

Management Development Institute Murshidabad

NOTICE INVITING TENDER

(No. MDIM/Admin/Projects/2021/37 dated 10-3-2021)

Management Development Institute Murshidabad (MDIM) invites tenders under two bids system from Central/State Public Sector Undertakings (PSUs) for selection of Project Management Consultant (PMC) for Comprehensive Design Engineering and Construction of various upcoming projects in the campus of MDI Murshidabad, West Bengal. The PMC shall be selected on the basis of Quality-cum-cost based selection system (QCBS) as defined in the tender documents:

| | | |
|-----|--|---|
| 1. | Employer | Management Development Institute Murshidabad (MDIM) |
| 2. | Estimated cost of project | Rs. 65 Cr. + Taxes (subject of availability of fund) |
| 3. | Completion Time | : 3 years (extendable up to 2 years) |
| 4. | Cost of Tender Document | Rs. 2000 (in the form of DD/Pay order in favour of MDI Murshidabad and payable at Omarpur / Jangipur / Raghunathganj |
| 5. | Bid Security (EMD) in the form of Bank Guarantee | : Rs. 2,00,000/- in the form of DD/TDR/BG |
| 6. | Date and time of opening of Tender. | : 30-Mar-2021 (3:30 p.m.) |
| 7. | Last date and time for submission Tender | : 30-Mar-2021 (3:00 p.m.) |
| 8. | Pre - bid meeting | : 19-Mar-2021 (11:00 a.m.) |
| 9. | Date of opening of Technical Bid | : 30-Mar-2021 (3:30 p.m.) |
| 10. | Date of opening of Financial Bid | : Will be intimated later |

The tender documents can be downloaded from the website www.mdim.ac.in and Corrigendum, if any, would be uploaded only on the above website.

The sealed tenders may be submitted at the Office of Registrar, MDI Murshidabad, Inside Jangipur Bengal Mega Food Park, NH-34, Kulori, P.O.- Uttar ramona, PS – Raghunathganj, Dist-Murshidabad, West Bengal – 742235 on or before last date of submission of tender.

MDIM reserves the right to accept or reject any or all tenders without assigning any reason thereof.

D. Sanyal
18/3/2021
(Registrar)

Registrar
MDI Murshidabad



BID DOCUMENT

FOR

SELECTION OF PROJECT MANAGEMENT CONSULTANT (PMC) for Providing Comprehensive Design Engineering and Construction of various upcoming projects in the campus of MDI Murshidabad, West Bengal for a period of 3 years (extendable up to 2 years)

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Information to Bidders (ITB)

Management Development Institute Murshidabad (MDIM) is a AICTE approved Business School and 2nd campus of MDI Gurgaon. MDIM intends to engage the services of Project Management Consultant (PMC) from amongst Public Sector Undertakings (PSUs) set up by the Central or State Government to carry out civil or electrical works for **Comprehensive Design Engineering and Construction of various projects in the campus of MDI Murshidabad, West Bengal for a period of 3 years (extendable up to 2 years)**. Approximate value of works would be Rs. 65 Crores + Taxes (approx.) and MDIM shall award the works on the basis of availability of funds and approval of its Board. MDIM will select the PMC on the basis of Quality-cum-cost based selection system (QCBS).

2.0 Definitions

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

- 2.1 **'Owner / Employer'** shall mean the **Management Development Institute Murshidabad (MDIM)** and shall include their legal representative, successor and permitted assigns.
- 2.2 **'PMC'** shall mean the Project Management Consultant engaged by the Owner.
- 2.3 **'Authorized Representative'** shall mean the representative of Project Management Consultant.
- 2.4 **'Projects'** shall mean construction of "various projects in the campus of MDI Murshidabad, West Bengal"
- 2.5 **'Services'** shall mean the Project Management Consultancy for Comprehensive Design Engineering, construction and development.
- 2.6 **'Contractor'** means the contractor or contractors or suppliers or agencies employed by the PMC for the work or any connected work, including the PMC itself in case any work is done directly by the PMC.
- 2.7 **"Completion"** means when the Building(s) Structures(s) are complete in all respects along with associated services i.e. ready to occupy and are actually handed over to the Employer.

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3.0 ELIGIBILITY CRITERIA:-

3.1 As per clause 7.1 of this document.

4.0 BROAD SCOPE OF WORK:

- Design and Engineering of the project including civil, architectural, Structural, Plumbing, Electrical, Environmental, Sewerage, Fire HVAC, Furniture & IT Networking.
- Obtaining statutory approvals for design and drawings wherever applicable.
- Project Management and Construction supervision as per design requirements by calling tender for Appointment of Contractor.
- Obtaining completion / occupancy certificate if applicable.
- Handing over the facilities to Owner.
- Maintenance of building / campus during the defect liability period of 12 months from date of handover.

Tentative Projects/works in next 3+2 years:

| Sl. No. | Project/work | Tentative Project Cost (Rs. in lakhs) | Remarks |
|---------|---|--|---|
| 1. | Director's Bungalow | 94.00 | New Building (Single Storied) |
| 2. | Extension of canteen at 1 st floor level | 89.00 | To be constructed on existing canteen area including all |
| 3. | 2 new lecture halls with 60 capacities each + One additional computer Centre with 100 capacity each | 462.00 | New Building (Double Storied with all necessary facilities) |
| 4. | New Boys Hostel (G+5) for 160 students with kitchen & dining hall | 2748.00 | New Building (Six Storied building with all necessary facilities) |
| 5. | Faculty quarters (8 nos. flats) | 511.00 | Two new additional floors have to be constructed over existing G+ 3 structures |
| 6. | One Auditorium of 600 capacities with balcony | 1978.00 | Furniture included. Basement for car parking, electrical fixtures, seats, etc. Cantilever gallery type structure. |
| 7. | Indoor sports, Cultural Centre Yoga Centre, Health centre with 20 beds | 414.00 | A new building has to be constructed of G+2 storeyed. Height of each floor would be 4.80m. |
| 8. | Sewerage treatment plant | 182.00 | Medium capacity. To be constructed |
| | TOTAL | 6478.00 | In addition Taxes as applicable are payable |

The above upcoming Projects/Works will be executed in a span of next 3+2 years based on the availability of fund and approval of the Board. Separate Agreement/MoU for each of the above Project/Work will be prepared with the PMC as and when the Project/Work commence. Terms of reference of agreement/MoU are spelt out at Clause 8.0

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5.0 BID CONDITIONS:

- 5.1 The Bidders shall provide their services as PMC for a period of 3 years (extendable up to 2 years) or till the completion of works, whichever is later.
- 5.2 Owner reserves to itself the authority to reject any or all of the bids received and changes the scope of the work without assigning any reason. The Owner also reserves the right to itself to terminate the bidding process at any stage without assigning any reason.
- 5.3 The offer, in which any of the prescribed conditions is not fulfilled or where the bidder puts any condition including that of conditional rebate, shall be liable to be summarily rejected.
- 5.4 Canvassing whether directly or indirectly, in connection with the bid is strictly prohibited and the bid submitted by the bidder who resorts to canvassing in any form would be liable to rejection.
- 5.5 The offer shall remain open for acceptance for a period of 90 days from the date of opening of 'Bids'.
- 5.6 Bidder must ensure before submitting the bid that each and every page of the bid documents is signed by the authorized officer of the organization. The bid document shall form a part of the contract agreement. The successful bidder on acceptance of his bid by the Accepting Authority, and issue of letter of intent/award shall, within 30 days, sign the contract agreement.
- 5.7 To obtain first-hand information on the assignment and on the local conditions, bidders are advised to visit the site. Bidders are expected to be informed themselves of local conditions and take these into account while preparing their bids.
- 5.8 Bids in Joint Venture / Consortium will not be accepted.

6.0 FINANCIAL BID

Financial Bid shall be opened later among the technically eligible bidders.

The Service Charges for PMC shall be all inclusive but excluding GST and shall be quoted in terms of percentage (%) of Project Cost (excluding labour cess & GST) both in figure & in words duly signed by the Authorized Signatory to be indicated in the prescribed format provided at Annexure-V. GST as applicable shall be paid extra.

7.0 EVALUATION CRITERIA:

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

7.1 Minimum Eligibility Criteria:

A. The PSU agencies, who fulfil the following minimum eligibility requirements shall be eligible to apply.

Should have satisfactorily completed the works as mentioned below during the last five years (FY 2015-16 to 2019-20)

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(i) Three similar works of Planning Designing Engineering and construction of value not less than Rs. 26 Cr. each (costing not less than 40% of estimated cost)

OR

(ii) Two similar works of Planning Designing Engineering and construction of value not less than Rs. 39 Cr. each (costing not less than 60% of estimated cost)

OR

(iii) One similar work of Planning Designing Engineering and construction of value not less than Rs. 52 Cr. (costing not less than 80% of estimated cost).

Similar works means experience in Project Management Consultancy for Comprehensive Design Engineering and project execution for Development of IIT/ NIT/ University/ Educational/ Institutional buildings for various departments.

- B. Average annual financial turn over shall at least Rs. 1000 crores during the immediate last 3 consecutive financial years i.e. FY 2019-20, 2018-19 & 2017-18.
- C. The agency should not have suffered losses during last 3 financial years i.e. FY 2019-20, 2018-19 & 2017-18.
- D. Agencies that are debarred or blacklisted by any Govt Departments are not eligible to participate in the tender. A Certificate is to be submitted along with the bid by the bidders to the effect that they are not debarred or blacklisted by any Govt Department. In case if it is found at later stage that the bidders is a blacklisted company declared by any Govt Department then the work shall be withdrawn and EMD / bid security shall be forfeited.

7.2 Evaluation of Technical bids (on meeting min. eligibility criteria)

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

| S. No. | Criterion | Evaluation |
|----------|---|---|
| A | Technical Manpower | 20 Marks |
| (i) | Presence of in-house professionally qualified staff in the PSU in indicative categories | |
| | Civil Engineers (B.Tech./B.E. & above) | Max. 10 marks <ul style="list-style-type: none">201 Engineers & above: 10 marks101 to 200 Engineers: 07 marks50 to 100 Engineers: 05 marks |
| | Electrical Engineers (B.Tech./B.E. & above) | Max. 05 marks <ul style="list-style-type: none">7 Engineers & above: 05 marks1 to 6 Engineers: 03 marks |
| | Architect (in house) (B.Arch. & above) | Max. 05 marks <ul style="list-style-type: none">2 Architects & above: 05 marks1 Architects: 03 marks |
| B | Methodology, understanding of Project and presentation on company/organization | Max. 25 marks |



| | | |
|--------------|---|--|
| C | Past experience of the PSU | Max. 30 marks |
| (i) | Experience in similar works during last 5 years (FY 2015-6 to 2019-20) Projects completed successfully | Max 10 marks <ul style="list-style-type: none"> • Minimum eligibility criteria: 06 marks • Twice or more than minimum eligibility criteria: 10 marks |
| (ii) | Current Status of PSU | Max. 05 marks <ul style="list-style-type: none"> • Navratna & above: 05 marks • Schedule A – Mini Ratna: 03 marks • Schedule B – Mini Ratna: 02 marks |
| (iii) | No of years in the relevant operational area | Max 05 marks <ul style="list-style-type: none"> • More than 50 years: 05 marks • 26 to 50 years: 03 marks • 10 to 25 years: 02 marks |
| (iv) | MOU ratings of the PSU MOU rating for the last 5 years (Weighted average) | Max. 05 marks <ul style="list-style-type: none"> • Excellent : 05 marks • Very good: 03 • Good: 02 marks |
| (v) | Experience in constructing Green Building | Max. 05 marks (At least single project completed with 3 star) <ul style="list-style-type: none"> • GRIHA/Platinum LEED rating 05 star-5 Marks • GRIHA/Gold LEED rating 05 star-3 Marks • GRIHA/Silver LEED rating 03 star -1 Mark |
| D | Financial capability | Max. 25 marks |
| (i) | Average annual financial turnover in last 3 financial years (FY 2019-20, 2018-19 & 2017-18) | Max. 15 marks <ul style="list-style-type: none"> • Minimum eligibility criteria: 09 marks • Twice or more min. eligibility criteria: 15 marks |
| (ii) | Average Annual Profit (PBIDT) in last 3 financial years (FY 2019-20, 2018-19 & 2017-18) | Max. 05 marks <ul style="list-style-type: none"> • Between Rs. 50 cr. to 100 cr. : 02 marks • Above Rs. 100 cr. to 300 cr.: 03 marks • Above Rs. 300 cr.: 05 marks |
| (iii) | Net worth as on 31 st March 2020 | Max. 05 marks <ul style="list-style-type: none"> • Between Rs. 100 cr. to 500 cr. : 02 marks • Above Rs. 500 cr. to 1000 cr.: 03 marks • Above Rs. 1000 cr.: 05 marks |
| | TOTAL | 100 MARKS |

- a) The Technical Evaluation shall be carried out based on the documents submitted by the bidder for technical bid.
- b) The evaluated Bid will be given a **Technical Score (TS)**. The minimum technical score required to qualify technical evaluation (Stage – I) is 70. A bid will be considered unsuitable and will be rejected at this stage if it fails to achieve the minimum technical score. OWNER will notify bidders who fail to score the minimum technical score about the same and the Financial Bids of such failed bidders will not be opened.
- c) Owner will notify (through email) the bidders who secure the minimum qualifying technical score, indicating the date and time for opening of the Financial Bids.

7.3 Evaluation of Financial Bid & Award of Contract:

The Financial Bids will be opened only of those bidders who secure 70 marks and above in technical bid (Stage –I). The cost indicated in the Financial Bid shall be deemed as final and reflecting the total cost of services and should be stated in % only. GST as applicable shall be paid extra. The final selection of the tenderer for the award of work will be based on the scores secured by it in the Technical bid (Stage- I) and the price quoted by it in the financial bid (Stage-II) as detailed below:

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

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

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

'FS' is the financial score of a bidder,

'FL' is the lowest Financial Proposal among all and

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

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

$$CS = TS \times 0.80 + FS \times 0.20.$$

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

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8.0 TERMS OF REFERENCE:

8.1 RESPONSIBILITIES OF THE PMC

- a. Subsequent to signing of the Agreement/MOU, the PMC shall take possession of all encumbrances free site from the Employer and shall nominate a responsible Engineer for execution of the project under intimation to the MDIM.
- b. PMC shall undertake construction of the said project on the said land on turnkey basis including planning, designing, construction, furnishing equipping the buildings and allied facilities assigned to them complete in all respects and handing over the same to MDIM in ready to occupy condition for its use after complying with all the statutory and regulatory requirements and maintain adequate safeguards. PMC has agreed to render and maintain world class standards with regard to the Architectural and Engineering Designs, and other jobs of the project as shall be entrusted to it.
- c. The buildings as shall be constructed will be seismic resistant, lightning arrested, "Green" with intelligent Building Management System, Energy Efficient, Barrier Free Building and will aspire to achieve the GRIHA / US Green Building Council's (USGBC) leadership in Energy and Environmental Design Programme (LEED) Rating.
- d. PMC will engage Architect of national repute preferably with qualifying international/national ratings for the project in consultation with MDIM. Specific requirement of MDIM for the project to be undertaken by PMC will be intimated by MDIM separately on terms & conditions set under the MOU.
- e. PMC shall submit to MDIM at least three architectural & concept design of the buildings and services in line with MDIM requirement and shall submit the preliminary estimate of the assigned project along with cost benefit analysis of the Green Energy efficient and Intelligent features of the buildings and if it is found to be in order, MDIM shall accord its approval. In case, MDIM is not satisfied with the proposed concepts, PMC shall take steps to submit modified / restructured concept design and resubmit to MDIM for its approval within one month. Upon approval of the concept by MDIM, further development of the project will be undertaken by PMC in consultation of Estate Engineer of MDIM.
- f. PMC shall prepare preliminary estimates of cost of the various items of work as required by MDIM on CPWD plinth area rates (where ever applicable) enhanced by the cost index of the area and market rate analysis for items which are not included in CPWD, PAR, to be worked out as per standard methods in consultation of Estate Engineer of MDIM.
- g. PMC shall execute the works at sanctioned cost inclusive of agency charges for project management and planning, designing, consultancy services. In case, at detailed design/ execution stage, if there is an increase in this anticipated cost, the PMC shall submit the details of the same with the supporting documents and technical/ administrative justification to MDIM.
- h. PMC shall prepare the tender documents comprising the technical specification BOQ, General Terms and Conditions, Special Conditions etc. for inviting tenders and appointing contractors. PMC shall prepare and submit the detailed estimate, detailed architectural scheme, detailed drawings and specifications required for execution of the project. MDIM will approve the detailed architectural scheme and specifications within 30 days from the receipt thereof from PMC. PMC shall execute the project as per scheme/ specifications approved by MDIM and to the satisfaction of MDIM. PMC shall assure full responsibility for the designs, specifications and safety for all the works under the project as well as materials utilized for the project.
- i. Based on detailed estimate as per approved scheme, PMC shall float tender as per MDIM norm for obtaining the competitive rates for different works of the project and comply with the statutory guidelines in doing so. PMC shall further ensure adherence to suggestion of MDIM on this behalf, if any. PMC shall follow competitive tendering process for selection of contractors for execution of work of the project and observe due diligence and transparency as well as follow all statutory and regulatory guidelines.



- j. PMC will bring to the notice of MDIM, the list of the proposed contractors/ sub-contractors/ agencies/ vendors (along with detailed terms) to whom the work will be awarded before placement of orders. This would not imply MDIM's participation in the tendering process. PMC shall also provide a road map for commencement and closure of the tendering process.
- k. PMC shall carry out survey and geo-technical investigation in accordance with relevant BIS codes and CPWD specification.
- l. PMC shall implement the project in a time bound manner and hand over the buildings/ other works completed in all respect (Ready to occupy condition) to MDIM within Months from the date of sanction of concept plans/estimate from MDIM. Project schedule will be as follows:

| Sl. No. | Activity | Time |
|---------|--|---|
| 1. | Submission of three concepts plan for approval of MDIM | 45 days of signing of agreement/MoU |
| 2. | 3D walkthrough presentation | 25 days, reckoned from the date of approval of the concept by MDIM |
| 3. | Front End Engineering (FEED), Detailed planning, Designing, working drawings, estimation etc. relevant for call of tenders and execution | 60 days reckoned from the date of approval of the concept by MDIM. |
| 4. | Statutory approvals from local authorities | As per actual |
| 5. | Preparation of tender document, call of tenders and award of work | 60 days, reckoned from the date of statutory approval. |
| 6. | Design, Engineering, Procurement, Construction, Commissioning etc. of the Project | months from the date of award of the work to the contractor/agencies. |

- m. PMC shall be wholly responsible for any observations/ comments/ defects pointed out by Estate Engineer of MDIM in the planning & procedures of execution of this project.
- n. PMC shall be fully responsible for the timely completion, the quality and structural safety of the construction.
- o. Any defects discovered and brought to the notice of the PMC during the period aforesaid shall be rectified by the contractor appointed by the PMC. PMC shall ensure that in the event of the failure on the part of the Contractor, the same may without prejudice to any other rights available to it in law, be rectified by the PMC at the cost and expense of the Contractor.
- p. The PMC shall unless otherwise specified be fully responsible for procurement of all materials and services for the Construction activity.
- q. PMC shall submit to MDIM the CPM/PERT network. BAR chart based on PRIMAVERA/ MS Project for such work and subsequent monthly report indicating physical progress thereof. During the various stages of execution, PMC shall submit monthly progress reports with site photographs to MDIM.
- r. The work shall be carried out generally in line with standards laid down by BIS, CPWD, NBC, relevant safety rules, relevant code of practices and good engineering practices. While executing the project, PMC shall strictly adhere to quality norms as per specifications for various respective works. PMC shall also ensure adherence of the above stipulation by its contractors/ sub-contractors/ agencies/ engaged by PMC.



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- s. PMC will be responsible for dealing with audit observation, contractor's claim and arbitration, if any.
- t. Extra items, deviation etc. if any, shall be executed/ carried out with due consent of Estate Engineer of MDIM.
- u. PMC will adopt a transparent system in all important decisions related to the project implementations such as selection of Architects/ Contractors/ Agencies and tendering process.
- v. PMC shall be responsible for rectification of defects during defect liability period of 12 months after completion of entire work of the project without any charge.
- w. PMC shall obtain necessary approval/ clearances related to construction and completion of the project from all local bodies/ statutory authorities including Pollution Control Board for which MDIM shall issue necessary authorization in favour of PMC, wherever so required. However, all statutory deposits/ expenses, if any required in this regard shall be borne by MDIM. PMC will ensure that all the coverage of equipment, installation, instrument etc. under Manufacturer's Normal Warranty/ Guarantee is passed to MDIM at the time of handing over.
- x. PMC shall furnish to MDIM "As Built Drawings" of the buildings and services under the project. PMC shall furnish to MDIM all necessary information about agencies, space availability etc. required for future maintenance of the Buildings.
- y. It is the responsibility of PMC to be satisfied with the authentication of the documents and preserve all the authenticated documents in respect of the execution of the work as well as quality and quantity of materials used in the progress of work.
- z. PMC shall utilize the contingency @ 3% as included in the cost estimates for the unforeseen in the project.

9.0 RESPONSIBILITIES OF THE MDIM:

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



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10.0 SERVICE CHARGES:

10.1 PMC will be paid service charges @.....% on actual project cost (excluding labour cess & GST). PMC shall bear the fees of the Architect out of the above Service Charges. The GST as may be applicable on implementation of the works shall be paid to the PMC. Any other tax levied by Government or statutory authority after signing of the MoU is to be paid extra upon submission of proof.

10.2. The expression 'actual cost of project' shall include the following:

a) All the final payments made to the contractor(s), supplier(s), agency as agreed upon in the tender for the construction of all the buildings, services, related facilities etc.

All costs of materials acquired for the project and used on the work, either directly or through the contractor(s) including storage charges, carriage and any other incidental charges connected with such materials but excluding the material not incorporated or not handed over to the Owner.

b) Actual cost of site survey, soil testing charges, laboratory charges for testing of any material, manufactured or built items including the cost of cartage of samples to and from the laboratory.

c) The cost towards vetting of design/drawings from Government Institutions such as NIT Institute /IIT Institute/IIIT Institute/Universities and/or their services for consulting any matter concerning the project.

d) All liabilities of the PMC payable to the contractors/ Sub-Contractor, suppliers and other agencies to the extent these falls within the definition of actual cost as may be left outstanding at the time of payment of final bill provided they have been accepted by the PMC as balance payment against final bill of these agencies.

e) All liabilities arising out of any court decree or arbitration award and /or any additional costs transpiring due to the direction of any Court/tribunal /statutory body and/or any other legal costs including but not limited to the cost of hiring advocates, getting legal opinions, filing of pleadings etc. for the purpose of initiating on behalf of, or defending, itself or the MDIM in any suit or arbitration, in respect of any dispute arising out of the Project works done or to be done and/or freeing the site of all encumbrances and/or charges.

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

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

10.3 The actual project cost of the work shall not include:

a) Cost of the land

b) Cost paid by the MDIM to local Government or any other statutory body or bodies for getting approvals for the project etc.

10.4 MDIM will reimburse all expenditure incurred on registration, documentation, inspection, statutory clearance and follow up with GRIHA/USGBC, fees paid the Accredited agency as approved by MDIM for energy efficiency rating from LEED India /BEE etc. on actual cost basis. No service charge will be applicable.



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11.0 PAYMENT TERMS:

- 11.1 For undertaking and implementing the said project, PMC shall be paid the actual cost of work of the project plus% towards service charges.
- 11.2 MDIM will release interest free initial deposit @ 20% of the preliminary estimated value on signing of the agreement/MoU to PMC and upon PMC's submission of corporate guarantee. The initial deposit @ 20% of preliminary estimated value, which shall be deposited by PMC in a Flexi Bank Account and interest accrued, if any thereof shall be credited to MDIM and get adjusted proportionately as hereinafter provided.
- 11.3 When 80% of the advance is utilized, PMC shall submit the utilization certificate and based on that advance will be paid/ released to PMC to make the total advance 20% of the estimated cost. This procedure of release of fund shall be repeated whenever 80% of the total advance paid to PMC is utilized and utilization certificate submitted by PMC. It is further agreed that the Utilization certificate to be submitted by NBCC shall also certify the quality of the materials as well as work done as per the tender specification. It should be ensured at no point of time the advance should exceed 20% of the estimate cost.
- 11.4 The PMC shall give to the MDIM, their monthly reimbursement bill showing description of work done, quantity & value of services rendered and applicable GST along with their expenditure claim (including PMC Service charge plus GST) duly certified by a representative of PMC engaged with the project and counter certified by Estate Engineer of MDIM, for reimbursement of expenditure incurred. MDIM shall release the payment within 20 days of submission of invoices/reimbursement bills by the PMC.
- 11.5 PMC shall submit quarterly expenditure report showing the details of expenditure as per payments made to the contractors/ sub-contractors/ agencies/ vendors from advances received from MDIM.
- 11.6 On completion of work, the accounts of the works shall be closed and a final statement shall be submitted for settlement long with refund of excess deposit received, if any, audited by a Chartered Accountant. All statutory rules & regulations pertaining to GST (as also amended in future) shall be applicable and binding on both MDIM & PMC.
- 11.7 All measurements shall be recorded jointly by Estate Engineer of MDIM, PMC & Contractor, duly signed by all concerned people. The Estate Engineer of MDIM will verify and certify the same for correctness and acceptance to effect the payment to the contractor/ sub-contractor/ agencies by PMC.

12.0 COMPLETION OF THE PROJECT

- 12.1 The work shall be completed in all respect within a period ofmonths from the date of sanction of concept plans/estimate from MDIM.
- 12.2 The PMC shall ensure observance of all labour and other laws applicable in the matter and shall indemnify and keep indemnified the owner against effect of non-observance of any such laws.
- 12.3 PMC shall obtain necessary approval/ clearances related to construction and completion of the project from all local bodies/ statutory authorities including Pollution Control Board for which MDIM shall issue necessary authorization in favour of PMC, wherever so required. However, all statutory deposits/ expenses, if any required in this regard shall be borne by MDIM. PMC will ensure that all the coverage of equipment, installation, instrument etc. under Manufacturer's Normal Warranty/ Guarantee is passed to MDIM at the time of handing over.



- 12.4 PMC shall furnish to MDIM "As Built Drawings" of the buildings and services under the project. PMC shall furnish to MDIM all necessary information about agencies, space availability etc. required for future maintenance of the Buildings.
- 12.5 The PMC shall submit completion report with drawings and maintenance schedules to the MDIM within 60 (Sixty) day of completion of work.
- 12.6 The defect liability period of this project shall be 12 months after completion of work or taking over of building whichever is earlier. PMC shall be responsible for satisfactory rectification of defects.

13.0 LIQUIDATED DAMAGES

- 13.1 PMC shall be required to complete the construction of project within the period stipulated in the MOU. In case of delay, which may occur due to the reasons beyond the control of PMC, PMC would approach the MDIM with full details for extension in time limit for completion of the works.
- 13.2 In case, completion of the project is delayed due to reasons solely attributable to the contractors/Agencies/Suppliers engaged for the project by the PMC, the PMC shall impose liquidated damages @ 0.5% on awarded contract value for each week of delay subject to a maximum of 10% (ten percent) of the awarded contract value and the benefit shall be passed on to the MDIM on immediate basis.
- 13.3 If the delay in completion is solely attributable to the PMC, the PMC shall be liable to pay as damages to MDIM a sum calculated @ 0.5% of the Service Charges for the balance work for each week of delay, subject to a maximum of 10% (Five percent) of the Service Charge.
- 13.4 The PMC shall be fully responsible to defend any suits or arbitration cases arising out of project in connection with the work between the PMC and its Contractor(s).
- 13.5 Any compensation levied by the PMC due to non-fulfilment of any clause of the contract by the contractor or any such recovery from the contractor for bad work or any other reasons whatsoever shall be passed on to the MDIM.

14.0 FORCE MAJEURE

- 14.1 For the purposes of this agreement/MoU, "Force Majeure" means an event which is beyond the reasonable control of both parties and which makes parties' performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- 14.2 The PMC shall not be considered in default if delay in completion of the work occurs due to force majeure conditions as explained in 14.1. The PMC shall notify MDIM in writing within ten days from the date of such occurrence. In the event of delay due to such causes, the completion schedule will be extended for a length of time equal to the period of force majeure by the express consent and approval of MDIM.



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- 14.3 PMC shall not hold responsible any contractor/ agency for the delay/ stoppage of work due to force majeure conditions as explained in 14.1 and for losses suffered if any, by the MDIM on this account. Suitable force majeure clause shall be incorporated in all the agreement entered into by the PMC with the contractors/ agencies.
- 14.4 If the construction and other related work/obligation by the PMC is suspended by force majeure condition lasting for more than 02 months, MDIM shall have the option of cancelling this agreement/MoU in whole or part at its discretion without any liability on its part. In the event of such cancellation, the PMC shall refund any unadjusted advance lying with PMC and deliver back any materials issued to them by the MDIM and release facilities, if any, provided by MDIM. However, applicability of Force Majeure Clause in respect to a particular contract in the above backdrop is to be decided by MDIM.

15.0 TERMINATION OF AGREEMENT/MOU

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

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

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

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

16.0 CONFIDENTIALITY:

Except with the prior written consent by the MDIM, the PMC/Contractor/Sub-contractor and their representatives shall not at any time communicate to any person or entity any confidential information disclosed to them for the purpose of the services. The PMC shall not publicize any information pertaining to MDIM which is discussed with them during course of execution of project/work in the interest of project completion in particular and MDIM in general.



17.0 INDEMNIFICATION:

The PMC/Contractor shall indemnify the MDIM for any loss resulting from and as a consequence of errors, omissions arising out of gross negligence on the part of the PMC/Contractor or on the part of their employees/representatives/agents and shall take necessary action to remedy the loss, such as removal of defects, deficiencies and such other action as considered necessary by the MDIM to remedy the loss arising from such negligence.

18.0 THIRD PARTY LIABILITY:

The MDIM shall not be liable for any injury/death, caused to any official, employee, representative or agent of the PMC/Contractor or their sub-contractors working at the site or damage to their properties for any reason whatsoever and MDIM shall not entertain any claim from any person on that behalf. It would be the responsibility of the PMC/Contractor to get their official, employees, representatives, agents or their sub-Firm/Contractors insured against the possible risks involved in the discharge of their duties at the work site.

19.0 ARBITRATION

- 19.1 In the event of any disputes or difference relating to the interpretation and application of the provisions of the agreement/MoU, (whether during the progress of the works or after their completion) the same shall be settled amicably through mutual discussions for resolving the issue. The parties can also take assistance of other available effective Govt. machineries for resolution of such disputes failing which the matter may be referred to Sole Arbitrator to be appointed by the consent of the parties in accordance with the provision of the Arbitration & Conciliation Act 1996 (as amended up to date). Arbitration shall be in Kolkata under the exclusive jurisdiction of the Kolkata courts.
- 19.2 PMC shall be fully responsible to defend any suits or arbitration cases arising out between PMC & its Contractors.
- 19.3 All Arbitration award(s) / court decree(s) in the favour of the contractor (s) shall be borne by the MDIM. However PMC shall not be paid any fee on such Arbitration award(s)/ court decree(s) in the favour of contractor(s).
- 19.4 The Arbitration/ Court cases shall be contested by PMC on behalf of the MDIM and necessary fees and expenditure shall be borne and paid by the MDIM .

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(NIT No. MDIM/Admin/Projects/2021/37 dated 10-3-2021)

LETTER OF TRANSMITTAL

From:

To,

Sub: Submission of Bid for SELECTION OF PROJECT MANAGEMENT CONSULTANT (PMC) for Providing Comprehensive Design Engineering and Construction of various projects in the campus of MDI Murshidabad, West Bengal for a period of 3 years (extendable up to 2 years)

Sir,

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

Yours faithfully

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

(Please affix seal)

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Details about Bidding Agency

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



Supra

| | | | | |
|-----------------------|--|---------|---------|---------|
| 14 | Financial strength of the Organization for the last 3 years. Attach photo copies audited balance sheets. | | | |
| Turnover | | 2017-18 | 2018-19 | 2019-20 |
| | | | | |
| Annual Profit (PB/DT) | | 2017-18 | 2018-19 | 2019-20 |
| | | | | |

15. Tender Fee (Rs. 2000/-) details:
16. Bid security /EMD (Rs. 2,00,000/-) :.....
17. Attached attested copies of all the documents in support of above mentioned points including Balance Sheet with all supporting schedules.
18. It is hereby certified that ----- (The bidding PSU herein) has never been black-listed by Central/ State governments/ PSUs.
19. It is hereby submitted that all the terms and conditions of this NIT are acceptable to the Bidder PSU.

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

Signature of Authorized Signatory.
Name of Authorized Signatory
PSU Stamp

Signature



Details of personnel

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

Signature of Authorized Signatory.

Name of Authorized Signatory

PSU Stamp

[Handwritten Signature]



ANNEXURE IV

Details of Works / Projects executed during last Five years

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

Signature of Authorized Signatory.
Name of Authorized Signatory
PSU Stamp

Signature



Financial Bid

From:

To,

Sub: Financial Bid for Project Management Consultancy for Comprehensive Design Engineering and Construction of various projects in the campus of MDI, Murshidabad, West Bengal for a period of 3 years (extendable up to 2 years)

Sir,

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

| Sl. No. | Particulars | In Figure (up to 2 decimal) | In words |
|---------|---|--------------------------------|----------|
| 1 | Percentage of Service Charge for providing Project Management Consultancy for the development of various projects along with all Architectural and Engineering services as per Scope of Work (Clause no 4.0.) |% | |

Note:-

1. Fee is exclusive of GST which shall be payable on actual basis as applicable on submission of documentary evidence.

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

(Please affix seal)

[Handwritten Signature]

