

## Invitation of Bids from Agencies Eligible under GFR 133(3)

For

### PROVIDING COMPREHENSIVE DESIGN, ENGINEERING AND PROJECT MANAGEMENT CONSULTANCY (PMC) SERVICES FOR CONSTRUCTION & DEVELOPMENT OF STUDENTS HOSTELS AND FACULTY APARTMENTS AT IIT (BHU) VARANASI

Indian Institute of Technology (BHU), Varanasi invites On-line tenders in two bids system from Central Public Sector Undertakings (CPSUs) eligible as per GFR, 2017 u/s 133 (3) for **Comprehensive Design Engineering, Construction & Development of Students' Hostels and Faculty Apartments** at IIT(BHU), Varanasi. The PMC Agency shall be selected /Appointed on the basis of Quality-cum-cost based selection system (QCCBS) as defined in the tender documents:

#### Important Instructions

1	Employer	:	The Registrar. IIT(BHU), Varanasi
2	Estimated Cost of Project	:	Rs 147 Cr.
3	Completion Time	:	30 Months
4	Cost of Tender Documents. In Form of DD/NEFT/RTGS Payable to The Registrar, IIT(BHU) payable at Varanasi	:	Rs 11800 (Rs10000/- plus GST @18%)
5	Bid Security in the form of Bank Guarantee	:	Rs 14.7 lac

**Time schedule for various tender related events:**

<b>Published Date</b>	<b>17-10-2019 (05:00 PM)</b>
<b>Bid Document Download Start Date</b>	<b>17-10-2019 (05:00 PM)</b>
<b>Clarification Start Date</b>	<b>17-10-2019 (05:00 PM)</b>
<b>Clarification End Date</b>	<b>31-10-2019 (05:00 PM)</b>
<b>Bid Submission Start Date</b>	<b>17-10-2019 (05:00 PM)</b>
<b>Date of Presentation</b>	<b>18-11-2019 (03:00 PM)</b>
<b>Bid Document Download End Date</b>	<b>07-11-2019 (04:00 PM)</b>
<b>Bid Submission End Date</b>	<b>07-11-2019 (04:00 PM)</b>
<b>Technical Bid Opening Date</b>	<b>08-11-2019 (04:30 PM)</b>
<b>Date of Opening of Financial Bid</b>	<b>Will be intimated later</b>
<b>Address For Presentation if scheduled</b>	<b>Committee Room, Ground Floor, Admin Building, IIT(BHU) Varanasi</b>
<b>Address For Communication</b>	<b>Registrar, Indian Institute of Technology (Banaras Hindu University), Varanasi - 221005, U.P., INDIA E-mail: <a href="mailto:registrar@itbhu.ac.in">registrar@itbhu.ac.in</a></b>

**Employer / Owner reserve the right to accept or reject any or all tenders without assigning any reason thereof**

**Tender Ref. No: IIT (BHU)/IWD/2019-20/1377, dated 17.10.2019**

**Tender inviting Authority: Registrar, IIT (BHU) Varanasi**

## BID DOCUMENT

FOR

### SELECTION OF PROJECT MANAGEMENT CONSULTANT (PMC) for Providing Comprehensive Design, Engineering and Project Management Consultancy (PMC) Services for Construction & Development of Students' Hostels and Faculty Apartments at (BHU), Varanasi

#### Information to Bidders (ITB)

1.0 **The Registrar, IIT (BHU), Varanasi** is willing to engage the services of Project Management Consultant (PMC) from amongst Central Public Sector Undertakings (CPSUs) / PWOs, eligible as per GFR, 2017 u/s 133 (3) for Comprehensive Design, Engineering, Construction & development of **Students' Hostels and Faculty Apartments at (BHU), Varanasi**. The Institute will select the PMC on the basis of Quality-cum-cost based selection system (QCBS). The estimated cost of the proposed Student Hostels and Faculty Apartments is Approx. Rs. 147 Cr.

#### 2.0 Definitions

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

2.1 'Owner shall mean **The Registrar, IIT (BHU), Varanasi** and shall include their legal representative, successor and permitted assigns.

2.2 PMC ' shall mean the Project Management Consultant engaged by the Owner.

- 2.3 'Completion' shall mean that the work on any project phase is complete and is suitable for its intended use.
- 2.4 "Authorized Representative' shall mean the representative of Project Management Consultant.
- 2.5 'Projects' shall mean '**Construction & Development of Students' Hostels and Faculty Apartments at (BHU), Varanasi**'.
- 2.6 'Services' shall mean the Comprehensive Design, Engineering and Project Management Consultancy services to be rendered by the PMC.
- 2.7 '**Contractor**' means the contractor or contractors or suppliers or agencies employed by the Executing Agency for the work or any connected work, including the Executing Agency itself in case any work is done directly by the Executing Agency.
- 2.8 "**Completion**" means when the Building(s)/Structures(s) are complete in all respects along with associated services i.e. ready to occupy and are actually handed over to the Employer.
- 2.9 "**CTE**" means Chief Technical Examiner.
- 2.10 "**CVC**" means Central Vigilance Commission, Government of India.
- 2.11 "**CAG**" means Controller Auditor General, Government of India.

### **3.0 Eligibility Criteria:-**

3.1 As per clause 7.1 of this document.

### **4.0** The broad scope of the works / Terms of reference shall be:

- i. **Construction & Development of Students' Hostels and Faculty Apartments** by following all relevant building byelaws.
- ii. Design and Engineering of the project including civil, architectural, Structural, Plumbing, Electrical, HVAC, Lab Equipment, Furniture & IT Networking.
- iii. Obtaining statutory approvals for design and drawings wherever applicable.

- iv. Project Management and Construction supervision as per design requirements by calling tender for Appointment of Contractor and follow CVC guidelines.
- v. Obtaining completion / occupancy certificate if applicable.
- vi. Handing over the facilities to Owner.
- vii. Maintenance of building / campus during the defect liability period of 12 months from date of handover.

## **5.0 Bid Conditions:**

- 5.0 The estimated cost of the project is Rs 147 Cr. and duration is 30 Months. The Bidders shall provide their services as PMC for a period of 30 Months or till the completion of the project whichever is later.
- 5.1 Owner /Employer reserves to itself the authority to reject any or all of the bids received and changes the scope of the work without assigning any reason. The Owner also reserves the right to itself to terminate the bidding process at any stage without assigning any reason.
- 5.2 The offer, in which any of the prescribed conditions is not fulfilled or where the bidder puts any condition including that of conditional rebate, shall be liable to be summarily rejected.
- 5.3 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.
- 5.4 The offer shall remain open for acceptance for a period of 180 days from the date of opening of 'Bids'.
- 5.5 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.
- 5.6 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 themselves of local conditions and take these into account while preparing their bids.

## **6.0 Submission of Bid:**

Financial Bid to be submitted on the date mentioned above.

The Agency charges all inclusive but excluding GST for Providing Comprehensive Design Engineering and Project Management Consultancy (PMC) Services shall be quoted in terms of Fee both in figure & in words duly signed by the Authorized Signatory to be indicated in the prescribed format provided. GST as applicable shall be paid extra.

Owner shall reimburse/ pay all expenditure related to obtaining statutory clearances of the project as per actual including registration charges (if any) with concerned authority.

**7.0 Evaluation Criteria:**

Combined Quality cum Cost Based System (QCBS) as detailed elsewhere in the tender.

**7.1 Minimum Eligibility Criteria:** The Agencies who fulfil the following minimum eligibility requirements shall be eligible to apply.

**7.1.1** Should have satisfactorily completed the works as mentioned below during the last Ten years ending previous day of last date of submission of tenders.

Three similar works each costing not less than 40% of the estimated cost of the project

Or

Two similar works each costing not less than 60% of the estimated cost of the project

Or

One similar work costing not less than 80% of the estimated cost of the project.

Similar works means experience in Providing Comprehensive Design Engineering and Project Management Consultancy (PMC) Services for **Hostels and Residential Buildings**.

**7.1.3** Average annual financial turn over should be at least 5 times the estimated cost of proposed project during the immediate last 3 consecutive financial year.

**7.1.2** The agency should not have suffered losses during last 5 financial years.

**7.1.4** Any Public Sector Undertaking set up by the Central Govt to carry out Civil or Electrical works as per GFR clause 133(3) can participate in the bid. Other Central Govt Organisation / PSU notified the Ministry of Urban Development for such purpose can participate in the bid. Memorandum of Agreement to be submitted along with the tender as documentary evidence for this purpose.

**7.1.5** Agencies that are debarred or blacklisted by any Govt Departments are not eligible to participate in the tender. A Certificate is to be submitted along with the bid by the bidders to the effect that they are not debarred or blacklisted by any Govt Department. In case if it is found at later stage that the

bidders is a blacklisted company declared by any Govt Department than the works may be withdrawn and EMD / bid security shall be forfeited.

**7.2 Evaluation of Technical bid**

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

S. No.	Criterion	Evaluation Criteria
<b>A.</b>	<b>Technical Manpower</b>	<b>20 marks</b>
(i)	Presence of in-house professionally qualified staff in the PSU in indicative categories	
(ii)	Civil Engineers	<b>Max. 10 marks</b> Civil Engineers (Min. Qualification - B. Tech) <ul style="list-style-type: none"> <li>• 301 and Above : 10 marks</li> <li>• Between 101 to 300 Engineers: 07 marks</li> <li>• Between 50 to 100 Engineers : 5 marks</li> </ul>
(iii)	Electrical Engineers	<b>Max. 5 marks</b> Electrical Engineer (Min. Qualification-B. Tech) <ul style="list-style-type: none"> <li>10 and Above : 5 marks</li> <li>Between 1 to 9 Engineers: 3 marks</li> </ul>
(iv)	Architect on roll	<b>Max. 5 marks</b> Architect (Minimum Qualification – B. Arch) <ul style="list-style-type: none"> <li>• 05 and Above : 5 marks</li> <li>• Between 01 to 04 Architects: 3 marks</li> </ul>
<b>B.</b>	<b>Methodology , Understanding of Project and presentation on Concept Design (based on the presentation made before TEC)</b>	<b>25 Marks</b>

<b>C.</b>	<b>Past Experience of the PSU</b>	<b>30 marks</b>
i	Experience in similar works during last seven years : Projects successfully completed	Max.10 marks i) 06 Marks (60% marks) for minimum eligibility criteria ii) 10 Marks (100% marks) for twice or more the minimum eligibility criteria or more.
ii	Navratna and above / Schedule A/ Mini Ratna / Schedule B/ Mini Ratna	05 Marks for (Navratna & above)  03 Marks for (Schedule A Mini Ratna,) 02 Marks for (Schedule B/ Mini Ratna)
iii	No. of years in the relevant operational area	i) 05 Marks for more than 50 years ii) 03 Marks for experience between 25 up to 50 years iii) 02 Marks for experience between 10upto 25 years
iv	MOU Rating of the PSU  MOU Rating for the last five years.	Max. 05 marks  Excellent:- 5 marks  Very Good / Good:- 3 marks
v	Experience in Green Building	05 marks  At least single project successfully completed with 04 Star GRIHA/Gold LEED rating
<b>D</b>	<b>Financial Capability</b>	<b>25 marks</b>
i)	Average Annual Financial turnover in last five financial Years.	Max.15 marks  i) 09 Marks( 60% marks) for minimum eligibility criteria  (ii) 15 Marks (100% marks) for twice the minimum eligibility criteria or more.
ii)	Average Annual Profit (PBIDT) in	Max. 5 marks



	last three financial years	Between Rs. 50 – Rs. 100 Cr: 2 marks Between Rs. 100 – Rs. 300 Cr: 3 marks Above Rs. 300 Cr: 5 marks
iii)	Net worth as on 31 <sup>st</sup> March of previous Financial Year	Max. 5 marks Above Rs. 1000 Cr: 5 marks Between Rs. 500 – Rs. 1000 Cr: 3 marks Between Rs. 100 – Rs. 500 Cr: 2 mark
	Total	<b>100 Marks</b>

- a) The Technical Evaluation shall be carried out based on the documents submitted by the bidder for technical bid.
- b) The evaluated Bid will be given a **Technical Score (TS)**. The minimum technical score required to qualify technical evaluation (Stage – I) is 60%. A bid will be considered unsuitable and will be rejected at this stage if it fails to achieve the minimum technical score. OWNER will notify bidders who fail to score the minimum technical score about the same and the Financial Bids of such failed bidders will not be opened.
- c) Owner will notify the bidders who secure the minimum qualifying technical score, indicating the date and time set for opening of the Financial Bids. The notification may be sent by registered letter, facsimile, or electronic mail.

### 7.3 Opening and Evaluation of Financial Bid

The Financial Bids will be opened only of those bidders who secure 60% marks and above in technical bid (Stage –I). The cost indicated in the Financial Bid shall be deemed as final and reflecting the total cost of services and should be stated in % only. The financial bid is excluding GST under the Applicable Law of the land.

#### 7.4 Award of contract:

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

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

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

$FS = 100 \times (FL/F)$  Where,

'FS' is the financial score of an applicant,

'FL' is the lowest Financial Proposal among all and

'F' is the financial proposal of the particular applicant.

- iii) For the purpose of calculation of **Composite Score (S)** for each bidder, the weightage shall be 80 % for the Technical Score (Stage - II) (TS) and 20% for Financial Score (FS) of the respective applicants. The Composite Score shall be calculated using the following formula:  **$S = TS \times 0.80 + FS \times 0.20$** .

Tenderers will be ranked accordingly to their **Composite Scores** and will be listed in the order of merit as H 1, H 2 and H 3 and so on. The top scorer H 1 would be eligible for award of work.

#### 8.0 Terms & Conditions of Engagement:

##### 8.1 RESPONSIBILITIES OF THE PMC

- a. Subsequent to signing of the agreement, the PMC shall take possession of all encumbrances free site from the Employer and shall nominate a responsible Engineer for execution of the project under intimation to the Employer .
- b. The planning, designing of the project shall be done by the PMC. The PMC shall prepare detailed estimates, detailed architectural scheme and service drawings required for execution of the Project after getting the concept and specifications approved from Employer. While

detailing the scheme, PMC shall provide only those requirements, which can be accommodated within approved estimated cost, as per priority decided mutually between the Employer & the PMC.

- c. PMC shall prepare preliminary estimates of cost of the various items of work as required by Employer on CPWD plinth area rates (where ever applicable) enhanced by the cost index of the area and market rate analysis for items which are not included in CPWD, PAR, to be worked out as per standard methods.
- d. PMC shall execute the works at sanctioned cost inclusive of agency charges for project management and planning, designing, consultancy services. In case at detailed design/ execution stage, if there is an increase in this anticipated cost, the Execution Agency shall submit the details of the same with the supporting documents and technical/ administrative justification to the Owner.
- e. PMC shall prepare the tender documents comprising the technical specification BOQ, General Terms and Conditions, Special Conditions etc. for inviting tenders and appointing contractors.
  
- f. The PMC shall invite the open tenders or tenders from the short listed pre-qualified contractors/agencies meeting prequalification criteria for different packages for completion of the project.
  
- g. PMC shall be wholly responsible for any observations/ comments/ defects pointed out by C.T.E/C.V.C/C.A.G in the planning & procedures of execution of this project.
  
- h. PMC shall be fully responsible for the timely completion, the quality and structural safety of the construction.
  
- i. Any defects discovered and brought to the notice of the PMC during the period aforesaid shall be rectified by the contractor appointed by the PMC. PMC shall ensure that in the event of the failure on the part of the Contractor, the same may without prejudice to any other rights available to it in law, be rectified by the PMC at the cost and expense of the Contractor.
  
- j. The PMC shall unless otherwise specified be fully responsible for procurement of all materials and services for the Construction activity.
  
- k. During the various stages of execution, PMC shall submit monthly progress reports with site photographs.
  
- l. PMC shall utilize the contingency @ 3% as included in the cost estimates for the unforeseen in the project and can not be used for the expenses to meet work-charged establishment, staff salary , construction of site office, engagement of watch & ward staff, material testing, etc.

## **9.0 RESPONSIBILITIES OF THE EMPLOYER**

- 9.1 The Employer shall demarcate and make available the site for individual project free of all encumbrances or charges. However, PMC agency will make all communications to obtain approval for fire safety and from forest departments etc. to clear the site.
- 9.2 The Employer shall exercise its responsibility as the Owner of the Project by signing the drawings required for Statutory Authorities and also by giving necessary authorization to PMC to secure approvals from local bodies of statutory authorities for the planning, construction as contemplated in this agreement from time to time. However, the Employer/Owner shall help the PMC to the extent of writing letters to local bodies regarding getting such approvals.
- 9.3 Employer or any person authorized by them may inspect and check the 'Construction Work' from time to time to see that the project / various buildings are being constructed as per drawings & specifications as provided in the approved Estimate. If during the inspection, any defects or variation without the written request of the Employer/ Owner are found shall be rectified by the Execution agency at their own cost.
- 9.4 Employer shall release the funds/payments promptly to ensure that the progress of work should not hamper due to non-availability of fund.
- 9.5 Employer shall make all the statutory payments to the local Government or any other statutory body or bodies relating to the project.

## **10.0 PAYMENT TERMS**

- 10.1 PMC shall work on EPC Mode basis under Higher Education Funding Agency (HEFA) guidelines for this project on behalf of Employer and shall be paid the actual cost of work plus the quoted Fee thereon for Project Management, Supervision, and Services including Architectural Services for planning, designing, and Consultancy Services excluding GST. The GST as applicable on implementation of works shall be charged to Project cost.
- 10.2 The expression 'actual cost of works' shall include the following:
  - a) All the final payments made to the contractor(s), supplier(s), agency as agreed upon in the tender for the construction of all the buildings, services, related facilities etc.

- b) All costs of materials acquired for the project and used on the work, either directly or through the contractor(s) including storage charges, carriage and any other incidental charges connected with such materials but excluding the material not incorporated or not handed over to the Owner.
- c) Actual cost of site survey, soil testing charges, laboratory charges for testing of any material, manufactured or built items including the cost of cartage of samples to and from the laboratory.
- d) The cost towards vetting of design/drawings from any reputed/IIT Institute and/or their services for consulting any matter concerning the project.
- e) All liabilities of the PMC payable to the contractors/ Sub-Contractor, suppliers and other agencies to the extent these falls within the definition of actual cost as may be left outstanding at the time of payment of final bill provided they have been accepted by the PMC as balance payment against final bill of these agencies.
- f) GST shall be reimbursed to the Executing Agency. Any other tax levied by Govt. after signing this agreement is to be paid extra.
- g) All liabilities arising out of any court decree or arbitration award and /or any additional costs transpiring due to the direction of any Court/tribunal /statutory body and/or any other legal costs including but not limited to the cost of hiring advocates, getting legal opinions, filing of pleadings etc. for the purpose of initiating on behalf of, or defending, itself or the owner in any suit or arbitration, in respect of any dispute arising out of the Project works done or to be done and/or freeing the site of all encumbrances and/or charges.

This Sub-Clause only addresses disputes/arbitrations/suits with any or all of the Contractors or any other person(s) body/authority. Nothing in this Sub-Clause shall be construed to cover any disputes/arbitrations/suits between the Owner and the PMC, in which case, each party shall bear its own costs.

The parties hereto understand and agree that although these costs will come under actual costs and therefore be borne by the Owner, the same shall not be taken into account for the purpose of calculating the Agency charges except for such costs which as a result of an order/judgment/decreed have resulted in some form of addition or variation in the Project work.

10.3 The actual final cost of work shall not include:

- a) Cost of land.
- b) Cost paid by the Owner to local Government or any other statutory body or bodies for getting approvals for the project etc.

10.4 The payments by the Owner shall be made by transfer of funds in a bank account of PMC or through Demand Draft/Cheque or e-Transfer.

10.5 The Employer shall give initial deposit of 10% (Ten percent only) or as accepted by HEFA interest free advance of the estimate cost on signing of the Agreement. This initial deposit would be retained for adjustment against the last portion of the estimated expenditure.

10.6 The Employer will further give 10% (Ten percent only) or as accepted by HEFA interest free advance of the awarded cost at the time of award of work to the contractor. PMC will recover this advance from the contractor from each running bill from the first running account bill of the contractor.

10.7 Bank interest accrued on the deposits/advance shall be pass on to the Owner.

10.8 The PMC shall give their monthly reimbursement bill along with their expenditure claim (including agency charges) duly certified by a representative of PMC on the project, for reimbursement of expenditure incurred. The Employer shall release the payment within 15 days of submission of invoices/reimbursement bill by the PMC. On completion of work, the accounts of the works shall be closed and a final statement shall be submitted for settlement along with refund of excess deposit received, if any, audited by a Chartered Accountant.

## **11.0 COMPLETION OF THE PROJECT**

11.1 The date of start of the work shall be reckoned from the 15<sup>th</sup> day after the payment of advance or the date of handing over the encumbrance free site or sanctioned of estimate or approvals of Drawings by the statutory authorities whichever is later.

11.2 The work shall be completed in all respect within a period of **30** months in accordance with the mutual agreement decided upon from the date specified in Clause 11.1 above.

11.3 The PMC shall ensure observance of all labour and other laws applicable in the matter and shall indemnify and keep indemnified the owner against effect of non-observance of any such laws.

- 11.4 The PMC shall submit completion report with drawings and maintenance schedules to the Owner within 60 (Sixty) day of completion of work.
- 11.5 The defect liability period of this project shall be 12 months after completion of work or taking over of building whichever is earlier. PMC shall be responsible for satisfactory rectification of defects.

## **12.0 LIQUIDATED DAMAGES**

- 12.1 PMC shall be required to complete the construction of project within the period stipulated in this MOU. In case of delay, which may occur due to the reasons beyond the control of PMC, PMC would approach the Owner with full details for extension in time limit for completion of the works.
- 12.2 In case, completion of the project is delayed due to reasons solely attributable to the contractors/Agencies/Suppliers engaged for the project by the PMC, the PMC shall impose liquidated damages @ 0.50 % (Zero point Five zero percent) on awarded contract value for each week of delay subject to a maximum of 10% (ten percent) of the awarded contract value and the benefit shall be passed on to the Owner.
- 12.3 If the delay in completion is solely attributable to the PMC, the PMC shall be liable to pay as damages to 'Owner ' a sum calculated @ 0.10% (Zero point One zero percent) of the Agency Charges for the balance work for each month of delay, subject to a maximum of 5% (Five percent) of the Agency Charges.
- 12.4 In case the project is delayed due to reasons not attributable to PMC beyond the time as mutually decided as per clause 11.2 above, PMC shall be entitled for extra payment of staff salaries and overhead on actual basis beyond the time initially decided mutually as per clause 11.2 above. This shall in addition to agency charges payable to PMC in clause no. 10.1 above.
- 12.5 The PMC shall be fully responsible to defend any suits or arbitration cases arising out of project in connection with the work between the PMC and its Contractor(s).

- 12.6 Any compensation levied by the PMC due to non-fulfilment of any clause of the contract by the contractor or any such recovery from the contractor for bad work or any other reasons whatsoever shall be passed on to the Owner .

### **13.0 FORCE MAJEURE**

The PMC shall not be considered in default if delay in completion of the work occurs due to cause beyond its control such as acts of God, natural calamities, civil wars, fire, strike, frost, floods, riots and acts of unsurpassed power. The PMC shall notify 'Owner' in writing within ten days from the date of such occurrence. In the event of delay due to such causes, the completion schedule will be extended for a length of time equal to the period of force majeure. Any expenditure incurred by the PMC during the period of force majeure shall be reimbursed by the Employer/Owner. In case of closer of work due to the force majeure, any liabilities towards contractor and/or expenditure of the PMC shall be payable by the Employer .

PMC shall not hold responsible any contractor/ agency for the delay/ stoppage of work due to force majeure conditions like natural calamities, civil disturbance, war, etc. and for losses suffered if any, by the Employer on this account. Suitable force majeure clause shall be incorporated in all the agreement entered into by the PMC with the contractors/ agencies.

### **14.0 ARBITRATION**

- 14.1 In the event of any disputes or difference relating to the interpretation and application of the provisions of the contracts, (whether during the progress of the works or after their completion) the same shall be settled amicably through mutual discussions or shall be referred by either party to the arbitration of one of the arbitrators in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in charge of the Bureau of Public Enterprises. The Arbitration Act, 1996 shall not be applicable to the arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Govt. of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary / Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the parties finally and conclusively. The parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

- 14.2 All Arbitration award(s) / court decree(s) in the favour of the contractor (s) shall be borne by the 'Owner / Employer '. However PMC shall not be paid any fee on such Arbitration award(s)/ court decree(s) in the favour of contractor(s). The cost of any arbitration award or the cost as a



result of any direction of any court in respect of the work done or to be done shall be borne and paid by the Employer.

- 14.3 The Arbitration/ Court cases shall be contested by PMC on behalf of the Owner and necessary fees and expenditure shall be borne and paid by the Owner .

## **15.0 JURISDICTION**

This Award of work / agreement is subject to the jurisdiction of **Varanasi/Delhi** only.

**LETTER OF TRANSMITTAL**

From:

To,  
Registrar,  
IIT (BHU),  
Varanasi

**Sub: Financial Bid for Comprehensive Design, Engineering and Project Management Consultancy Work for Construction and Development of Students Hostels and Faculty Apartments at IIT (BHU) VARANASI.**

Sir,

Having examined the details given in bid document for the above work, I / We hereby submit the 'Bid'. I/We hereby agree with the terms & conditions mentioned in the bid document.

Yours faithfully,

(Signature, name and Designation of authorize person  
with complete address of CPSU / PWO)

(Please affix seal)

**Details about Bidding Agency**

S. No.	Particulars		
1.	Full name of the Bidder PSU (In capital letters)		
2.	Full address of the Bidder PSU		
3.	(A) Telephone No. (B) Fax No.		
4.	Names and details of the Authorized Signatory of this NIT (Address, contact telephone Number, Mobile number, FAX No., Email ID)		
5.	Has the bidder PSU been black listed by any organization? If so, attach the details of the same.		
6.	PAN :		
7.	TAN :		
8.	GST registration No.:		
9.	MOU Ratings for the past Five years.		
10	Green Building Experience		
11.	No. of full time employees for the organization	Graduate Engineers	Supporting Staff (Technical)
12	<b>Proof of Agencies that they are notified as Public Works Organisation (PWO) / set up to carry out civil of electrical woks and notified by the Ministry of Urban Development and are eligible for bidding.</b>	Attached herewith at -----	

13	Financial strength of the Organization for the last 5 years. Attach photo copies audited balance sheets.				
Turnover (IN CRORES)	2011-12	2012-13	2013-14	2014-15	2015-16
Net Profit (After tax) (IN CRORES)	2011-12	2012-13	2013-14	2014-15	2015-16

Attach attested copies of all the documents in support of above mentioned points.

9. It is hereby certified that ----- (The bidding PSU herein) has never been black-listed by Central/ State governments/ PSUs.

10. It is hereby submitted that all the terms and conditions of this NIT are acceptable to the Bidder PSU.

I hereby certify that the above-mentioned particulars are true and correct.

Signature of Authorized Signatory.  
Name of Authorized Signatory  
PSU Stamp

**Details of personnel**

S. No.	Category	No. of persons
<b>1</b>	Graduate Engineers - Civil - Electrical - Architect	
<b>2</b>	Supporting Staff (Technical)	
	<b>TOTAL</b>	

Signature of Authorized Signatory.  
Name of Authorized Signatory  
PSU Stamp

**Details of Works / Projects executed during last Seven years**

S. NO.	NAME OF OWNER DEPARTMENT	NAME OF PROJECT	EXACT LOCATION /SITE OF THE PROJECT	APPROVED COST OF PROJECT (in lakhs)	DATE OF COMMENCEMENT OF PROJECT	TIMELINE FIXED FOR COMPLETION	ACTUAL DATE OF COMPLETION	FINAL COST OF PROJECT (in lakhs)	IS THERE ANY DISPUTE / LEGAL CASE/ARBITRATION CASE PENDING IN RESPECT OF THE PROJECT	REMARKS

Signature of Authorized Signatory.  
 Name of Authorized Signatory  
 PSU Stamp

**Annexure V**

**Details of Network offices in Varanasi and surrounding Area**

S. No.	Location	No. of personnel		Details of Office Space	Details of Infrastructure
		Graduate Engineer	Supporting Staff (Technical)		
-----					
1				----- Sq. ft.	
2		3		Sq. ft.	

Signature of Authorized Signatory.

Name of Authorized Signatory

PSU Stamp

**Financial Bid**

From:

To,  
Registrar,  
IIT (BHU),  
Varanasi

**Sub: Financial Bid for Comprehensive Design, Engineering and Project Management Consultancy Work for Construction and Development of Students Hostels and Faculty Apartments at IIT (BHU) VARANASI.**

Dear Sir,

In response to bid document for the above work, we hereby quote our Fee in percentage (%) toward Project Management, Supervision, Services including Architectural Services for planning, designing, and Consultancy Services as per the scope defined in the tender documents as under:

S. No.	Particulars	In Figure	In Words
1.	Percentage of Fee for Project Management, Supervision, Services including Architectural Services for planning, designing, and Consultancy Services of the subject project	----%	

Note:-

1. PMC shall execute the work on "Deposit work basis" on behalf of Owner.
2. Fee is exclusive of GST which shall be payable on actual basis as applicable on submission of documentary evidence.

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

(Please affix seal)