INDIAN INSTITUTE OF TECHNOLOGY KHARAGPUR

INDIAN INSTITUTE OF TECHNOLOGY KHARAGPUR

KHARAGPUR, WEST BENGAL 721302

TENDER DOCUMENT

for

PROJECT MANAGEMENT CONSULTANCY (PMC) SERVICES

to

INDIAN INSTITUTE OF TECHNOLOGY

KHARAGPUR

FOR

Replacement, Revamping, Augmentation of Sewerage System including Sewerage Treatment Plants and Supply System of Recycled Water

NIT No. IW/CE/NIT/1920/114

Tender Serial No. _____ *Issued to:*

……

……

……

भारतीय प्रौद्योगिकी संस्थान खड़गपुर

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1. NOTICE INVITING TENDER

1.1. INTRODUCTION

Indian Institute of Technology (IIT) Kharagpur, hereinafter called IITKGP, IITKGP ***invites online bids from eligible bidders in TWO STAGES (i.e. Stage-I: Technical Bid and Stage-II: Price Bid)*** for Renovation of Project Management Consultancy (PMC) for Replacement, Revamping, Augmentation of Sewerage System including Sewerage Treatment Plants and Supply System of Recycled Water at the Kharagpur campus of IITKGP. Particulars of the project are as following.

1.2. PARTICULARS

1.NIT Number	NIT No. IW/CE/NIT/1920/114
2.Name of Work	Project Management Consultancy (PMC) for Replacement, Revamping, Augmentation of Sewerage System including Sewerage Treatment Plants and Supply System of Recycled Water at the Kharagpur campus of IITKGP
3.Location of Work	IIT Kharagpur Campus
4. Estimated Cost of Project for which PMC is sought	₹ 65 Crore (Rupees Sixty Five Crore)
5.Earnest Money Deposit	₹ 1,50,00,000/- (Rupees One Crore Fifty Lakh Only) *[Not mandatory for bidders registered under MSE category]*
6.Time Limit for Execution	3 years for Execution & 3 Years for Operation and Maintenance.
7.Tender Basis and Mode	Two stage(Technical Bid & Financial Bid)
8.Two Stage bidding	***In the first stage bidding, bidder should upload details of eligibility as per clause 1.3 of NIT.*** ***Then the eligible bidders will be called for a power point presentation (PPT).After the presentation Institute will upload the BOQ with the frozen specifications for participation of the qualified bidders.***
9.Mode of Payment to IITKGP (EMD)	i) Original Demand Draft/Pay Order or copy of valid registration certificate under MSE category has to be submitted physically at the office of SE(c) on or before the due date/extended date of submission of bid. & Scanned copy of Demand Draft/Pay Order/Registration under MSE category has to be uploaded on *https://eprocure.gov.in/eprocure/app* ii)Demand Draft/Pay order to be drawn in favour of IIT KHARAGPUR payable at Kharagpur.
10.Date, Time & Venue of Pre-bid Meeting	17.12.2019, 16:00hrs, CCM Meeting Room, 1st Fl, Old Bldg., IIT Kharagpur, Kharagpur-721302
11. Closing ***Bid receipt date & time for Stage-I (Technical bid)***	26.12. 2019 upto 15:00hrs
12. ***Date & Time for opening of Stage-1 (Technical bid)***	27.12.2019 at 15:30hrs

13. Date & Time for submission and opening of Stage-II (Price) Bid	***Shall be intimated to all successful bidders after opening of Stage-1 {Techno Commercial) Bid.***
14. Engineer-in-charge and contact details.	Mr. S.K. Biswas, Sr. Executive Engineer (Civil), Tel: 03222-282580 ,Mob: 7407139556 Email: skbiswas@adm.iitkgp.ac.in
15. Address for tender issue, submission and opening	Office of SE(C), 1st Floor, Old Building, IIT Kharagpur, Kharagpur WB 721302
16.Website for full and updated information	http://www1.iitkgp.ac.in/topfiles/tenders.php; *https://eprocure.gov.in/eprocure/app*
17. Website for tender submission & processing	*https://eprocure.gov.in/eprocure/app*

1.3. ELIGIBILITY CRITERIA

1.3.1. The bidder must be registered in appropriate class of works with Government organization like CPWD/ PWD/ MES or PSUs or those having experience in similar nature of works awarded by Government / Semi Government Organizations/ Government Funded Autonomous Organization.

1.3.2. The bidder must have done at least 1 (ONE) similar work of value of 80% of Rs.65 Crore **or** 2 (TWO) similar works for projects each of value 60% of Rs.65 Crore **or** 3(THREE) similar work for projects each of value 40% of Rs.65 Crore with Government/ Semi-government/PSU/ Government Funded Autonomous Organization during last **7 (seven) years** preceding last date of the month of tender submission.

Note:

(i) The estimated cost of Project for which PMC is sought is **₹ 65 Crore (Rupees Sixty Five Crore)**

(ii) The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum; calculated from the date of completion to the last date of receipt of applications for tender.

(iii) **Similar works shall mean:** Planning, design, engineering and / or construction of sewerage system.

1.3.3. The JV or consortium is allowed to bid if the lead partner on its own fulfill the eligibility criteria of work experience (1.3.2) and other eligibility criteria should be in the ratio of JV agreement.

1.3.4. The bidder must be registered with appropriate government authority as a bonafide business entity and must have GST registration certificate and Permanent Account Number of income tax.

1.3.5. The registrations and licenses should be valid during the execution phase.

1.3.6. Average annual turnover of the bidder as per ITCC or profit & loss statement shall not be less than 30% of the estimated cost, not having incurred loss in more than two years, during last 5 years ending 31 Mar 2019.

1.3.7. Bidder must hold solvency certificate from any scheduled banks for a minimum value of Rs.60 Lacs, issued not earlier than 6 (six) months from the last date of submission.

Sd/-

Chief Engineer

On behalf of the **Director, Indian Institute of Technology Kharagpur**

Copy to:

1) Registrar
2) SE(E&M/Civil)
3) Senior Executive Engineer (Civil/ E&M)
4) Executive Engineer (Civil/E&M)
5) Assistant / Junior Engineer (Civil/ E&M)
6) Notice Board
7) Office file

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INFORMATION TO BIDDERS

1.4. SCOPE OF WORK

1.4.1. IITKGP intends for Replacement, Revamping, Augmentation of Sewerage System including Sewage Treatment Plants and Supply System of Recycled Water for the entire Kharagpur campus. IITKGP intends to appoint a PMC for the intended infrastructure project.

1.4.2. The PMC shall plan, design, construct and manage the above infrastructure project to ensure applicable standards as laid down in the design, drawings and detailed submittals mutually agreed upon by both the parties, successful completion and handing over of unit by unit basis to IITKGP.

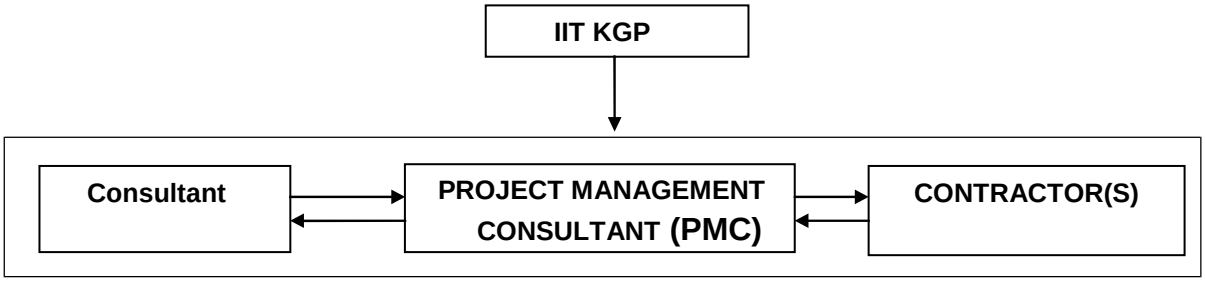
1.4.3. PMC shall ensure the quality and standard of planning, design, drawings, materials, workmanship, safety, health, environment and progress of the project with day to day involvement, action, inspection, supervision, control and management of the project.

1.4.4. PMC shall ensure to IITKGP the detailed Planning, Designing and Construction of the project under the relevant regulations of the Government of India following the CPHEEO Manual and related Bye-laws and maintain accounting and auditing procedures under the Indian Accounting Standards;

1.4.5. Constraint: The job needs to be executed inside the campus without causing any disturbances to the normal functioning of campus activities. Consideration for exhaustive temporary bye-pass arrangements shall be required during planning, design and execution to facilitate uninterrupted services to the users in the campus.

1.4.6. The PMC shall work out execution sequence and methodology so as to complete the project within the envisaged time and the estimated cost, duly handling the constraint mentioned above.

1.4.7. Model Structure for PMC Interface:



1.4.8. The Successful Bidder is required to enter into a Consultancy Agreement with IITKGP and the draft of the same is set out at Annexure(s) II.

1.5. GENERAL INSTRUCTIONS

1.5.1. Bidding documents are to be obtained electronically through websites: http://www1.iitkgp.ac.in/topfiles/tenders.php; *ii)https://eprocure.gov.in/eprocure/app*

1.5.2. **This bid document shall be read in conjunction with GCC (General Conditions of Contract) available on http://www1.iitkgp.ac.in/topfiles/tenders.php.**

1.5.3. The bidder shall visit and inspect the site and obtain all information on his own responsibility and at own cost, which may be necessary for the purpose of quoting and submitting the tender. No excuse or ignorance as to site conditions and local information shall be accepted after awarding of the contract. Access to the site will be granted by the Engineer-in-charge on all working days within working hours.

1.5.4. IITKGP shall not provide any space for setting up the establishment for the PMC.

1.5.5. All clarifications about the tender shall be sought by bidder on or before pre-bid meeting. The bidders may make suggestions which shall be considered during the Pre Bid Meeting. Intending bidder(s) may also send their queries or suggestion, if any, through e-mail to the Engineer-in-charge on skbiswas@adm.iitkgp.ac.in on or before 17.12.2019, 15:30hrs. No queries shall be entertained after notification of replies to noteworthy queries received till the date of pre-bid meeting.

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1.5.6. Completion certificate issued by Competent Authority will only be considered as credential. If the Completion certificate issued by Competent Authority does not reflect the type of work, then Final bill / Schedule of Quantity of the qualifying works also to be attached along with the Completion certificates. Certificate from private individuals / organizations for whom such works have been executed shall not be accepted.

1.5.7. The bidding document (consisting of specifications, the schedule of quantities of various types of items to be executed, the set of terms and conditions of the contract and other documents / drawings, if any), Addendum/Corrigenda, Clarifications to Pre-bid queries can be downloaded from the websites: i)http://www1.iitkgp.ac.in/topfiles/tenders.php; *iii)https://eprocure.gov.in/eprocure/app*. Corrigenda, if any shall be published only on these websites *at any time before the closing time of tender.* The institute shall not be responsible for any delay / difficulties / inaccessibility of downloading facility for any reason what so ever. *The tenderers who have downloaded the tender documents from website must visit the website and ensure that such addendum(s)/corrigendum(s) (if any) is also downloaded by them. This shall be the responsibility of the prospective registered bidders to check the web site for any such corrigendum/addendum before closing time of tender and ensure that bid submitted by them are in accordance with all the corrigendum's/addendums.*

1.5.8. All costs, charges & expenses that may be incurred in connection with the preparation of his tender shall be borne by him and the Institute accepts no liability whatsoever therefore.

1.5.9. Rates quoted by the bidders shall be inclusive of GST (Goods and Services Tax - Central, State and Interstate) and all applicable taxes. Income Tax and all other statutory deductions like labour cess etc. will be deducted from the bill as per prevailing rules.

1.5.10. Exemption to IITKGP against any tax/ duty/ fee/ surcharge/ charge/ cost, if any, found applicable or sought later from IITKGP after award shall be passed on to IITKGP by the contractor without dispute.

1.5.11. IITKGP reserves the right to reject any or all of the bids without assigning any reason.

1.5.12. **Bid Validity:** Bid shall remain valid for **120 days** from the date of submission.

1.5.13. **Firm Price: Bidder's quoted Rates/Prices for executing the activities under the Contract shall remain firm till completion of the entire work & shall not attract any escalation under any circumstances whatsoever.**

1.5.14. If any information furnished by the bidder is found as false / fabricated, then his bid will be rejected and treated as cancelled. Even if such manipulation is detected at any stage after signing of the contract, it would lead to termination of the contract besides forfeiture of Earnest Money Deposit and liabilities towards prosecution. In such cases the bidder will be debarred from participation in future tendering process in IITKGP for next 05 (Five) years.

1.5.15. **Earnest Money Deposit(EMD)** of requisite amount and that in prescribed mode or proof of payment thereof shall be submitted with the Technical Bid explained in following section.

1.5.16. **Refund / Conversion of Earnest Money Deposit:** The Earnest Money received shall be refunded to the unsuccessful bidders without any interest upon executing the Contract Agreement by successful bidder. The Earnest Money Deposit of successful bidder shall be retained and converted into part of Security Deposit.

1.5.17. **Forfeiture of Earnest Money Deposit:** Earnest Money Deposit will be forfeited in any of the following cases:

(i) The bidder withdraws / modifies his tender during the period of Bid Validity.

(ii) The bidder, in case of tie between lowest bids, refuse to submit revised offer.

(iii) The bidder does not accept the correction of arithmetical errors of his tender.

(iv) The bidder fails to deposit Performance Guarantee and information as per format given in GCC within the stipulated time period before award of the work.

1.6. SUBMISSION OF TENDER

1.6.1. Help for Contractors, FAQ, Information about DSC and Bidders Manual Kit containing the detailed guidelines for e-Procurement system are also available on Central Public Procurement Portal.[https://eprocure.gov.in/eprocure/app]

1.6.2. It is mandatory for all the bidders to have a valid Class-II/Class-III Digital Signature Certificate (in the name of person having power of attorney to sign the Bid) from any of the licensed Certifying Agency (Bidders can see the list of licensed CA's from the link www.cca.gov.in) to participate in e-Procurement of IIT KHARAGPUR.

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1.6.3. It is mandatory for the bidders to get their firm /company registered with e-procurement portal https:// eprocure.gov.in/eprocure/app to have user ID & password.

1.6.4. Tender documents will be available online on website https://eprocure.gov.in/eprocure/app which can be downloaded free of cost.

1.6.5. Bidders may download and refer the "Instructions for Online Bid Submission" from (https://eprocure.gov.in/eprocure/app;jsessionid=A8B54EEC72D86DF9AA9D9B2DDACDAB8D.eprocgep4?page=BiddersManualKit&service=page).

1.6.6. The tender documents shall be submitted online in the prescribed format given on the websites and technical bids received online shall be opened as per NIT or Corrigendum thereof. No other mode of submission is acceptable. Detailed credentials as per the requirement of eligibility criteria and all tender papers except Bill of Quantities are to be submitted in "Technical Bid".

Bill of Quantities with rates duly filled in are to be submitted in the format provided online in the name of "Financial Bid". Hence, physical submission of the documents is limited to submission of original Earnest Money Deposit in the form of Pay Order/ Demand Draft / Bank Guarantee/MSE registration certificate as per provision given in sub-clause 1.2.5 of NIT & 2.2.15 of Information to Bidders.

Representative of the bidder, who chooses to attend, may attend the online opening of the technical bids on the scheduled date and time of Bid opening. However, such representatives shall be allowed to attend the opening of the Technical Bids, only, if such person presents the letter of authority issued in his name by the bidder on his letter head.

1.6.7. Bidders cannot submit the tender after the due date and time of e-bid submission. Time being displayed on Central Public Procurement Portal https://eprocure.gov.in/eprocure/app ("Server System Clock Time") shall be final and binding on the bidder. e-Bids are required to be submitted by bidders, only as per the Indian Standard Time (IST) and not the time as per their location/country.

1.6.8. The bidders are advised to submit their e-bids well before the e-bid due date. IIT KHARAGPUR shall not be responsible for any delay in submission of e-bids for any reason including server and technical problems.

1.6.9. The Technical and Financial Bid shall be digitally signed by the Authorized Signatory of the bidder & submitted "on-line" only. The authorized signatory of the bidder must be in possession of Power of Attorney before submitting the digitally signed bid. Scanned copies of various documents can be prepared in .pdf file format.

1.6.10. Any tender received without original Earnest Money in the form as specified in clause 1.2.8 of tender documents shall not be considered and shall be summarily rejected.

1.6.11. IIT KHARAGPUR reserves the right to cancel the tenders before submission/opening of tenders, postpone the tender submission/opening date and to accept/reject any or all tenders without assigning any reasons thereof. IIT KHARAGPUR's assessment of suitability as per eligibility criteria shall be final and binding.

1.6.12. Tenderers may note that they are liable to be disqualified at any time during tendering process in case any of the information furnished by them is not found to be true. EMD of such tenderer shall be forfeited. The decision of IIT KHARAGPUR in this regard shall be final and binding.

1.6.13. The EMDs shall be received at the Office of SE(C), 1st Floor, Old Building, IIT Kharagpur, Kharagpur WB 721302, up to 15:00hrs, 26.12.2019 or Corrigenda otherwise.

1.6.14. EMDs shall be submitted in a envelope super scribed "**Project Management Consultancy** (PMC) for Replacement, Revamping, Augmentation of Sewerage System including Sewerage Treatment Plants and Supply System of Recycled Water at the Kharagpur campus of IITKGP**"** with the **NIT No. IW/CE/NIT/1920/114.**

1.7. EVALUATION OF BIDS AND AWARD OF WORK

1.7.1. The Bid of bidder will be opened electronically on the specified date and time of opening at the Office of SE(C), 1st Floor, Old Building, IIT Kharagpur, Kharagpur WB 721302 in the presence of willing bidders or their authorized representatives.

1.7.2. Date, time and place of opening of Financial Bid will be informed after evaluation of Technical Bid to the Technically Qualified Bidders.

1.7.3. Bids shall, first, be checked for payment of **Earnest Money Deposit**. Only those bids found to have duly paid/ submitted Earnest Money Deposit shall be considered for evaluation.

1.7.4. Evaluation of **Technical Bid:** The bids received will then be assessed on the eligibility criteria mentioned at Para1.3of Notice Inviting Tender. Bids found not meeting the eligibility criteria shall be considered non-responsive and shall be rejected summarily.

1.7.5. IITKGP retains the right to revert back to individual bidders with further clarifications / queries on the Technical Bid. The bidder has to respond to the queries within the specified time mentioned in the covering letter.

1.7.6. Presentation by the Eligible Bidders: The bidders meeting the eligibility criteria shall next be asked to make a presentation (approx. 30 minutes) about their proposal including **documentary evidence, photographs, videos, methodology** of their Technical Proposal before a selection committee constituted by IITKGP. Their presentation shall be evaluated by the committee on the following parameters against the maximum marks shown against each:

(Total 100 marks)

Sl. No.	Criterion	Evaluation Criteria	
A	**FINANCIAL STRENGTH**	**10 marks**	**Documents in Support**
(i)	Average Annual Financial Turnover for which PMC Services has been provided during the last 5 consecutive years i.e 2018-19, 2017-18, 2016-17, 2015-16, 2014-15	**a. > Rs.65 cr. : 10 marks** **b. >Rs. 50 cr.<=Rs.65 cr. : 8 marks** **c. >Rs. 30 cr.<=Rs.50 cr. : 6 marks** **d. >Rs. 10 cr.<=Rs.30 cr. : 4 marks** **e. <Rs. 10 cr. : 2 marks**	**Certified Statement from Chartered Accountant**
B	**ORGANISATIONAL STRENGTH**	**15 marks**	
(i)	**Presence of in house professionally qualified staff in the following indicative categories**		
a.	**Civil Engineer / Public Health Engineer (Graduate in Civil Engineer with B. Tech / B.E or Equivalent Qualification with minimum 5 years of Post Qualification experience)** **10 marks**	**a. > 50 Engineers : 10 marks** **b. >30 Engineers <=50 Engineers : 8 marks** **c. >20 Engineers <= 30 Engineers: 6 marks** **d. >10 Engineers<= 20 Engineers: 4 marks** **e. <10 Engineers : 2marks**	• **Certified Statement By Agency duly supported by CV / Resume of Engineers** • **Each CV should contain information regarding name, age, employment record duly supported by copy**

			of Degree Certificate and proof of experience
b	Electrical Engineer / Mechanical Engineer (Graduate in Electrical Engineering / Mechancial Engineering with B. Tech / B.E or Equivalent Qualification with minimum 5 years of Post Qualification experience) 5 marks	a. > 10 Engineers : 5 marks b. >8 Engineers <=10 Engineers : 4 marks c. >6 Engineers <= 8 Engineers: 3 marks d. >4 Engineers<= 6 Engineers: 2marks e. <4 Engineers : 1 marks	
C	RELEVANT EXPERIENCE	15 Marks	
	Value of Projects completed (each exceeding Rs.50 cr.) in last 7 Years	a. > Rs.50 cr. : 10 marks b. >Rs. 40 cr.<=Rs.50 cr. : 8 marks c. >Rs. 30 cr.<=Rs.40 cr. : 6 marks d. >Rs. 10 cr.<=Rs.30 cr. : 4 marks e. <Rs. 10 cr. : 2 marks	Certified Statement from Client
	No. of of Projects completed (each exceeding Rs.50 cr.) in last 7 Years	a. > 5 No.s : 5 marks b. > 4 No.s <=5 No.s : 4 marks c. >3 No.s <=4 No.s : 3 marks d. >2 No.s <=3 No.s : 2 marks e. >0 No.s <=2 No.s : 1 marks	Certified Statement from Client
D	Financial Capability	10 Marks	
	Profit : Company should be profit making in last 3 years (Average Annual Profit in last 3 years)	a. > Rs.5 cr. : 10 marks b. >Rs. 4 cr.<=Rs.5 cr. : 8 marks c. >Rs. 3 cr.<=Rs.4 cr. : 6 marks d. >Rs. 1 cr.<=Rs.3 cr. : 4 marks e. <Rs. 1 cr. : 2 marks	Certified Statement from Chartered Accountant
E	Consultant Approach and Methodology to perform the Consultancy Assignment	50 Marks	
(i)	Understanding of the Scope of Assignment & Site Conditions	10 Marks	Presentation by the Bidder

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(ii)	Technical Approach	15 Marks	
(iii)	Work Plan including Timeline	15 Marks	
(iv)	Reporting & Recording System	5 Marks	
(v)	Suitability of Organisation for the Project	5 Marks	
	TOTAL (A to E) : 100 Marks		
F	LITIGATON / ARBITRATION / DIPSUTE	MARKS (Marks in negative for F)	
(i)	No. of litigation / arbitration / dispute cased during last 10 years only with client	> 5 cases : 5 Marks > 3 Cases <= 5 Cases : 3 Marks > 0 Cases <= 3 Cases : 2 Marks	Self-certified summary to be furnished by Bidder
(ii)	No. of Projects executed during last ten years where project cost has exceeded by 30%	> 5 cases : 5 Marks > 3 Cases <= 5 Cases : 3 Marks > 0 Cases <= 3 Cases : 2 Marks	Self-certified summary to be furnished by Bidder

Only those bidders scoring a minimum of 60 or above in Technical Evaluation will be qualifying for opening of their Financial Bid. The bidders scoring less then 60 marks will not be considered for opening of their Financial Bid.

1.7.7. No payment shall be made by IITKGP for the presentation.

1.7.8. SELECTION ON THE BASIS OF QCBS (QUALITY cum COST BASED SELECTION) MODE

Financial Score(S_f): Lowest Price Bid (F_m) shall be given a financial score of 100 points. The financial score (S_f)of the other Price Bids(F_o) shall be computed as follows:

$$S_f = 100 \times \frac{F_m}{F_o}$$

Technical Score(S_t): Highest marks in the presentation round(T_m)shall be given a technical score of 100 points. The technical score (S_t)of the other marks in the presentation round(T_0)shall be computed as follows:

$$S_t = 100 \times \frac{T_0}{T_m}$$

Final Score (S) : Proposals shall finally be ranked according to their combined technical(S_t) and Financial (S_f) scores using the weightage (T=the weightage given to the technical proposal at 25%; F=the weightage given to the financial proposal at 75%;) indicated below:

$$S = S_f \times F + S_t \times T$$

$$\Rightarrow \quad S = S_f \times 0.75 + S_t \times 0.25$$

The bidder with highest Final Score shall be considered successful to be offered the work.

1.7.9. On the date & time specified for opening of Financial Bid or the Revised Financial Bids as the case may be will be opened on specified date and time.

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1.7.10. **EVALUATION OF Financial Bids:** The Financial Bid should contain the complete bid document with duly filled in Schedule of Financial Quote. Financial Bids opened as above will be checked for arithmetical errors.

1.7.11. The successful bidder shall be issued Letter of Acceptance (LOA) of the bid, and be required to furnish a Performance Guarantee as per General Conditions of Contract, Program Schedule with specific Milestones to be achieved as to complete the work within the stipulated time limit and details of his Technical Staff to be deployed as per ANNEXURE-I

1.7.12. **Letter of Award (Work Order)** shall be issued to the successful bidder only after receipt of the Performance Guarantee, along with Program Schedule and the details of Technical Staff to be deployed for the work.

1.7.13. **Agreement (Contract)** consisting of complete tender document including conditions, bill of quantities, technical proposal and specialized services, drawings, if any, and acceptance thereof together with any correspondence leading thereto, shall be drawn and signed with the awardee after issue of Work Order.

1.7.14. **Date of start** of work shall be reckoned from 7thday from the date of issue of "Letter of Acceptance".

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2. UNDERTAKING BY THE BIDDER

U N D E R T A K I N G

I / We have read and examined the Tender document including terms & conditions, specifications, bill of quantities, drawings and designs, general rules & directions, General Conditions of Contract, Special Conditions of Contract and all relevant other documents, publications and rules referred to in the Conditions of Contract and all other contents in the tender documents for the work.

I / We, hereby tender for execution of the work specified for the Indian Institute of Technology Kharagpur within the time specified and in accordance in all respects with the specifications, designs, drawings and instructions in writing.

We agree to keep the tender open for 120 days from the last date of its submission and not to make any modifications in its terms and conditions. A sum of Rs. _____ has been deposited in cash/ demand draft of a scheduled bank as earnest money. If I / we, fail to furnish the prescribed performance guarantee within prescribed period, I / we agree that the said Director, Indian Institute of Technology Kharagpur or his authorized officer shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I / we fail to commence work as specified, I / we agree that the Director, Indian Institute of Technology Kharagpur shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the performance guarantee absolutely, otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein.

Further, I / We agree that in case of forfeiture of earnest money or both Earnest Money & Performance Guarantee as aforesaid, I / We shall be debarred for participation in the re-tendering process of the work.

I / We hereby declare that I / We shall treat the tender 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 a person to whom I / We am / are authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.

Seal & Signature of Contractor

Postal Address

Dated

Witness

Address

Occupation

3. Checklist for Documents to be uploaded on *https://eprocure.gov.in/eprocure/app*

Sl. No.	Documents	Reference
1.	Tender Document	
2.	EMD	1.2.8
3.	Document support of Bonafide Business Entity	1.3.3
4.	GST Registration Certificate	1.3.3
5.	Permanent Account Number	1.3.3
6.	Average annual turnover of the bidder as per ITCC or profit and loss statement for last 5 year	1.3.6
7.	Solvency Certificate	1.3.7
8.	Experience Certificate	1.3.2
9.	ANNEXURE-I	
10.	SOQ	

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ANNEXURE-I

KEY PERSONNEL OF PMC

DISCIPLINE	NAME	QUALIFICATION	EXPERIENCE	CONTACT NUMBER
Overall Project In-charge				
Engineer - Structure and Civil Works				
Engineer – Electrical & Mechanical Works				
In-charge - Safety, Health & Environment				
In-charge – Planning & Contract				

Seal & Signature of Contractor

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Annexure-II

AGREEMENT ON PLANNING, DESIGN, CONSTRUCTION AND PROJECT MANAGEMENT FOR THE WORK OF REPLACEMENT, REVAMPING, AUGMENTATION OF SEWERAGE SYSTEM INCLUDING SEWERAGE TREATMENT PLANTS AND SUPPLY SYSTEM OF RECYCLED WATER

This AGREEMENT made this day _____between **INDIAN INSTITUTE OF TECHNOLOGY KHARAGPUR**, an educational and research Institution, established under The Indian Institutes of Technology Act, 1961, having its main office at Kharagpur, West Bengal – 721 302 hereinafter referred to as "IITKGP" or IIT Kharagpur (which term shall include, its successor or successors and assigns) of the One Part AND **Messers** _____, incorporated under the Companies Act, 1956, having its registered office at _____, hereinafter referred to as "PMC" or Project Management Consultant (which term includes its successor or successors and permitted assigns) of the Other Part for the work of "**Planning, Design, Construction and Project Management for the work of Replacement, Revamping, Augmentation of Sewerage System including Sewage Treatment Plants and Supply System of Recycled Water for the entire campus of IIT Kharagpur**" hereinafter referred as the project.

IITKGP and PMC shall jointly be referred to as the "Parties".

Recitals

IITKGP vide letter No: _____ dated _____ issued a Letter of Award to _____ (PMC) for providing Project Management Consultancy Services on the terms and conditions of the NIT No._____ and communications thereupon.

PMC vide letter No. _____ accepted the proposal of the IITKGP dated __ subject to signing of agreement by the parties and new payment terms.

WITNESSETH

A. "IITKGP" intends to take up various infrastructural works at different work sites, with adequate planning and design within the IITKGP Campus or off campus as are mentioned in subsequent project specific Work Orders for various purposes as indicated therein and more fully described in the aforesaid Work Orders on unit by unit basis; and

B. PMC, having all the resources, expertise and capabilities for undertaking such construction works as an Independent Agency and represents so as to fulfill the requirements of IITKGP; and

C. PMC having a detailed understanding about the need of IITKGP and agreeing to take up the same project-work on unit by unit basis directly or through job sub-contracts.

D. PMC having shown keen interest in undertaking the project on unit and "Turn-key" basis or with a reduced scope as may be specified subject to the terms and conditions as laid down under this AGREEMENT and willing to plan, design, construct and manage the infrastructure project viz. "**Replacement, Revamping, Augmentation of Sewerage System including Sewage Treatment Plants and Supply System of Recycled Water for the entire campus of IIT Kharagpur**" ensuring applicable standards as laid down in the design, drawings and detailed submittals mutually agreed upon by both the parties, successful completion and handing over of unit by unit basis to IITKGP; and

E. PMC shall ensure the quality and standard of planning, design, drawings, materials, workmanship, safety, health, environment and progress of the project with day to day involvement, action, inspection, supervision, control and management of the project; and

F. PMC shall ensure to IITKGP the detailed Planning, Designing and Construction of the project under the relevant regulations of the Government of India following the CPHEEO Manual and related Bye-laws and maintain accounting and auditing procedures under the Indian Accounting Standards;

BE THAT AS IT MAY, Parties now, under the terms, conditions and considerations as mentioned hereinafter, agree between themselves as follows:

Article 1

DEFINITIONS AND INTERPRETATIONS

Definitions: Unless otherwise repugnant in the text and meant otherwise, the following terms shall have the following meaning:

1.1 Design: Design means concept plans, detailed layout and detailed designs of Sewerage and Recycled Water Supply system, Sewage Treatment Plants including all relevant services and utilities including structural designs, if any. It includes analytical, pictorial and photographical submissions on different models of designs, maps and preliminary drawings for enabling IITKGP to evaluate the designs so presented in photographs, simulated or computer generated details and/or sketches for the project.

1.2 Drawings: Drawings shall mean and include detailed engineering drawings showing plans, elevations, sections and detailing related to the structural, civil, sanitary, electrical, mechanical, chemical, environmental, public health related and other works for each of the components of the project together with modification and /or revision thereto, as and when needed.

1.3 Assignment: Assignment means and includes putting the PMC or any contractor approved by the IITKGP, in undisturbed and lawful possession of the site for carrying out and completing the project until the possession of the property is transferred to IITKGP on completion of the project unit on turn-key basis.

1.4 Specification: Broad Specification means Specifications provided in the drawings and documents for the project which are required to be adhered to without any alteration.as per existing financial delegations of the Institute.

1.5 Bye-laws: A set of standard best practices and guidelines made by CPHEEO (Central Public Health and Environmental Engineering Organisation), BIS (Bureau of Indian Standards) and CPWD (Central Public Works Department) for all activities of the project including civil, electrical, water, sanitation and other infrastructural requirements such as Fire Fighting, Heating Ventilation & Air Conditioning, network, telecom, bulk and process gases, laboratory waste disposal etc.

1.6 Certification: Certification means and includes providing for the completion certificate of a project component to the effect of obligatory efficacy, satisfaction and sufficiency procured from the competent authority.

1.7 Professor-in-charge, Water Works & Sanitary Section: Is to be a faculty member of IIT Kharagpur appointed by the Competent Authority of the Institute to advise him/her on different Water Works / Sanitary Section and maintenance activities of the Institute.

1.8 Construction Work: It means Replacement, Revamping, Augmentation of Sewerage System, Sewage Treatment Plants and Supply System of Recycled Water including site development, civil, structural, sanitary, electrical, network, telecom, mechanical, chemical, environmental, ETP/STP, equipment, facilities and other works with all emergency and safety provisions necessary to complete the project assigned by IITKGP. The detailed scope is mentioned as **Annexure-A.**

1.9 Contractor: Contractor means and includes sub-contractors engaged by the PMC for the Project.

1.10 Date of closing: The date of closing of the AGREEMENT shall be the date on which this AGREEMENT is entered into by the Parties.

1.11 Date of completion: Date of completion shall mean the date on which any Project component is required to be completed as per agreement unless an extension is given by IITKGP based on specific reason recorded.

1.12 Guidelines: Guidelines means Guidelines for Construction work (article 1.8) prescribed under the CPHEEO/BIS/CPWD manuals/guidelines/standards as relevant.

1.13 Handing over: Handing over means transfer to IITKGP of the project component be completed in ALL respect including certification and under a proper and adequate certificate of completion by PMC to IITKGP, to be ready for immediate possession, operation and use. Handing over shall include two sets of as-built-drawings, site plans, all surveys (Article 1.28), plumbing, electrical, HVAC, waste, sewer and all other service lines along with editable digital copies of same, operation and maintenance manuals, warranty certifications of all installations and equipment etc.

1.14 Independent Contractor: Independent Contractor means PMC engaged in the Project on the basis of working on principal to principal basis and not as the Agent of IITKGP, undertaking direct responsibility of its employees, consultants and sub-contractors under the Laws of the Country including Industrial and Labour Laws.

1.15 Local Bodies: Local Bodies means the Local Self Government like, Corporations, Municipality, Development Authority, Panchayat Administration etc. and other Statutory Authorities which may be required to provide necessary permission on the Project.

1.16 Nodal Officers: Officers of PMC engaged in day to day monitoring, inspection and accountable to keep pace of the progress of the construction and coordinate the works from time to time.

1.17 Periodic interval: Periodic interval means intervals of one month unless otherwise specified by IITKGP at which PMC or its Contractors and Consultants would be required to furnish progress report for the project.

1.18 Master Plan: Master Plan means the campus plan and information about IIT Kharagpur regarding infrastructure and users' population both current and future forecast. The PMC shall adhere its project to this Master Plan.

1.19 Preliminary estimates: Preliminary estimate means and includes a block estimation along with related drawings for the entire project as well as constituent units for all relevant aspects of Construction Work (as defined in Article 1.8) based on manuals, specifications and schedule of CPHEEO/BIS/CPWD as applicable or other equivalent bodies, or market rate analysis where such bases are unavailable, and other overhead costs prepared and submitted by PMC and approved by IIT Kharagpur.

1.20 Detailed Estimate: It means the detailed estimate with BoQ (Bill of Quantities) for tendering purpose, along with details about structural and technical adequacy and bases of rates.

1.21 Principal Contractor: Principal Contractor means the PMC appointed under this AGREEMENT for both directly or indirectly executing the Projects and directly responsible to IITKGP for the completion of Projects.

1.22 Reasonable time: Reasonable time shall mean and include estimated time in each independent project component would be completed and the project shall be ready for handing over for possession to IITKGP which may be extended by not more than 15 days for each period of six months, unless specifically agreed to by IITKGP for any other time.

1.23 Regulations: regulation means and includes regulations prescribed by CPHEEO, BIS, CPWD or other equivalent authority for the project.

1.24 Rules: Rules means Government Financial Rules, 2017 and as amended from time to time and various guide lines issued by Auditing/ Regulatory Authorities of Govt. of India.

1.25 Statutory codal provisions: Statutory codal provisions means and includes provisions laid down in Laws, rules and Regulations for the project, Codes prescribed by Bureau of Indian Standards, India and also conditions laid down under CPHHEO Manual, guidelines and specifications of CPWD and GFR 2017.

1.26 IITKGP Engineer: IITKGP Engineer means an Engineer employed by IIT Kharagpur authorized to carry random checks, inspections, evaluation of planning, design and construction of the project, verification of compliance with codes, quality and quantity of materials used and stored on site.

1.27 SPV: SPV means a Special Purpose Vehicle, incorporated or unincorporated devoted to one or more specific construction work being engaged by PMC either on the basis of Wholly Owned Subsidiary or on Joint Venture with a private person on PPP basis.

1.28 Survey: Survey means conducting the due diligence study based upon the land records including relevant maps and records. This will also include performing site survey including STP & Sewerage Network, tree and utility surveys, obtaining soil data, hydrological data, meteorological data etc. for design purpose as per codal provisions.

1.29 Tender Documents: Tender documents shall mean the complete Tender document consisting of rules, information to bidders, general and special conditions of contracts, drawings and bill of quantities made available by PMC to the Tenderer and received within the scheduled time with all other papers as may be required by the PMC.

1.30 Turn-key basis: Turn-key basis shall mean and include the basis of completing the Project in its entirety up to successful Handing Over to IITKGP (Article 1.13)including all planning, design & drawings (Articles 1.1 and 1.2), surveying (Article 1.28), securing permission from statutory authorities (Article 1.15)compliance in regard to Bye-laws (Article 1.5), Regulations (Article 1.23), Codal Provisions (Article 1.25) and all other applicable Rules (Article 1.24), preparation of BoQ, issuing NITs (Notice Inviting Tenders), tendering, appointment of contractors and consultants, all Construction works(Article 1.8) for making the unit absolutely ready for its intended use as the case maybe including relevant installations if applicable. This shall also include other infrastructural requirements such as roads, firefighting, air conditioning, network, telecom, process gases, waste disposal etc., if assigned by IIT KGP. Additional items or specific exclusions will be mentioned in applicable Work Order (Article 1.31).

1.31 Work Order: Work Order shall mean an official communication to PMC based on this Agreement, including amendments if necessary issued from time to time, for a specific Project indicating scope of work, exclusions, project location, initial budgetary estimate of project, dates of commencement and completion, defect liability period and other instructions, name of IITKGP Engineer (Article 1.26), terms and conditions as are pertinent for effective execution and satisfactory completion of the Project on time, consistent with requirements of IITKGP.

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Interpretations:

Day: Day means 24 hours based on English calendar.

Gender: Any common noun used in gender shall mean masculine, feminine and neuter gender.

Laws: Laws mean Laws of India and includes Acts, Statutes, Rules, Regulations, Bye-laws, CMDA Manual, Guidelines for construction by any regulatory authority, Press Notes of Appropriate Government, Guidelines and Bye-laws prescribed by IITKGP

Month: Month means and designates to month in English Calendar. Month also means a period of 30 days from any day to any day of English calendar.

Tense: Tense used would also apply to all forms of present past and future tense.

Article 2

THE PROJECT

2.1 The Project is defined in the introductory clause, and to be more fully described in subsequent Work Order (Article 1.31).

2.2 Specific Work Order (Article 1.31) will be issued for the specific Project to PMC. Amendments to the said work order may be issued by IITKGP from time to time during the execution of the project as and when necessary.

2.3 The project shall be completed on turn-key-basis (as defined in clause 1.30) and/or on the basis as defined in Work Orders (Article 1.31).

Article 3

AGREEMENT

3.1 IITKGP and PMC mutually discuss with full and frank disclosure of all material facts regarding the requirements of IITKGP and the various aspects of the Project and agreed that PMC shall be engaged as the Independent Contractor (Article 1.14) for Planning, Design, Construction and Project Management for the work of Replacement, Revamping, Augmentation of Sewerage System including Sewage Treatment Plants and Supply System of Recycled Water for the entire campus of IIT Kharagpur on Turn-key basis or as per the specifications under the work orders subject to satisfactory completion of each project component according to the terms and conditions stipulated in this AGREEMENT as also the work orders.

3.2 On receiving Work Order, PMC shall communicate within 7 days to IITKGP written **acceptance** of the Work Order in its entirety along with deposit of **PERFORMANCE GUARANTEE** in favour of Director, Indian Institute of Technology Kharagpur for an amount of Rs.3.25 cr.

The validity of **PERFORMANCE GUARANTEE to be submitted by PMC to IIT Kharagpur shall be concurrent with the duration of the project.**

3.3 PMC shall, in consultation with IITKGP, prepare (i) a Project completion schedule indicating all activities necessary to meet the completion date indicated in the Work Order and (ii) a preliminary estimate for the entire Project as specified in Article 1.19. The schedule and the estimate shall be submitted within 30 days of acceptance of Work Orderand be subject to amendments to the satisfaction of IITKGP.

3.4 PMC shall, in consultation with IITKGP:(i) carry-out Survey as specified in Article 1.28, (ii) prepare Design and Drawing for the entire project as specified in Clauses 1.1 and 1.2, (iii) prepare Bill of Quantities and detailed estimates for different project components of the entire project with due diligence for cost control, within 90 days from the date of acceptance by IITKGP of the Preliminary Estimate submitted by PMC vide Article 3.3.

3.5 PMC also being the Principal Contractor shall, in case of appointing any consultant, contractor or sub-contractor for any relevant Construction Work (Article 1.8), prepare tender document (Article 1.29) with knowledge and incorporating suggestions, if any, consultation with IITKGP, call for submission of tender papers, ensure widest possible nationwide circulation of the NIT, open, select and award works to selected consultant, contractor or sub-contractor as the case may be. IITKGP reserves the right to review the tendering process including consultant/contractor/sub-contractor qualification criteria set forth by PMC.

3.6 PMC as an Independent Contractor shall monitor the progress of the work, supervise the work to ensure execution of the work as per Project completion schedule (Article 3.3), prescribed Guidelines (Article 1.12) and regulations and carry on quality control test and day to day inspection. PMC shall be solely responsible for quality, performance, cost control, value-engineering & consistency in planning, design, execution and management of the project including statutory accounting compliances with the respective authorities and IITKGP shall have no role in the matter.

3.7 PMC shall proactively coordinate with IITKGP, suppliers, contractors, vendors, govt. authorities and managing the overall project by resolving hindrances, scheduling, rescheduling and/or crashing activities to compensate for delays observed at any point of time during progress, without time and cost overruns for IITKGP.

3.8 PMC shall also ensure that the Project components are completed in time without time and cost overrun. The documents and reports generated by PMC vide Article 3.4 shall be detailed and well planned enough to avoid the need of extra items, and so the hindrance on such part, during execution of the project. Any functional deficiency noticed by IITKGP in the Project during execution shall be resolved and met out by the PMC within the preliminary estimated cost informed by the PMC vide Article 3.3 except extra items specifically required by IITKGP on record during execution. PMC shall keep IITKGP informed of all Project activities – planned, impending and completed, along with financial expenditure statements – on periodic interval basis.

3.9 PMC shall carry out all the jobs on turn-key basis (Article 1.30) and/or as per specifications in the Work orders in consonance with the requirement of IITKGP and hand over the Project Units to IITKGP in ready condition to commence operation. Additional item(s) or specific omission of item(s) if any, will be specified in the Work Orders (Article 1.31) by IITKGP.

3.10 PMC shall on behalf of IITKGP secure approval of design/drawings from concerned local bodies/ statutory authorities and necessary services connection in respect of water supply, sewerage, storm water draining and electricity, fire safety, waste disposal if relevant, and any other requirement.

3.11 IITKGP shall become the absolute and unencumbered owner of all intellectual property (including documents/maps/plans etc. in hardcopy and/or in electronic form) related to and arising from preliminary submissions, Drawings, Design, Surveys of the project as they become available. IITKGP shall have exclusive and complete right of above intellectual property in perpetuity for use in future projects and in non-academic and academic activities. PMC and their sub-contractors/consultants etc. shall have no ownership of above intellectual property and shall not use the same for any commercial or non-commercial activity in the future.

Article 4

OTHER RESPONSIBILITIES OF PMC

4.1 PMC shall assume full responsibility regarding BoQ, detailed estimate etc., all Drawing and Design (Articles 1.1 and 1.2) including structural/electrical/mechanical/chemical/ fire etc. design and safety thereof during entire design life of the components to be used in Construction work (Article 1.8).

4.2 PMC shall be responsible to fulfill and ensure compliance of all conditions required under the laws of India, various labour and industrial laws of the Union and of the State especially conforming with all laws on payment of wages, minimum wages, bonus. child labour prohibition, contract labour (prohibition and regulation), provident fund and other social security, apprenticeship, and other construction laws especially conforming with all conditions laid down in

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Construction of STP & Replacement of Sewerage Network line & revamping of entire IIT Campus and other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996, Industrial Disputes Act, Workmen Compensation Act, Inter-state Migrant Workmen (Regulation of employment and Condition of service) Act, 1979 and other relevant statutes.

4.3 It is the responsibility of the PMC to adhere to all statutory requirements and laws of the land which shall include, but not be limited to, (where applicable) The Employees' State Insurance Act 1948, The Employees' Provident Funds & Miscellaneous Provisions Act 1952, The Contract Labour (Regulation & Abolition) Act 1970 and their applicable rules, laws and regulatory requirements on safety, security, welfare and other provisions and such other laws, regulations and guidelines issued by Govt. of India, Govt. of West Bengal or any other judicial or quasi-judicial authority that may be applicable and/or issued from time to time, including any such directions arising out of a breach of any audit/ regulatory/legal requirement which may arise out of any audit, assessment, under the provisions of this Agreement, or provide all statutory benefits to its employees as per the laws of the land.

4.4 PMC shall be responsible to keep all records as may be required under Article 4.2 and 4.3.

4.5 PMC shall indemnify IITKGP against all losses, expenditures and pecuniary responsibilities fully and completely incurred on account of the lapses of the Principal Contractor and all other contractors and sub-contractors. PMC shall make every effort and take every precaution not to damage any IITKGP property, installation or infrastructure during execution of the Project. Any damage, inadvertent or not, shall be restored at PMC's cost.

4.6 PMC shall fully support and help IITKGP with all primary and secondary documents for meeting audit requirement as well as any other financial enquiry needed for the purpose and shall keep all financial records in conformity with the requirements of Indian Accounting Standards prescribed by the authority under the Companies Act, 1956 and the latest amendments.

4.7 PMC shall contest the claims of the contractors in arbitration and in any other legal proceedings pertaining to execution of work with a view to protect the interest of IITKGP.

4.8 PMC shall be responsible for initiating, maintaining and supervising all safety, health and environment precautions and programs in connections with the Work. The PMC shall take all reasonable safety precautions and provide all reasonable protection to prevent damage, injury, or loss to all employees and Subcontractors at the work site and all other persons affected by the Work, all materials and equipment in the care and custody of the Contractor or Subcontractor, all Work, and all property at the work site.

Article 5

Responsibilities of IITKGP

IITKGP shall ensure:

5.1 Sharing of information about Master Plan of the campus including future projects, planned locations and population forecast.

5.2 Site is handed over to PMC on an as-is where-is basis for execution of Project as per Project Completion Schedule indicating all the activities necessary to meet the completion date indicated in the Work Order (refer Article 3.3)

5.3 Release the required funds as per schedule specified in this AGREEMENT and required under fund flow statements agreed upon and any other additional funds that may be required to complete the work as per the terms and conditions of the Work Orders (and its subsequent addenda/corrigenda);

5.4 Designate a suitably empowered Engineer of IITKGP as IITKGP Engineer (Article 1.26) for coordinating with the PMC for the entire Project duration. All communication by the designated Engineer will only be made with the Nodal officer of PMC. The designated Engineer shall be authorized to take technical decisions required from and on behalf of IITKGP in completion of the Project;

5.5 Allows drawing of underground water for the purpose of execution of work without any additional charge or payment, within the ambit of Environment Laws and other prevalent laws.

5.6 Provide full cooperation to the PMC in the execution of the Project.

Article 6

WARRANTIES BY IITKGP

The following are the warranties given by IITKGP, that

6.1 The construction sites at various places within IITKGP compound and around/outside are land acquired by the Central Government or otherwise for the purpose and registered in the name of IITKGP and IITKGP has unencumbered right over all the sites and locations;

6.2 The Project has the approval of competent authority as may be required from time to time and also has budgetary sanctions and allocation.

Article 7

WARRANTIES BY PMC

The following are the warranties given by PMC, that

7.1 PMC has all necessary expertise and experiences in Planning, Design, Estimation, Execution and Contract Management for projects like construction of STP & replacement of Sewerage Network line works from the works performed atvarious institutions and entities, both private and public and has hands-on experience on completion of projects and handing over of the Project on successful completion on turn-key basis and/or scope specified in Work Order;

7.2 The Construction Work (Article 1.8) is based on the design and plan sanctioned by all local bodies and regulators, as the case may be.

7.3 The Design and Drawings (Articles 1.1 and 1.2) for all Construction works (Article 1.8) are safe, conform to relevant national/international standards, and have been developed by qualified and certified architects/engineers/professionals as appropriate; the BoQ and estimates are commensurate with the design which accurately reflects the needs and concerns of IITKGP with due diligence for cost control.

7.4 PMC possesses required capital adequacy and capability for undertaking such a Project and can garner sufficient human resources required from time to time and necessary infrastructure needed;

7.5 PMC has adequate expertise for scrutinizing, executing, monitoring and supervising all Construction of STP & Replacement of Sewerage line work (Article 1.8) as well as construction management work.

7.6 PMC will deploy necessary and adequate managerial and technical manpower both on and off-site for quality assurance and timely completion of the project. PMC shall furnish list of all personnel on site employed by PMC/ consultants/ contractors/ sub-contractors on a regular basis.

7.7 PMC shall proceed diligently and expeditiously with the Project and will be held responsible, and will compensate IITKGP, for any delays arising out of their failure to do so.

7.8 PMC warrants that any of its employees assigned to the Project pursuant to this Agreement have been lawfully employed and/or engaged by the PMC and each has a valid executed employment/service agreement with the PMC.

7.9 PMC warrants to clearly inform its employees that they will have no claim whatsoever on IITKGP and shall not raise any industrial dispute, either directly or indirectly, with or against IITKGP, in respect of any of their service conditions or otherwise.

7.10 It is further clarified and understood that IITKGP shall not have any responsibility to, nor shall be held directly or indirectly responsible or liable for, the employees so employed by the PMC for performing/providing the Service in terms of this Agreement. The employees may, if required and

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permitted by IITKGP for a specific Service, remain on IITKGP's premises only during their specified duty hours as assigned to them of the PMC and solely during the duration of this Agreement.

7.11 PMC shall submit to the to IITKGP the construction methodology, quality assurance plan, Safety Health and Environment plan, engineering/procurement/construction time schedule for project monitoring.

7.12 PMC will bear the entire responsibility for scrutiny, verification, recording, certification of measurements for payments to the contractor. However, IITKGP retains the rights to randomly check measurements, bills, test reports, financial and expenditure details including any other document pertaining to the project for audit or any other purpose.

7.13 Cropping up of extra items / substituted items are to be strictly avoided. However, in unavoidable circumstances, necessary justification duly supported by rate analysis shall be submitted by the PMC.

The PMC should ensure that the case is put up for IITKGP early enough so that in no case, work suffers on this account.

7.14 PMC shall keep and maintain at site all documents such as copy of agreement with contractor, BoQs, test reports, test registers, stock inventory records, measurement books, bills, rate analyses, hindrance register, site order books, material issues register, factory inspection reports, equipment manuals, specifications, maintenance schedules, Original Equipment Manufacturer (OEM) warranty certifications, correspondence files etc. including any other relevant to the project.

Article 8

CONSIDERATION AND FINANCIAL ARRANGEMENTS

8.1 The following terms of payment shall be applicable upon signing of the agreement:

Stage	Milestone Achieved	Extent of Payment
1.	Establishment of onsite office and deployment of personnel on site.	5% of the fees payable
2.	20 percent physical progress of the project	15% of the fees payable
3.	40 percent physical progress of the project	15% of the fees payable
4.	60 percent physical progress of the project	15% of the fees payable
5.	80 percent physical progress of the project	15% of the fees payable
6.	100 percent physical progress of the project and physical handover of the project to IIT KGP along with all documentation, drawingsand occupancy certificates	15% of the fees payable
7.	End of Defect liability period	10% of the fees payable

8.	Successful closure of all contracts in all respects with issuance of completion certificate and finalization of final bill for each package of work.	10% of the fees payable

Note : Fees Payable is the accepted value of work to be paid to the PMC for rendering services to IITKGP against the subject work under this agreement.

PMC will bear all costs arising from payment to all personnel engaged by PMC (including employees, architects, engineers, contractors, sub-contractors, consultants, sub-consultants etc.), tender advertisements, travel, room & board, salary, perks, insurance, accident benefits, communication, document preparation, establishment charges, income tax etc. IIT Kharagpur shall have no obligation to absorb/ compensate manpower deployed by PMC for the Project.

8.2 Liquated Damages for delay

In case of delay in submission of any deliverable other than those enlisted in clause 8.7, liquidated damages, not exceeding an amount equal to 0.2% (zero point two percent) of the Consultancy Fee per day, subject to a maximum of 5% (five percent) of the Consultancy Fee, shall be imposed and shall be recovered from the payments due or by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time in writing may be granted by IITKGP. This is in addition to the item mentioned in clause 8.7.

8.3 Appropriation of Performance Security

The IITKGP shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Consultant in the event of breach of this Agreement or for recovery of liquidated damages specified herein above.

8.4 Penalty for deficiency in Services

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

8.5 In the event of total default / failure by the Consultant in providing the Services, IITKGP reserves the right to get the Services executed by any other consultant at the cost and risk of the Consultant.

8.6 The PMC shall prepare a check list for submissions of bills by the contractor. The PMC shall check, verify and submit the bill within seven (7) days of receipt of the bill from the contractor/s.

8.7 The following activities shall attract penalties which shall be deducted from the bill for consultancy services-

S.No.	Activities	Penalty
1	Report Submission	If there is any delay in report submission, IITKGP may impose a penalty by deducting upto 1% (One percent) of the payment due.
2	Absent from Duties	For any reason whatsoever, if any team member remains absent from duty for a cumulative period of more than 15 working days in a years or more than 10 working days at one time, the consultant shall deploy a personnel of equal or higher qualification and experience under the intimation to IIT KGP. In the event of the failure of the consultant to do so, a penalty of 0.1% (zero point one percent), shall be made from the payment due.
3	Delay in Bill Submission	If there is any delay in Bill submission, IIT KGP will impose a penalty by deducting upto 0.5% of the for the PMC unit per delay.
4	Change of Manpower	If there is any **change in manpower** a. Key personnel 1time. b. Other professional 2 times. c. For any change in key personnel more than one time after confirmation, IITKGP will impose a penalty upto Rs 50,000/-(Rupees Fifty Thousand Only) on each change. d. For any change in other professionals during the work, IITKGP will impose a penalty of Rs 25000/-
5	Mistake in Measurements/information for any reasons	If there is **any major mistakes found in taking measurements which is larger than +/- 10%**, IITKGP will impose a penalty by deducting upto Rs 10, 000/-(Rupees ten Thousand Only) per mistake.

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Article 9

ACCEPTANCE OF THE WORK

9.1 The PMC shall correct any Work that fails to conform to the requirements of the Work Orders where such failure to conform appears during the progress of the Work, and shall remedy any defects due to faulty materials, equipment or workmanship which appear within a period of 3 (THREE) year from the Date of Final Settlement of the Contract or within such longer period of time as may be prescribed by law. The provisions of this Article apply to Work done by Subcontractors as well as to Work done by direct employees of the PMCand are in addition to any other remedies or warranties provided by law.

9.2 PMC after completion of a project component shall in writing inform IITKGP about completion of the project component and invite IITKGP for taking over the same within the in scheduled completion of the project component. IITKGP, within 7 days from receipt of such invitation shall inspect and take over the project component if found satisfactory. Defects and deficiencies observed by IITKGP before taking over the project component shall be rectified by PMC within 30 days from the date of communication of such defects and deficiencies to PMC. If PMC fails to rectify and repair the defects within 30 days from the date of such communication from IITKGP, IITKGP shall take over the project component from PMC on as-is-where-is basis at risk and cost of the PMC including taking over all the documents and records (Article 7.14) at site.

9.3 No act of the IITKGP or the IITKGP's Representative, either in superintending or directing the Work, or any extension of time for the completion of the Work, shall be regarded as an acceptance of such Work or any part thereof, or of materials used therein, either wholly or in part. Acceptance shall be evidenced only by the final certificate of the IITKGP. Before any final certificate shall issue, PMC shall execute an affidavit on the certificate that it accepts the same in full payment and settlement of all claims including on account of Work done and materials furnished under this Contract, and that all claims including for materials provided or labor performed have been paid or set aside in full. No waiver of any breach of this Contract by the IITKGP or anyone acting on IITKGP's behalf shall be held as a waiver of any other subsequent breach thereof.

9.4 PMC agrees to guarantee all work under this Contract for the defect liability period of 3 (years) including training and maintenance period from the date of handing over of the project to IITKGP. If any unsatisfactory condition or damage develops within the time of this guaranty due to materials or workmanship that are defective, inferior, or not in accordance with the Contract, as reasonably determined by the IITKGP, then the PMC shall, when notified by the IITKGP, immediately place such guaranteed Work in a condition satisfactory to the IITKGP

Article 10

OTHER TERMS AND CONDITIONS

10.1 Progress report: PMC shall keep IITKGP informed through the nodal officer the progress of the Project work on monthly (or more frequent if necessary) basis. For every unit of work awarded the work will be broken down into various task series for each of which beginning and closing dates shall be confirmed by PMC who will be required to adhere to the same. Detailed financial statements of the Project account shall be enclosed by PMC along with progress reports on periodic interval basis.

10.2 Indemnity: PMC agrees and has agreed that for the items that each it is responsible for, if on account of lapse or default, or non-compliance on any regulatory issues or on matters of labour and industrial issues PMC suffers from any loss or has to undertake any additional responsibility or sustains any pecuniary injury, the PMC shall forthwith make IITKGP completely and adequately indemnified from contingent costs or losses so arisen if any.

10.3 PMC shall protect, defend, indemnify and fully hold harmless IITKGP from and against all claims, demands or actions made or brought by any of the PMC employees, consultants, sub-contractors or agents in relation to any wages, benefits or payments of any sort directly or indirectly arising from performing their assignment in respect of this Agreement. The PMC shall

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further protect, defend, indemnify IITKGP from any claims made or brought by any other party (including government agencies) of any right to payment.

Article 11

TERMINATION

11.1 IITKGP shall have the right to terminate this Agreement notwithstanding any other termination clauses of this Agreement, with immediate effect by written notice to the PMC (without entitling the PMC to receive any compensation in respect of the termination of this Agreement) in the event PMC is the subject of a takeover, merger, acquisition or other form of change in majority voting control (either at shareholder meetings or meetings of the board of directors), without prior written consent of IITKGP.

11.2 IITKGP may terminate this Agreement with immediate effect by written notice to the PMC if:

(a) the PMC ceases to carry on business or goes into liquidation (other than voluntary liquidation for the purpose of a bona fide solvent reconstruction or amalgamation the terms of which have been approved in advance by the IITKGP in writing) or is dissolved or struck off;

(b) the PMC is unable to pay its debts as they mature or suffers the appointment of a receiver and/or manager, administrative receiver or administrator or judicial manager (or any similar official or process under the law of its domicile or place of incorporation) of the whole or any part of its assets or is the subject of any bankruptcy proceedings;

(c) the PMC is in breach of any provisions of this Agreement and fails to remedy such breach (where it is capable of being remedied) within a period of 15 days of the notice from the IITKGP (unless the Parties mutually agree upon any further period of rectification of the breach) specifying such breach; or

(d) the PMC is in breach of any provision of this Agreement and such breach is incapable of being remedied.

11.3 IITKGP may terminate this Agreement or any part at any time (without liability and without entitling the PMC to receive any compensation in respect of the termination of this Agreement) by giving at least thirty (30) days prior written notice to the PMC.

11.4 In the event that an Authority of IITKGP directs, instructs or gives guidance that IITKGP should terminate all or part of this Agreement and/or continuation of this Agreement would cause IITKGP to be in breach of any laws or regulatory requirements or guidance to which it is subject, IITKGP shall be entitled to terminate this Agreement immediately without entitling the PMC to receive any compensation in respect of the termination of this Agreement. On such termination, the PMC shall provide refund of the Contract Price to IITKGP for fees paid in advance for the period from the date of termination.

11.5 Subject to Clause 12, on termination of this Agreement for any reason IITKGP shall be discharged from any further liability to perform arising under or pursuant to this Agreement.

11.6 The PMC must immediately notify IITKGP if the PMC shall be in breach of this Agreement, there is any material alteration to the ownership or Control of the PMC, the management of the PMC is devolved to a third party company or any of the events referred elsewhere in this contract.

11.7 IITKGP, without prejudice to any other remedy available for breach of Agreement, may terminate the Agreement, by issuing a default notice of 30 (thirty) days in writing to the PMC, also for any or all of the following except for the last Clause below for which no default notice will be given:

a. If PMC, in the judgment of the IITKGP, has engaged in any unseemly incidence, criminal rendezvous of its manpower, engagement of child labour, corrupt or fraudulent practices or violation of labour laws etc., in completing for or in executing the Agreement.
b. If PMC, engages in undesirable and unbecoming activities which are detrimental to the interest of IITKGP, its safety and security, name and fame, ethics and image.
c. If PMC, engages in anti-national activities.

11.8 PMC has the right to terminate the Agreement by giving a default notice of 30 (thirty) days to IITKGP.

The following shall be construed as the Event of Default on the part of IITKGP.

If the payment to the PMC is due for more than three months consecutively without any reason or communication to the PMC.

11.9 At the expiry of notice period specified in Clauses above, unless the Party receiving the default notice remedied the default, the Party giving the default notice may terminate the Agreement. During any notice period, both Parties shall, save as otherwise provided herein, continue to perform their respective obligations under the Agreement and shall not, whether by act or omission of the PMC, impede or otherwise interfere with a Party's endeavors to remedy the default which gave rise to the commencement of such notice period.

11.10 Unless otherwise provide in the aforesaid terminating clauses, in the event either party terminates the contract without one month's prior notice then, the party terminating shall bear the average bill amount for that particular month.

11.11. Force Majeure Termination: In case the period of force majeure lasts for more than three months from the occurrence of the event of force' majeure, whether such force majeure event occurs before or after the conclusion of this agreement, either Party shall have the right to terminate the Agreement by a written notice of 15 (fifteen) days to the other Party.

11.13 Performance Guarantee shall be forfeited in the event of termination of this contract under Articles 11.1, 11.2, 11.7.

Article 12

EFFECT OF TERMINATION

12.1 Upon request by IITKGP, the PMC shall following termination of this Agreement fully co-operate with and assist IITKGP free of charge in order to ensure that such termination and its consequences cause the minimum disruption to IITKGP's functioning and the performance of its responsibilities. The PMC will take all reasonable steps to mitigate any costs which IITKGP may incur as a result of termination of this Agreement.

12.2 Termination of this Agreement shall be without prejudice to any rights of either party which may have accrued up to the date of such termination and the rights to terminate this Agreement are not intended to be exclusive but shall be in addition to every other remedy or right including the right to recover damages and to a decree requiring any appropriate performance required by this Agreement.

12.3 Upon termination, regardless of its cause, PMC shall refund IIT Kharagpur the balance of funds already paid to it after meeting actual costs and commitments made till the date of termination. Alternately, IIT Kharagpur shall pay PMC the balance of actual costs and commitments incurred by PMC till the date of termination over the funds already released by IIT Kharagpur to PMC.

12.4 DEFINITIONS AND INTERPRETATIONS, INDEMNITY, EFFECT OF TERMINATION, DISPUTE RESOLUTION, GENERAL CLAUSES shall survive any termination or expiry of this Agreement and continue indefinitely.

12.5 In the event that this Agreement is terminated the PMC undertakes within 5 Working Days or requested time period of receipt of a written request from IITKGP and at the option of IITKGP to:

(a) return all property in its possession or under its control that belongs to IITKGP;

(b) return all Confidential Information in its possession together with all copies thereof; and

(c) destroy all Confidential Information in its possession by shredding or incineration of all documents and other materials in its possession, custody or control and/or irretrievably

delete the same if stored on electronic or magnetic media and certify to IITKGP that this has been done.

(d) hand over all documents and records pertaining to the project (Article 7.14)

(e) vacate all premises and surrender all keys; and

(f) relinquish login/access to all systems, including email.

Article 13

FORCE MAJEURE

Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations (except for failure to pay any slim which has become due on account of services rendered under the provisions of the present contract), if the non-performance results from such force majeure circumstances as flood, fire, earth quake and other acts of God as well as war, military operation, blockade, Acts or Actions of State Authorities, legal intervention by a competent court In the country or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.

In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.

The Party for which it becomes impossible to meet obligations under this contract due to force majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case, not later than 10 (ten) days from the moment of their beginning.

If the impossibility of complete or partial performance of an obligation lasts for more than 3 (three) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 15 (fifteen) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the services received.

Article 14

DISPUTE RESOLUTION

14.1 **Amicable Settlement:** In the event of any difference of opinion or dispute on any issue Parties would endeavour to mutually resolve in the best interest of the Institution. Mutual discussion may be held at the apex level between the Director, IITKGP and the Managing Director of PMC.

14.2 **Arbitration:** In the case of dispute arising upon or in relation to or in connection with the contract between the parties, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of 3 (three) arbitrators, one each to be appointed by IITKGP and PMC, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators appointed by the parties to reach a consensus regarding the appointment of the third arbitrator within a period of 30 days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed by the Secretary of the Ministry of Human Resources & Development. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.

14.3 Arbitration proceedings shall be held in Kharagpur and the language of the arbitration proceeding and that of all documents and communications between the parties shall be English.

14.4 The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the parties. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

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Article 15

GENERAL CLAUSES

15.1 **Jurisdiction:** The jurisdiction shall be the Jurisdiction of the Paschim Midnapore District Court.

15.2 **Laws:** This AGREEMENT shall be subjected to Indian Laws.

15.3 **Relationship:** Nothing in this Agreement creates a joint venture, relationship of partnership or agency between the parties. Accordingly, except as expressly authorised under this Agreement neither party has authority to pledge the credit of or make any representation or give any authority to contract on behalf of another party. No PMC employee shall be construed as being an employee of IITKGP by virtue only of this Agreement or the performance of the PMC's obligations under this Agreement.

15.4 **Precedence:** Notwithstanding any clause in this agreement, including Clause 15.7 of this Agreement, the provisions mentioned in the Tender document will have an overriding effect on this Agreement.

15.5 Notice: Wherever Parties are required to serve notice, the notice period shall be of 15 days. Notice can be served by process server through postal method or through email or both. The Notice shall be served on the Nodal Officers who shall receive the notice for and on behalf of the contracting parties.

15.6 Severability: In the event any provision of this AGREEMENT is judicially declared as void, other provisions of this AGREEMENT shall survive as lawfully binding and constitute as if a new Agreement has been novated.

15.7 Entire Agreement: Except otherwise provided in this Agreement, this Agreement and any corrigenda / addenda together constitute the entire agreement and understanding between the Parties and supersedes any and all prior negotiations, correspondence, Term Sheets/LOI, agreements, understandings, duties or obligations between the Parties in respect hereof.

15.8 Read as a whole: Meaning of any provision if not adequately defined hereinabove, the meaning shall be ascertained by reading this AGREEMENT as a whole.

15.9 Amendment: Any amendment to this AGREEMENT by way of addition, alteration or novation shall be made by and between the Parties in writing and mutually consented.

15.10 Stamp: The Agreement shall be typed in duplicate on a stamp paper of Rs.100/- (Rupees One Hundred only) each.

15.11 Place of Agreement: This AGREEMENT shall be executed at Indian Institute of Technology Kharagpur.

15.12 Notice persons:

Notice shall be served to the nodal officers as follows:

For IIT Kharagpur : The IITKGP Engineer associated with the Project to be specified in Work Order.

For PMC: The Nodal Officer to be specified upon acceptance of Work Order.

15.13 This Agreement may be executed in counterparts, all of which shall constitute as a single agreement between the parties.

We accept the terms and conditions set out in this Agreement.

Signed at Kharagpur on this day as mentioned above.

For and on behalf of Indian Institute of Technology Kharagpur	For and on behalf of PMC
Registrar	Mr.
WITNESS	WITNESS

Annexure A

1.1 DETAIL SCOPE OF WORK OF PROJECT MANAGEMENT CONSULTANT (PMC) (Pre-Tender and Approval Stage)

1. The Project Management Consultant will appoint the consultants after getting the same approved by IIT Kharagpur. The Selection will be through a process of bidding or through a design competition. This will be based on a mutually agreed process. The experts from IITKGP or its nominee from Technical committee will be involved in the selection procedure.
2. Finalizing the Conceptual design based on input obtained from selected consultant(s) for approval by IIT Kharagpur.
3. Providing expert advice in conceptualizing the terms of scale, quality and scope of services and developing a strategy to achieve overall objectives for the facility.
4. Creating the overall project plan for revamping the sewerage network and operationalizing the network covering all aspects of the project conceptualization to implementation to commissioning in consultation with IIT Kharagpur.
5. Preparing a detailed cost estimate as per Govt. schedule and analyses of rates of CPWD/PWD/ market rate in order of preference.
6. Coordination for engineering designs prepared by the Consultant, regarding its implementation, Project Planning & site data collection etc.
7. Modifications and incorporation of additional requirements through appointed consultant wherever recommended by the appointed Technical Committee of IIT Kharagpur considered necessary in the designs and drawings to improve the performance.
8. Preparation of detailed Program Evaluation Review Technique/Critical Part Method (PERT/CPM)charts, analysis of various project related activities with reference to time frame, resource allocation & scheduling etc. using latest techniques and software for approval.
9. Obtaining all necessary clearances/ approvals from statutory bodies and Local authorities for starting the works, execution, completion and use of the completed works.
10. The scope of work of the Consultants appointed by PMC (Article 1.1.1 of Annexure A) shall include (but not limited to) the following:
    (i) Conducting Topographical Survey with contouring / drawing longitudinal sections
    (ii) Utility mapping of existing sewer lines, manholes, septic tanks, soak pits , pumping stations etc.
    (iii) Utility Mapping of existing underground electrical/power/network/OFC/watersupply/drainage/telephone/pumping stations/utility chambers/valves etc.
    (iv) Mapping of existing roads / pathways /drainage etc.
    (v) The above survey should be conducted for the entire IIT main Campus

1.2 DETAIL SCOPE OF WORK OF PROJECT MANAGEMENT CONSULTANT (Tender and Award of Work stage)

1. Undertaking all types of tendering procedure for selection of consultant and contractor including preparation of tender drawings and document, schedule of finishes duly approved by IIT Kharagpur or Group of Experts / Committee engaged by IIT Kharagpur.

2. The Project Management consultant will short list the agencies for execution of work and allied services for the said project by inviting expression of interest / notice inviting tender etc. through press notice, analyzing the details furnished by intending agencies/ contractors and submit recommendations to IIT Kharagpur for approval of the shortlist.

   The Project Management Consultants shall invite expression of interest / notice inviting tenders based on documents approved by IIT Kharagpur, strictly in line with the prevailing Government of India / CVC norms. The Project Management consultant will maintain the records of copies printed, sale of tender documents and stock etc. The cost towards advertisement, if any incurred by the Project Management Consultant, shall be reimbursed by IIT Kharagpur on production of bills w.r.t the same.

3. Providing expert advice for checking the prepared detailed engineering design including Collection & Conveyance System, Sewerage Pumping Stations, Sewerage Pumping Mains, Sewerage Treatment & Disposal (Civil Works, Plant & Machinery), Recycled water for Agriculture, Gardening & Flushing, Recycled Water Storage, Ultimate disposal for sludge and associated components for e.g. Architectural design, Structural details, Electrical details, STP/ETP component, Sanitary & Plumbing details, Communication and networking plan, Call System, Fire detection, Water supply & Sewerage service level details, Fire protection and fighting systems, Waste management, Landscaping, Schedule of Finishes, least life cycle cost analysis etc. to be submitted by the appointed consultant/PMC.

4. Finalization in coordination with appointed consultant the draft tender documents including drawings, specifications, detailed estimates and bill of quantities, General & Special conditions of Contract etc. complete in all respect and adequate enough for inviting tenders.

5. The Project Management Consultant shall assist IIT Kharagpur in holding pre-tender meeting in a pre-determined manner in consultation with IIT Kharagpur and other clarifications if any, sought by the intending bidders. The draft minutes of the pre-tender meeting shall be drawn by the Project Management Consultant and got approved byIIT Kharagpur. The minutes of the Pre-Tender meeting shall form part of the main contract document for this work.

6. The PMC shall receive and open the tenders in a mutually agreeable pre-determined manner at pre-designated venue on the appointed date and time, in the presence of intending bidders and also IIT Kharagpur's representatives (if desired by IIT Kharagpur). The offers so received, shall be tabulated, evaluated and assessed by Project Management Consultant. After technical evaluations of bids, Project Management Consultant shall submit their recommendations to IIT Kharagpur for approval. On acceptance of the tender by IIT Kharagpur, Project Management Consultant shall assist IIT Kharagpur for issue of letter of Intent/Letter of Award, and on its acceptance by the selected bidders and take further necessary actions in accordance with the tender conditions.

7. The Project Management consultant shall develop a Project Schedule that coordinates and integrates the design efforts/schedule with construction schedules' update the Project Schedule incorporating a detailed schedule for all activities of the Project, including realistic activity sequences & durations, Process/prepare all drawings, sub

activities, check and finalize contractor's detailed programme of activities commensurate with the tender provisions, requirement of labour, materials & samples and delivery of products requiring long lead-time procurement.

8. The Project Management consultant shall assemble multi-disciplinary construction management team as approved by IIT Kharagpur and have preliminary interaction with the contractor's Project Team on behalf of the IIT Kharagpur to initiate all preliminary actions and mobilization. The Project Management consultant shall have an office & provide adequate Technical & non-Technical staff as per project requirement and furnish the list of officials who will be posted for the project along with their professional qualifications in line with the stipulations. There should be no legal proceedings against the officials and should not be a terminated person from the Semi-government / Government Department.

9. The Project Management Consultant shall prepare a Project Budget and cash flow statement as soon as major project requirements have been identifiedand update the same periodically for the IIT Kharagpur's approval and suggest corrective actions.

1.3 DETAIL SCOPE OF WORK OF PROJECT MANAGEMENT CONSULTANT (Construction Stage)

1. The Project Management Consultant shall perform all the duties, liabilities, functions and obligations as laid down with reasonable skill, care and diligence. Also ensure that the works are executed at site strictly as per the approval granted by IIT Kharagpur, the terms and conditions of the Contract Agreement entered between the PMC and the respective Contractors, within the given time frame & budget provisions.

2. The Project Management consultant will be required, during the construction phase to provide the field supervision and sufficient technical assistance (staff) for check on quality control of the work at site. For this purpose, the Project Management Consultant shall have to post their Quality Control Engineer at the site of work and provide the agreed necessary and adequate technical staff, for supervision and exercising adequate and constant day to day technical supervision over the construction including giving layout, its checking, checking requirements of materials and equipment and their procurement in time, conforming to approved specifications and accepted standards. Submission of weekly or fortnightly progress report, as may be mutually agreed upon including maintaining necessary site records, containing data in support of the same, carrying out field tests on materials, structures etc. and obtaining necessary approvals thereon and maintaining adequate records thereof and certifying the bills for payment to the Contractors including recommendation of extension applications, extra items, variation statements, quality control check for final bills etc. on the forms prescribed by the PMC. The PMC will bear the entire responsibility of certification of bills and payment.

3. Cropping up of extra items/ substituted items and deviations should strictly be avoided. However, in unavoidable circumstances extra items/ substituted items if asked specifically by IITKGP, deviation the necessary statement duly supported by justification and analysis of rates shall be submitted by the Project Management Consultants as per CPWD formats or any other formats approved by IIT Kharagpur along with consultant's recommendations for extra/ substituted items. The Project Management Consultant should ensure that the case is put up for IIT Kharagpur's approval early enough. Extra items necessitated out of lapse, deficiency or defects in planning shall not entertained by

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IITKGP and shall be met out by PMC within the corresponding scope of the preliminary estimated amount for the project committed by IITKGP in the Work Oder for PMC.

4. The scope under this phase of the assignment shall include, inter-alia, the following:

a. Complete day to day supervision of contracted work ensuring quality control in accordance with tender stipulations, specifications, drawings and site conditions. The quality control will be exercised at all stages of construction, viz. approval of materials, inspection of equipment, usage thereof in proper proportions and workmanship at all stages of execution of individual items of work.

b. Ensure proper establishment of field laboratories / quality control equipment on site by contractors to conduct tests on materials/mixes being used for construction such as cement, steel, bricks, mortars, concretes etc. Essential gauges, instruments etc. should be got calibrated periodically. The Project Management Consultant shall maintain necessary site records and obtain data in support of the same. They shall carry out field and laboratory tests on materials of construction as well as partially or completely erected structures etc. and maintain adequate records thereof.

c. Ensuring Safety, Health and Environment (SHE) plan at site by a dedicated proficient team for planning, supervision, control and monitoring SHE activities at site in close coordination with the construction activities.

d. Suggesting modifications, if any, due to site conditions and submit the recommendations along with cost variations on account of the same to IIT Kharagpur for approval.

e. Ensure regular and timely flow of working drawings/ instructions so as to complete the works without any delay on account of the same.

f. Verification and payment of contractor's periodic or stage wise bills for the work done and material / plant advance, recording joint measurement of work and certification of the bills that the work is in accordance with the design, quality etc. and maintain necessary site computerized measurements records and other site records which are to be made available to IIT Kharagpur for verification/authentication, if required by IIT Kharagpur.

g. Monitoring progress by using modern methods of control such as computerized PERT/ CPM, submission of progress reports of work executed monthly. Both financial and physical progress reports with reference to prefixed targets will be prepared. Constant review of progress within present time and cost parameters will have to be done. The Consultant will have to suggest improvements from time to time. Consultants shall inform IIT Kharagpur of the progress of the project vis-à-vis PERT/CPM controls on periodic interval basis.

h. Complete administration and management of contract till expiry of the contract period.

i. Coordination with other contracting agencies, local authorities etc. which may be expected to be working in the same area.

j. The Project Management Consultant shall be responsible for assessing, verifying and sending replies to the day-to-day issues raised by the contractors during the execution of work or after completion of the work. However, in case of any claims with financial implication, approval of IIT Kharagpur shall be obtained. Nothing extra will be paid to the Consultant for such works. The consultant shall work as conciliator in the event of any dispute arising between the parties before the matter goes to legal forum. Consultant shall deal with all Arbitration / litigation cases either with Arbitrator or with any other court or Law during the contract period as defined in the agreement till its conclusion.

k. Rendering generally as Project Management Consultant, all technical services/ guidance/ advice as may in any way relate to or arise out of the construction of the said work as have been entrusted to the Project Management Consultant by IIT Kharagpur.

l. The Project Management Consultant shall collect and deliver to IIT Kharagpur any specific written warranties or guarantees given by others, including all required trade contractor guarantees and warranties.

m. The Project Management Consultant shall prepare a realistic cash flow / expenses on budget head for the project on available information and update the same as required on a regular basis to reflect the current status.

n. In case certain additional works are required to be carried out for obtaining approval of statutory bodies or to make the completed works/ areas operational, Project Manager, on obtaining the approval from IIT Kharagpur shall complete the same before handing over the said completed works to IIT Kharagpur, or to its appointed maintenance agency or to allottee.

o. The Project Management Consultant shall keep IIT Kharagpur apprised of any delays; keep a hindrance register indicating all details of all such delays which will also be furnished with recommendations for approval of IIT Kharagpur for grant of extension of time by IIT Kharagpur to contractors.

2.4 DETAIL SCOPE OF WORK OF PROJECT MANAGEMENT CONSULTANT (Completion Stage and Handing over Stage)

1. Obtain and submit all the records from the Consultant and the records of any changes made in the works during the progress of works and submit adequate number of completion reports and completion drawings for the project, prepared by the contractor/ Consultant incorporating all such changes, duly authenticated as required for obtaining 'Completion Certificate' from Statutory authorities, wherever required.

2. Obtain certificate from Consultant and submit "As Built Drawings" prepared by the contractor at an appropriate scale indicating the details of building, structure, equipment, network layout and services duly authenticating and supply 8 sets of as built/completion drawings to Project Coordinator IIT Kharagpur also hand over the originals of the completed drawings.

3. Obtain from the consultant and submit two soft copies of the entire drawings / documents & two sets of drawings on reproducible paper for the works executed to the Project Coordinator, IIT Kharagpur.

4. Verification of work on its completion and issuing completion certificates (virtual as well as actual) for the completed works, so as to enable IIT Kharagpur to record completion of the works.

5. Verification by taking and recording joint measurements of the final bill to be submitted by the contractors, process, certify and recommend as per the terms and conditions of contract agreement for release of final payment and attend to the observations / queries raised while processing the same for payments.

6. Project Management consultant shall also submit necessary information as required by IIT Kharagpur for finalization of accounts and commits to continue till the accounts are finalized at agreed upon terms.

7. The Project Management Consultant shall maintain complete documentation and render all technical services as may in any way relate to or arise out of the construction of the said work as have been entrusted to the Project Management Consultant by IIT Kharagpur. Project Management Consultant shall obtain statutory approval/ approvals of IIT Kharagpur or the maintenance agency appointed by IIT Kharagpur for the said purpose, with respect to the completed works.

8. The completed works shall be handed over by the Project Management Consultant along with the necessary documentation in pre-determined phases, to the IIT Kharagpur or the appointed agency or any allottee / occupant authorized by IIT Kharagpur. Consultant shall also promptly attend to any defects/ deficiency noticed in the completed works within the scope of work of execution by the said taking over agency without demur.

9. Preparation of "Maintenance Manual" for all the internal and external services.

2.5 Reports to be submitted

1. The Project Management Consultant will prepare and submit the following reports (as given below) to IITKGP on the format prepared by the consultants and as approved by the IITKGP (except for commencement report)

Sl No.	Report	Frequency	Due Date/ Time	No. of copies
1	Inception report	One time	15 days after commencement of services	10
2	Physical Progress report accompanied with graphical progress mapping, financial and expenditure statements	Every month	Before 10th day of the following month	10

	for the corresponding period (on fortnightly periodic interval basis)			
3	Final Report	One time	Within 15 days of handing over to IITKGP of the project component.	10

2. The Commencement Report shall contain the details of all meetings held with the Client and the contractor and decisions taken therein, the resources mobilized by the Project Management Consultant as well as the contractor and the PMC's' perception in the management and supervision of the maintenance works. The Report shall also include the Work Programme and Resource Mobilisation for the Project.

3. The Monthly Progress Report shall contain details of all meetings, decisions taken therein, mobilization of resources (Consultants' and the contractor), detailed compliance report of each activity, progress and the projected progress for the forthcoming periods. The Report shall clearly bring out the delays, if any reasons for such delay(s) and the action taken for corrective measures.

4. The Project Management Consultant will prepare a comprehensive final completion report after completion of the work. The report shall incorporate summary of the method of maintenance supervision performed, problems encountered and solutions undertaken thereon and recommendations for future projects of similar nature to be undertaken by the employer.

INDIAN INSTITUTE OF TECHNOLOGY KHARAGPUR
भारतीय प्रौद्योगिकी संस्थान खड़गपुर