cr. iii) > Rs. 200 Cr. Upto Rs. 300 cr. iv) > Rs. 300 Cr. upto Rs. 400 Cr. v) > Rs. 400 Cr. Upto Rs. 500 Cr. vi) > Rs. 500 Cr. Upto Rs. 600 Cr. | 10 Marks 12 Marks 14 Marks 16 Marks 18 Marks 20 Marks | | 20 | |
| | 4.2 | Performance of works (Time overrun) pf work mentioned in minimum experience certificate. | | | | | |
| | | | ToR | Upto 1 | >1 and upto 2 | >2 and upto 3 | > 3 |
| | | 1. Without levy of compensation | Marks | 20 | 15 | 10 | 10 |
| | | 2. With levy of compensation | | 20 | 5 | 0 | (-5) |
| | | 3. Levy of compensation not decided | | 20 | 10 | 0 | 0 |
| | | ToR = $\frac{\text{Actual time}}{\text{stipulated time}}$ | | | | | |
| | 4.3 | Performance on works (Quality of Project work mentioned in eligibility criteria) | | | | | |
| | | 1. Very Good & above | | | | | 20 |
| | | 2. Good | | | | | 15 |
| | | 3. Fair/ Satisfactory | | | | | 10 |
| | | 4. Poor | | | | | 0 |
| | 4.4 | Proposed QAP for approval (Quality Assurance Plan) 5 marks for its submission otherwise zero mark. | | | | | 5 |
| | 4.5 | Proposed Planning of the Project 5 marks for its submission otherwise zero mark | | | | | 5 |

The bidders having more than 60% marks shall be eligible for Price bid opening. A draft scoring as per above may also be submitted by the bidder enclosing with necessary documents in support of parameters. Certificate by authorized representative in support of point no. 03 should be submitted in addition to other certificate.

PERFORMANCE GUARANTEE

1.

BANK GUARANTEE BOND

In consideration of the Registrar, IIT Patna (Indian Institute of Technology Patna) having agreed under the terms and conditions of agreement No. _____ dated _____ made between _____ and _____ (hereinafter called "the Project Management Consultant (PMC)") for the service _____ (hereinafter called "the said agreement") having agreed to production of a irrevocable Bank Guarantee for ` _____ (Rupees _____ only) as a security/guarantee from the PMC for compliance of his obligations in accordance with the terms and conditions in the said agreement, we _____ (hereinafter referred to as "the Bank") hereby undertake to pay to the _____

(Indicate the name of the Bank)

Indian Institute of Technology, Patna/Government an amount not exceeding ` _____ (_____ only) on demand by the Indian Institute of Technology Patna/Government.

2. We _____ do hereby undertake to pay the amounts due and payable

(Indicate the name of the Bank)

under this Guarantee without any demure, merely on a demand from the Registrar, IIT Patna (Indian Institute of Technology Patna) stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding ` _____ (Rupees _____ only).

3. We, the said bank further undertake to pay to the Registrar, IIT Patna any money so demanded notwithstanding any dispute or disputes raised by the PMC in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the PMC shall have no claim against us for making such payment.

4. We _____ further agree that the guarantee herein contained shall

(Indicate the name of the Bank)

remain in full force and effect during the period that would be taken for performance of the said agreement and that it shall continue to be enforceable till all the dues of the Indian Institute of Technology Patna/Government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer-in-charge on behalf of the IIT Patna certified that the terms and conditions of the said agreement have been fully and properly carried out by the said PMC and accordingly discharges this guarantee.

5. We _____ further agree with the Registrar, IIT Patna that the IIT Patna

(Indicate the name of the Bank)

shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said PMC from time to time or to postpone for any time or from time to time any of the powers exercisable by the Indian Institute of Technology Patna/government against the said PMC and to forebear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said PMC or for any forbearance, act of omission on the part of the government or any indulgence by the Registrar, IIT Patna to the said PMC or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the PMC.

7. We _____ lastly undertake not to revoke this guarantee except with

(Indicate the name of the Bank)

the previous consent of the Registrar, IIT Patna in writing.

8. This guarantee shall be valid up to _____, unless extended on demand by Registrar, IIT Patna. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to ` _____ (` _____ only).

Dated _____ the _____ day of _____

for _____
(Indicate the name of the Bank)

Annexure –L

Payment Schedule for PMC

Job:- Construction of a Boys Hostel along with mess and associated works at IIT Patna.

| Sl. No. | Work Stage | Percentage OF PMC Fee | Remark |
|---------|---|-----------------------|--------|
| 1 | On approval of Architectural concept Plan of the Buildings and Preliminary Cost estimate by IITP. | 10% of PMC Fees | |
| 2 | On preparation and submission of tender documents and detail estimates. | 5% of PMC Fees | |
| 3 | On award of works to contractor and start of onsite office with Manpower | 10% of PMC Fees | |
| 4 | On preparation and submission of Working Drawings | 10% of PMC Fees | |
| 5 | Installments during execution of the Project (Prorate basis). | 60% of PMC Fees | |
| 6 | On completion of defect liability, submission of as built drawings, project closing report | 5% of PMC Fees | |

No separate security deposit shall be deducted beyond above.

- Sd –
Head of Department
Institute Work Department
IIT Patna