

# **REQUEST FOR PROPOSAL (RFP)**

## **Providing Project Management Consultant (PMC) Services for Construction & Development of the International Centre for Drinking Water Quality (ICDWQ) at Kolkata**

Office of the Director  
**International Centre for Drinking Water Quality**  
(A Society registered under the Societies Registration Act, 1860)  
9<sup>th</sup> floor, Room No. 11, Paryavaran Bhawan,  
C/o Ministry of Drinking Water and Sanitation  
CGO Complex, Lodi road,  
NEW DELHI – 110 003

## **Invitation**

The present proposal is to establish an International Centre for Drinking Water Quality (ICDWQ) at Kolkata in pursuance of the announcement by Hon'ble Union Finance Minister in his Budget Speech 2012-13. The Centre will focus mainly on research and development activities, assessment of various treatment technologies, training, promoting doctoral and post-doctoral studies on water quality issues etc. It will cater both to rural and urban water supply and shall be under the administrative control of Ministry of Drinking Water and Sanitation, Government of India. The Centre will also cater to assistance to other countries also on demand.

2. All Government Public Sector Undertakings/ Corporations are invited to participate in the bidding process (2-bid system) of this "Request for Proposal" as a Project Management Consultant (PMC) to conceptualize, plan, make architectural drawings, design, estimate, prepare DPR, implement the construction of all buildings of the Centre including architectural, landscaping, exterior and interior designs along with all related infrastructure and essential services on a "Concept to Commissioning" approach. All infrastructures should be planned as "Green and Intelligent" buildings following National Building Code and BEE guidelines. In the Financial Bid (which should be sent in a separate sealed envelope super-scribing it as "Financial Bid") you are requested to quote your PMC charges as percentage of Total Project cost.

The detail of the RFP follows.

(D.Rajasekhar)  
Director  
International Centre for Drinking Water Quality

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# Chapter-1

## Preamble and Selection Process of PMC

### 1.1 PREAMBLE

1.1.1 The Government of India is in the process of establishing an International Centre for Drinking Water Quality (ICDWQ) as a world class autonomous institution (registered as Society under the Societies Registration Act, 1860) fully funded and administered under overall guidance of the Ministry of Drinking Water and Sanitation, Government of India. The new campus is proposed to be constructed at Joka, Diamond Harbour road, Kolkata.

1.1.2 The ICDWQ campus will have modern Administrative building, full-fledged research centre, library, auditorium, training centre and other ancillary buildings along with Guest house, staff quarters, etc. The total covered area is envisaged to be in the range of approximately 17,000 sqm, which will be constructed at an estimated cost of approx. Rs.66 crores, including all essential external services & land development etc.

The principal components of the project shall include exterior and interior design of the following:-

- Administrative Building (4 floors, totaling 4,737 sqm built-up area)
- Guest House (2 floors totaling 548 sqm)
- Research & Development Centre (3,000 sqm)
- Training Centre cum Hostel (4,000 sqm)
- Staff quarters (3,700 sqm)
- Landscaping and horticulture
- Boundary outer fencing
- Road network
- Parking spaces
- Water supply, sewerage, storm-water, electricity network within the site as well as inside all buildings
- Modern waste-water treatment system within the campus and its distribution for uses other than drinking and cooking purposes.
- Commissioning of solar energy system on all the buildings except staff quarters

Out of the above, the following components shall be taken up for construction during 2014-15 to 2016-17 (Phase-I of the project)

- Administrative Building (4 floors, totaling 4,737 sqm built-up area)
- Guest House (2 floors totaling 548 sqm)
- Basic Research & Development Centre (1,000 sqm)
- Boundary outer fencing
- Road network
- Parking spaces
- Water supply, sewerage, storm-water, electricity network air conditioning , ventilation and other amenities within the site as well as inside all buildings including all trunk lines for Phase-I and Phase-II.
- Modern waste-water/sewage treatment system within the campus and its distribution for uses other than drinking and cooking purposes (capacity to be designed and installed for all infrastructure including Phase-II buildings).
- Commissioning of solar energy systems for Phase-I buildings.

- Landscaping and Architecture.

The following additional works shall be taken up during Phase-II of the project (ie., 2017-18 onwards) :-

- Expansion of Research & Development Centre (2,000 sqm)
- Training Centre cum Hostel (4,000 sqm)
- Staff quarters (3,700 sqm)
- Balance road network
- Balance parking spaces
- Balance internal water supply, sewerage, storm-water, electricity network within the site as well as inside all buildings for Phase-II infrastructure.
- Connectivity to existing modern waste-water/sewage treatment system.
- Commissioning of solar energy systems on all Phase-II buildings except staff quarters.

1.1.3. It is proposed to engage a Project Management Consultant (PMC) to act as “Engineer-in-charge” for handling execution of development & construction works of the new campus on behalf of the ICDWQ (The duties of the PMC along with detailed scope of work are given in Chapter-2). The PMC work will be titled “**Providing Project Management Consultant (PMC) Services for Construction & Development of the International Centre For Drinking Water Quality at Kolkata**”. The scope of work of PMC will include preparation of designs, DPRs, drawings & estimates, scrutiny & checking of the DPRs, design, drawings, estimates, tendering for execution, appointing contractors through competitive bidding system and getting the construction activities executed for ICDWQ infrastructure.

1.1.4 The engagement /selection of PMC will be done based on Request for Proposals (RFP) through two-cover procedure from among Government Public Sector Undertakings/Corporations by ICDWQ. The PMC will be paid a percentage of the project cost based on selection process here in after described.

In order to establish the new campus, the appointment of an architect, who has to prepare urban design, master plan, detailed designs, drawings (including 3-dimensional isometric / perspective drawings) and estimates of buildings, external services, site development works and Landscape designs etc shall be undertaken by PMC. The overall design of the building should be as per the National Building code, BEE specifications and Green building concept.

1.1.5 The cost of the project contingencies like advertisement of the NIT in the press, municipal fees for approval of drawings and project from Government Authorities etc will be borne by ICDWQ.

## **1.2 Selection Process of Project Management Consultants:**

The PMC will be selected based on the technical bid, & financial bid which each GOVERNMENT PSUs/CORPORATIONS, is required to submit to this office. There will be a marking system and technical and financial bids will have 70% and 30% weightage respectively. GOVERNMENT PSUs/CORPORATIONS with the highest marks after final evaluation will be selected as PMC.

### 1.2.1 Objective

The objective is to appoint a Project Management Consultant having wide experience in innovative construction management, befitting to this contemporary era of globalization endowed with modern concepts by using cost effective technologies.

### 1.2.2 Eligibility

GOVERNMENT PSUs/CORPORATIONS which have undertaken (initiated and completed) PMC works for atleast one project of atleast Rs. 20 crore during the past 5 years (ending FY 2012-13) will be eligible for participation in the selection process.

### 1.2.3 Technical Bid

The eligible GOVERNMENT PSUs/CORPORATIONS will be further shortlisted by ICDWQ with marks as below:-

- (i) 3 marks for providing PMC services for each completed project of more than Rs. 20 crore during the past 10 years (ending FY 2012-13) including the first project in the past 5 years (ending FY 2012-13) considered essential as eligibility criteria. **Maximum marks: 30**
- (ii) 1 mark for each of the PMC projects having been completed within the specified time in the past 10 years. **Maximum marks: 5**
- (iii) 5 marks each for similar projects of Rs. 20 crores and above in the past 10 years (ending FY 2012-13). Similar projects will mean R&D Institutes, University Campus having R&D facilities, hospitals, National Laboratories, etc. and other research institute-cum-campus having functions somewhat similar to ICDWQ).The GOVERNMENT PSUs/CORPORATIONS can relist and claim marks for projects similar in nature as defined above even when the same have already been listed at (i) above. **Maximum marks: 20**
- (iv) 2 marks per year for the GOVERNMENT PSUs/CORPORATIONS which had been profit making during the last ten years (ending FY 2012-13). **Maximum marks: 20**
- (v) Technical presentation before the Selection Committee appointed by ICDWQ. This presentation must highlight the methodology, work plan & understanding of the Terms of Reference for the PMC work. **Maximum marks: 25**

**Total Marks = 100**

Based on the above criteria, the Selection Committee will shortlist and then open financial tenders of shortlisted parties only.

NOTE: In case where the entire project is yet to be completed but the successfully completed and commissioned part of the project meets the criteria of Rs 20 crore as laid down above, the GOVERNMENT PSUs/CORPORATION's may list the same along with

appropriate certificate from the owner as to the satisfactory completion and commissioning of the said part of the project.

#### 1.2.3.1 **Technical Bid Checklist** (duly authenticated, signed and stamped by the authorized signatory of the Bidder)

- Details of projects above Rs 20 crore initiated and completed in the last 5 years ending FY 2012-13.
- Details of projects above Rs 20 crore and handled by PMC (initiated & completed in the last 10 years ending FY 2012-13)
- Details of **similar** projects above Rs 20 crore handled by PMC (Initiated and completed in the last 10 years ending FY 2012-13) accompanied with project details indicating management planning, time schedule, completion certificates, photographs, etc.
- List of projects in hand with PMC with description of projects, cost, time limit, targets etc.
- Project description, methodology, work plan and item-wise compliance to the Terms of Reference mentioned in this RFP document.
- Certified copies of Audited Balance Sheet & Income Tax Returns for the last 10 years ending FY 2012-13.
- Report explaining PMC's approach particularly to this project describing implementation strategies starting from conceptualization, phasing, development approach, time management etc.
- Time schedule for complete development of total project in the form of BAR CHART and subsequent monitoring through PERT.
- Alternate models /methodology, phasing and development strategy.
- PMC's strategy for quality control on the project
- List of Experts with PMC, to be made available for this project.
- The composition of the core team to be deployed on permanent basis to act as PMC. The number of officers and their levels may be indicated.
- An undertaking that team deployed for the execution of the project will not change without the prior consent of ICDWQ.

#### 1.2.4 **Assessment**

The salient features of the project are given in Para 1.1.1 and 1.1.2 (Preamble). The details of the total project are available in the chapters to follow. GOVERNMENT PSUs/CORPORATION's are advised to visit the site before submitting the RFP.

The Selection Committee of ICDWQ or one or two of the members of Selection Committee may, if necessary, visit the works of the applicants to make an assessment.

The presentation by each GOVERNMENT PSUs/CORPORATIONS would be of 30-45 minutes duration. GOVERNMENT PSUs/CORPORATIONS will be provided Power Point projector / media for making presentations.

#### 1.2.5 **Financial Bid:**

- i) All the participants will be required to quote their project management consultancy fee on percentage of cost of project basis inclusive of all costs and charges except statutory levies, levied by the Government like service tax etc. for

- providing their Project Management Consultancy Services. These levies and taxes if paid by PMC then these shall be reimbursed by ICDWQ on actuals.
- ii) The project cost for the purpose of payment of consultancy fee will mean the actual cost as per the final bill of contractor at the time of completion of the project.
  - iii) The Financial Bid will be submitted by the GOVERNMENT PSUs/CORPORATION's in the specified Proforma as per Annexure-I in a sealed cover along with the Technical Bid.
  - iv) It may be noted that Financial Bids of only those GOVERNMENT PSUS/CORPORATIONS will be opened and considered whose Technical Bid are found acceptable by the Selection Committee. **The weightage towards final evaluation for the financial bid shall be 30%.**
  - v) Bids shall be valid for a period of 45 days from the date of submission of bids.

#### 1.2.6 **Instructions for submission of Technical & financial bid:**

**Envelope-1:** Technical bid should include all accompanying documents, reports, photographs, time schedule, management planning etc. as above in a sealed cover, superscribed 'TECHNICAL BID'.

**Envelope-2:** Financial bid as per the format in Annexure-I should be sealed in separate enclosure superscribed 'FINANCIAL BID'

**Envelope-3:** This will contain Envelope-1 and Envelope-2 and shall be sealed. The envelope shall also include duly filled in Check-List as per the format given in Annexure-III. This envelope should be superscribed with the name of the project, date & time of submission and delivered at the office of the Director, International Centre for Drinking Water Quality, Ministry of Drinking Water and Sanitation, 9<sup>th</sup> floor, Room No. 11, Paryavaran Bhawan, CGO Complex, Lodi road, New Delhi – 110 003 before the due date and time.

#### 1.2.7 **Disqualification**

The Selection Committee may disqualify bids on account of but not limited to the following reasons:

- a) If received after the last date and time.
- b) If the bidder disregards any of the terms & conditions of the bid and/or leaves any ambiguity in calculation of the consultancy fee
- c) If the participants attempts to influence any member of the Selection board.
- d) Conditional bids.

The decision of the selection committee in the matter of disqualification shall be final and binding on the firms.

#### 1.2.8 **Termination of the bid**

- a) If none of the participating GOVERNMENT PSUs/CORPORATIONS comes up to the requirements of ICDWQ capable of being declared by the selection committee as the winner of the bid, the bidding will be regarded as terminated.



b) ICDWQ reserves right to accept or reject any /all bidders including the lowest bidder without assigning any reason(s) whatsoever.

#### 1.2.9 **Award of Work**

The work of Project Management Consultancy (PMC) services will be awarded as per recommendations of the Selection Committee to the highest scorer by following the given formula:-

Marks Scored in technical bid evaluation–out of 70 marks scored in the technical bid and out of 30 marks scored in evaluation of the financial bid (where the L-1 bidder shall be given 30 marks and other bidders shall be assigned marks proportionately). In case more than one GOVERNMENT PSUs/CORPORATION's score similar final marks, then the bidder whose marks in the technical bid are the highest, will be awarded the PMC work. Upon award of work, letter of intent/letter of commitment/Authority for ICDWQ will issue a Power of Attorney to the PMC to act as PMC on its behalf, & also issue a work order and enter into an agreement with PMC giving details of the assignment.

The decision of the Selection Committee of ICDWQ shall be final.

#### 1.2.10 **Time Schedule**

1. Issue of PMC document including uploading into CPPP website containing Scope of work with terms & conditions – 22/1/2014
2. Date and Time of pre-bid meeting at 3.00 pm on 29/1/2014 at the Conference hall, Room No. 247, W-wing, Nirman Bhawan, New Delhi.
3. Date & time of submission of technical & financial bid (upto 3.00 P.M.) in the office of the Director, ICDWQ, Paryavaran Bhawan, New Delhi – 20/2/2014
4. Date of presentation by GOVERNMENT PSUs/ CORPORATION's - 4/3/2014

#### 1.2.11 **Additional Information:**

- The Director, ICDWQ reserves the right to :
  - i) Postpone and/or extend the time schedule or date of receipt of or to withdraw the bidding notice without assigning any reason thereof, entirely at the discretion of the ICDWQ. In such an event, consulting firms shall not be entitled to any compensation in any form, whatsoever.
  - ii) Reject or accept proposals; and
  - iii) Cancel the bidding process and reject all or any of the proposals and will not be bound to accept lowest or any proposal or to give any reasons for the decision.

In case, the last date for submission & opening of tenders is declared as a Central Govt. public holiday, the next official working day shall be deemed as last date of submission and opening of proposals without any change in time indicated. No separate notice to this effect shall be issued.

## **Chapter 2**

### **SCOPE OF PMC SERVICES**

#### **SERVICES TO BE PERFORMED BY PROJECT MANAGEMENT CONSULTANT (PMC)**

#### **2.0 Broad Scope of Work**

2.1. PMC will act as 'Engineer-in-Charge' on behalf of ICDWQ for implementing the project. The activities under the scope of work of PMC shall broadly include but not limited to the following:

- PMC will design, plan, coordinate and execute the activities leading to the construction of all buildings and campus developments on ICDWQ site. All the activities from conceptualization till the completion of buildings & their handing over to ICDWQ will be taken care of by PMC. All functions required for developing the total infrastructure till handing over of the completed buildings and other infrastructure of the campus, will have to be performed by the PMC.
- PMC will engage an experienced and competent Architect. The selected Architect will be required to submit the Design Proposals. The PMC will shortlist at least three concept design proposals most suited to the requirements of ICDWQ & take the approval of ICDWQ. PMC will take approval from ICDWQ on spatial layouts, landscaping, interior and exterior design of all buildings and on any other issue which ICDWQ may direct.
- PMC will review, study and analyze the concepts, preliminary & detailed designs, estimates, BOQ for tender documents etc.. Thereafter, PMC will issue NIT, process & award the works and get them executed as per specifications & requirements by following applicable Govt. procedures.
- As Engineer-in-Charge, the Project Management Consultant will award the work to the Contractor for timely execution/completion of the projects based on functional requirement of ICDWQ. In addition to this PMC shall also administer the Works Contract and ensure that the contract clauses whether related to quality or quantities of work are respected and the works are executed in accordance with its provisions.
- PMC will be required to superintend and perform duties as Engineer-in-Charge on behalf of ICDWQ as stipulated in the contract with ICDWQ. The PMC will supervise the construction work to ensure adherence to the drawings, prescribed high standards of quality and timely completion of the project and verify and certify the contractor's bills and monitor the progress of the work.
- PMC will make all engineering decisions including necessary correspondence with architects, contractors etc required for the successful and timely implementation of the Project.

- PMC will ensure adherence to relevant local body norms, CPWD specifications, BIS codes, CVC guidelines, environment and other regulatory requirements and will also ensure observance of all formalities/documents/day to day activities as defined in CPWD Works Manual for execution of 'Works Contract' and as directed by ICDWQ from time to time.
- PMC will perform the function as 'Engineer-in-Charge' as enumerated in the Works Contract with the exception of the following for which PMC will seek prior approval of the ICDWQ. However, the decision of ICDWQ will be final and binding.
  - a) Issuing/approving variation orders which have additional financial implications, as reasonably determined by the Project Management Consultant;
  - b) Based on detailed report and justification by PMC, approving rates for new items of work or for existing items of work which deviate in quantities beyond the limits defined in the contract based on detailed report and justification by PMC.
  - c) Time extension will not be considered except in very exceptional cases without prejudice to levy of penalties. However any approval for extension of time of completion of the works stipulated in the construction contracts will be without any additional financial implication on ICDWQ.
- ICDWQ may at its discretion, hire the services of an independent agency for quality audit for checking and ensuring the quality of construction to which the PMC will render due assistance in discharge of their duties.
- The construction work is open to technical/quality audit/financial audit by any authorized Government agency to which the PMC will render assistance in discharge of their duties.
- PMC shall be fully responsible for quality control and shall put in place such measures as are essential for ensuring regular on site quality checks. The PMC shall make a mandatory provision in the tender documents for third party test of materials and any equipment(s) (preferably from a Government Institute like IIT/NIT etc). The cost of such third party tests shall be reimbursed to the contractor as per actual, only, if the test results are within the acceptable parameters.
- The project shall be headed by a sufficiently senior and competent person in the PMC having relevant experience and of impeccable integrity. The PMC shall submit the tentative organization chart for managing the project so that appropriate decisions are taken quickly. However, the actual number of technical and financial personnel to be deployed and the deployment schedule shall be prepared by the PMC and mutually agreed upon after award of work. This schedule shall be prepared in a manner that all the functions required to be performed by the PMC as per the scope of their work are performed completely and efficiently. The deployment schedule shall be reviewed from time to time and necessary revisions/adjustments shall be made in the schedule as may be found necessary on the basis of joint assessment of the site requirements by the ICDWQ and the PMC. The Project Head of the PMC and other officials assisting the Project Head shall not be changed

during the implementation of the project except with concurrence of ICDWQ. The decision of the ICDWQ, however, shall be final in this regard.

## 2.2 Description of PMC Role in various stages of the Project

The PMC shall be responsible for complete management and construction supervision of all the activities of the projects. PMC would be required to perform broadly the following activities at different stages of the project:

### 2.2.1 Review & Preliminary Proposal Stage.

2.2.1.1 Get the 2-dimensional (plan, elevation and cross-sections) and 3-dimensional - isometric, perspective (overall outside view and view of 45° cut of all buildings showing seating and other arrangements for lab equipment, etc.), landscaping, exterior and interior designs made by the Architect.

2.2.1.2 Review, study and analyze the design and drawings & estimates provided by Architect, etc. to ensure that these are in conformity with the requirements & needs of ICDWQ.

PMC will issue NIT, process and award the works (Internal & External) and get them executed as per specifications & requirements approved by ICDWQ generally on provisions of CPWD Manual by following applicable government procedures.

### 2.2.2 Pre-Construction Stage – role of PMC

- Discussions with ICDWQ and finalization of project brief including illustrating the ICDWQ's requirements.
- Appointment of Architect who will make designs, drawings, estimates, etc.
- Analysis for the various project related activities with reference to time frame, resource allocation & scheduling using latest techniques and software.
- PMC will be responsible for checking the structural designs.
- The designs can be checked by the PMC either in house or through a third party like IIT/NIT or other reputed engineering colleges. In any case, the fee shall be borne by PMC.
- Checking of the Architectural, technical specifications, services and all other drawings to ensure their completeness/correctness.
- Checking of bill of the quantities including cost estimates.
- Process the pre-qualification of vendors generally as per CPWD guidelines by following applicable government procedures.
- Finalize the drawings/designs received from the Architect based on the results/reports of soil investigations and hydrological studies..
- Hold vendor interaction meetings, pre-bid meetings and ensure clarity on queries generated.
- Analyze the received bids for award of work for various packages of Project after approval of its competent authority & inform ICDWQ about award of work.
- Furnish Financial & Physical progress reports as required by ICDWQ based on predetermined formats & time schedules.
- Receive and open the bids and process further for award of work.

### 2.2.3 Construction Stage

- PMC shall execute the project in a time bound manner and hand over the building/ other works complete in all respect certified by ICDWQ within the time limit of 24 months for phase-I activities and 24 subsequent months for phase-II activities starting from the 10<sup>th</sup> day of issue of award letter. PMC shall ensure that no time and cost overrun occurs. However, tendering and award of work for Phase-II will be done by PMC in 2017-18, but broad integrated planning with Phase-I will be doing now.
- PMC shall provide Construction Management Services from the start of construction upto commissioning and handing over of the project to the ICDWQ for use. It shall also be the responsibility of the PMC to liaise and coordinate with various agencies for smooth execution of the project. Responsibilities of Project Management Consultant for construction stage shall, inter-alia, be as under:
  - Assemble multi-disciplinary construction management team and have detailed interaction with the Architect and the contractor's Project Team on behalf of the ICDWQ to initiate all preliminary actions and mobilization.
  - Prepare detailed coordinated construction schedule.
  - To ensure that the construction drawings are finalized after coordination with other disciplines and all agencies to have clear demarcated responsibility.
  - Check and finalise contractor's detailed programme of activities commensurate with the Tender provisions.
  - Check and approve all contractors, sub-contractors and agencies for carrying out the works.
  - Signing of Contract with Contractors.
  - Day-to-day supervision of work to ensure proper quality, workmanship and timely completion of the work by employing adequate number & level of engineers & supervisory staffs as per sound engineering practice. PMC will also depute its financial officers as a part of the project team for vetting/ checking of the bills.
  - Checking fabrication drawings, bar-bending schedules and all other architectural/Structural details during construction.
  - Conduct site meetings & coordination meetings with all agencies for timely completion of the project.
  - Carryout quality assurance checks & adhere to maintain quality reports.
  - Provide effective coordination between various agencies working at the site and the Architect to ensure timely availability of the inputs required for un-interrupted construction at site all in accordance with agreed programme of the activities.
  - Fully responsible for getting the project work executed as per drawings & specifications and should also ensure completion of job, quality expectations, within sanctioned cost outlay of the project.
  - Rendering timely advice for implementing special measures for effecting cost/quality/time benefit for the project.

- Interact & Liaise with ICDWQ to understand, integrate and link the services to the building services.
  - Provide quick clarifications to designs or details that have been provided vide drawings or immediate solutions to the clarifications sought by the Vendors/Contractors.
  - Check and inspect testing of materials and work as required. If so required, testing and checking of manufactured items have to be carried out at the manufacturer's Factory as per provision in the Contract.
  - Drawing up and putting in place a Quality Assurance Plan as well as a Safety Assurance Plan along with an appropriate and efficient mechanism to ensure their effective implementation at site.
  - Checking and Certification of contractors running and final bills of the works executed for the purpose of payment to be released to the construction agencies.
  - Provide contract administration services of all Contract Agreements and devising a suitable dispute-resolution mechanism to facilitate a quick and amicable settlement of disputes, if any.
  - To reply and settle the observations/objections/paras (if any) of the Chief Technical Examiner, Auditor any other checking/ investigating agency of the Govt.
  - Final inspection, supervision of testing and commissioning of various systems and assisting the ICDWQ in taking over of various parts of works and of various systems.
  - Generate and submit to the ICDWQ time-to-time progress reports in the agreed formats and at the agreed frequency. For this all the necessary data relevant to the execution of work including materials brought and consumed at ICDWQ site, hindrances if any, ICDWQ records of daily labour deployed etc. shall be maintained.
  - To guide the Architect wherever found necessary in consultation with ICDWQ. Decision of ICDWQ would be final & binding.
- The PMC shall have the overall responsibility of getting the approvals/NOC's/connections etc for all services including power, water , sewer, drainage, fire fighting, lifts, DG set etc from government authorities. PMC may include this work in the scope of respective contractors but will ensure that all such connections or clearances are all obtained well in time before handing over the buildings & services to ICDWQ.
  - Regular review and monitoring on PMC activities shall be done by ICDWQ.
  - PMC shall also apprise the ICDWQ of the progress and/or activities of the project on weekly/fortnightly/monthly basis as deemed fit by ICDWQ by preparing and submitting monitoring reports. The report shall inter-alia include the following:
    - (a) Name of Project, Project Management Consultant
    - (b) Name and details of the Contractor
    - (c) Scope of Works of Contractor

- (d) Date of Commencement/Date of expected Completion: Scheduled & Actual
- (e) Major Issues and Decisions Pending
- (f) Status of Progress of Work: (i) Cash Flow Chart – Actual and Scheduled & (ii) Bar Chart- Actual and Scheduled
- (g) Areas of Concern
- (h) List of Registers Maintained by PMC
- (i) Labour Deployment Chart
- (j) List of Equipment Mobilized at Site
- (k) Materials/Personnel at Site
- (l) Status of Payment to Contractor
- (m) Test results of materials
- (n) Photographs of the Site
- (o) Site Order Book
- (p) Visitors' Site Inspection

- For all contracts awarded by PMC, the payment will be released by PMC, and the ICDWQ shall not be responsible and liable for any liabilities and defaults of PMC with any other third party.
- Ensure all statutory inspections and checks.
- PMC shall be fully responsible for dealing with the Arbitration cases between PMC and Contractor, if any, for contracts entered with various contractors. PMC will prepare claims/counter claims, attend hearings and provide all necessary assistance to the Arbitrator till final settlement of disputes which shall be as per PMC's own procedures by following Arbitration & Conciliation Act, 1996. It shall be the sole responsibility of PMC to defend the case including on behalf of ICDWQ. PMC shall take all necessary steps to safeguard ICDWQ interest while awarding the works to the contractor.

### 2.2.3 **Post Construction Stage**

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

- Settlement of all accounts of the contractors
- Witness testing & commissioning of all utilities and certify the same.
- Provide project completion report which shall contain all technical and financial information of the project.
- Co-ordinate with vendors/contractors and arrange for user operation & maintenance manuals and training to ICDWQ. All warranties and guarantees on equipments/fixtures etc procured by the contractors shall be in the name of ICDWQ and appropriate clauses will be inserted in the tender documents by PMC in this regard. For specialized works like lifts, air-conditioning, DG sets,

power substations, fire fighting etc a 3 year operation and maintenance provision may be included in the tender documents by PMC with the stipulation that after handing over of these works ICDWQ shall enter into a supplementary agreement for operation and maintenance.

- Provide adequate engineering and supervisory staff for day to day inspection / monitoring of works and during Defect Liability Period and issue of timely notice to vendors/agencies for rectification of defects, if observed.
- Settling the Audit/CTE's Observations and Arbitration cases etc, if any.
- Provide all documents/reports/statements of facts/counter statements of facts for settling Audit/CTE's observations and arbitrate on cases etc. including attending the hearings as and when required by the ICDWQ and providing necessary support as may be required by the ICDWQ from time to time.
- Any other activity that is deemed necessary for the project execution & completion, but not included in the above-mentioned list shall form the part of scope of work of the PMC and the decision of ICDWQ shall be final in this regard.

### **2.3 Payments to Contractors/Vendors**

- Payments to PMC from ICDWQ as PMC fees and as payment of bills for works executed is elaborated at para-4.5 and para-4.7 of Chapter-4 of this document. Out of this deposit received, PMC will release the payment to the various contractors/vendors/agencies for works executed. At any time, PMC is not expected to spend its own funds for the Project.
- The PMC will open a separate project account. If any interest or income accrues on the deposit/advance given by ICDWQ, then the same shall be credited to the project account by PMC. The surplus funds will always be kept by PMC in the project account. Penalties levied if any, on the contractor/architect/any other agency shall also be credited into this account.
- At the end of each financial year and after the execution of the work an expenditure and utilization certificate will be forwarded by PMC, duly audited by its finance, in an approved CPWD format. Copies of the final bills after release of payment to the contractor for each contract between PMC and contractor will be supplied to ICDWQ for reference and record along with all test certificates, guaranty and warranty cards of equipments, systems, tools etc.

### **2.4 Working procedure during Implementation of the Project**

- To ensure proper performance of all activities regarding construction of the projects, the PMC shall have his office at or near the Projects site at its own cost. The PMC shall have the required dedicated personnel stationed there after the approval of ICDWQ so that they are available for interaction all the time. No site personnel shall be transferred/ withdrawn without the consent of the ICDWQ. Similarly prior to induction new personnel on the Project site, the approval of ICDWQ shall be obtained.
- PMC shall check all architectural, structural and services designs & drawings along with preliminary & detailed estimates. PMC shall ensure self sufficiency of tender documents to eliminate any discrepancy between the intent of the specifications



- those of the various items of BOQ and Estimates etc. based on architectural drawings.
- PMC shall call the tenders, and award the work to contractors/Vendors as per its approved procedure.
  - Maintain records as per PMC's "Quality plans" finalized during execution of works. On the completion of the project, records shall be handed over to ICDWQ.
  - Checking and inspection of quality of materials and workmanship, deployment of labour force of the contractor and giving suitable instructions for proper execution of works.
  - Certification of Quality, measurements & bills of all contractors/agencies/vendors as per the terms of the order placed by PMC.
  - Administration of all contracts and resolve differences and disputes, if any.
  - Final inspection, checking/supervision of testing, commissioning of various systems and assist ICDWQ in taking over of various parts of works and of various systems.
  - PMC shall appraise the progress and/or activities of the Vendors & project on weekly/fortnightly/monthly basis in review meeting and prepare and submit Progress Reports as per approved format.
  - PMC would be responsible to have all mandatory tests on materials carried out at various stages as per applicable codes of Bureau of Indian Standards & maintain such records.
  - Exception reports for failure of tests (if any) along with remedial/corrective action.

## 2.5 Other Responsibilities of PMC

- Settlement of all accounts of the contractors including reconciliation of materials supplied to the contractors if any.
- Ensuring of defect liability activities by the contractors during the respective liability periods.
- Organizing/providing all operation and maintenance manuals through contractors and training to the ICDWQ staffs.
- Preparation of Final Report, which shall contain technical & financial information of the project.
- Records related to the PROJECT & maintained by PMC during PROJECT execution shall be handed over to the ICDWQ on completion of the PROJECT.
- PMC will ensure all possible mandatory tests at site.
- Checking & finalization of final estimates, assisting in the audit/technical observation, etc. (if any)
- Conduct Arbitration matters between various agencies till final settlements of disputes
- PMC shall prepare draft replies and get it vetted from ICDWQ in replying to the observations made by CTEs branch/ CAG Audit/Vigilance etc., if required.
- PMC shall hand over the campus complete in all respect, free from all encumbrances Including the vacation of temporary workers' hutments etc. at site, if any to the ICDWQ.
- PMC shall maintain all registers/records during execution of works as stipulated in CPWD Works Manual
- At the end of every financial year and at the end of the project, PMC shall submit an expenditure and utilization of funds statement in the format of CPWD Manual as per the prescribed procedure.

## 2.6 **Obligation of ICDWQ**

- The ICDWQ shall designate in writing a representative or representatives, authorized to act on its behalf with respect to the project. This designated representative shall interact with PMC on all matters.
- To provide assistance to the extent possible to PMC for obtaining electrical and water connections. However, the final responsibility in this regard will vest with PMC.
- All contracts for execution of construction works shall be signed by PMC with various agencies. The following clause shall be added in the contracts to be awarded by PMC.
- “PMC is awarding this work on behalf of ICDWQ. In case M/S.....(PMC) ceases to be the PMC, the right & responsibility of M/s.....(PMC) in the contract shall get transferred to ICDWQ & the ICDWQ or their nominated agency shall operate this contract.”
- ICDWQ shall hand over the site to PMC for execution of the work.
- To bear the costs of project contingencies like advertisement of NIT in PRESS and municipal fees for getting approval of the drawings and the project from the Government Authorities.
- To pay bills of PMC duly pre-audited and certified by PMC preferably within 10 working days of their submission.

## 2.7 **Time of Completion of the Project.**

- The Project Management Consultant will get the Phase-I of the project completed within a period of 24 months from the award of contract and Phase-II within a subsequent period of 24 months starting in 2017-18. The time for both the phases of work shall commence from the tenth day of award of work to PMC and it will be expected to achieve progress on pro-rata basis as agreed between ICDWQ and PMC. The PMC will be required to prepare the detailed time schedule based on the total completion period of the project. The entire project will be divided into activities and events and bar charts/ PERT charts will be prepared by PMC. Monitoring on monthly basis will be carried out by them. PMC will submit monthly monitoring of progress to ICDWQ along with their events, PERT chart and expenditure mile stones and recommendations. In case of delays in any activity then the PMC will suggest & recommend remedial measures in order to get the project completed within stipulated time.

## **Chapter 3**

### **The General Terms and Conditions of Contract**

#### **ARTICLE-1: DEFINITION**

For the purpose of this CONTRACT, unless otherwise specified or repugnant to the subject or context, the following terms shall be deemed to have the following meanings:

- 3.1.1 PROJECT MANAGEMENTCONSULTANT (PMC) shall mean M/s ----- having its registered office at----- who shall be the implementing/ executing agency for construction work by following its own approved procedures. PARTIES shall mean OWNER and PMC each one individually referred to as PARTY.
- 3.1.2“ARCHITECT” shall mean the firm of architects engaged for the PROJECT by the PMC, within the expression shall unless repugnant of the context or meaning thereof includes Director/Directors of the firm, the survivors or heirs, executors and administrator.
- 3.1.3 "AUTHORISED REPRESENTATIVE" shall mean the representatives of "OWNER" and/or PMC as the case may be who are duly empowered and authorized by their respective organizations to act for and on their behalf.
- 3.1.4 "CONTRACT" shall mean this CONTRACT including all Annexures hereto and all documents herein attached and amendments which the PARTIES may hereafter agree in writing to be made to this CONTRACT.
- 3.1.5 “CONTRACTOR” shall mean the agency(ies) appointed by PMC for executing various civil & services works.
- 3.1.6 "DATE OF ACCEPTANCE" shall mean the date on which OWNER confirms written acceptance of PMC’s SERVICES after having completed them in all respects. In case owner fails to confirm in writing acceptance of PMC services then within 90days of completion of the said services it shall be deemed to be accepted.
- 3.1.7 "OWNER" shall mean ICDWQ, its successors and permitted assigns
- 3.1.8 "PARTIES" shall mean OWNER and PMC each one individually referred to as PARTY.
- 3.1.9 “PROJECT“ shall mean the buildings, other facilities & allied works for the use of ICDWQ & to be constructed at ICDWQ campus, Joka, Kolkata.
- 3.1.10 “PROJECT COST” means the assessed cost of the project excluding the cost of land, PMC fee and Payments made for statutory approvals.
- 3.1.11 "SERVICES" shall mean the responsibilities to be discharged by PMC for fulfilling its obligations under this CONTRACT.
- 3.1.12 “Engineer-in-Charge” shall mean the PMC or any other agency so designated by ICDWQ.

## **ARTICLE-2: COMPLETION OF PROJECT**

- 3.2.1 When the construction of all the buildings along with other site development works are completed in all respects i.e. all civil & services works are completed, equipments installed & aligned, and statutory approvals obtained etc., PMC shall notify the OWNER in writing that the Project has been completed in all respect.
- 3.2.2 Upon notification of completion of buildings/ works in writing by PMC, ICDWQ will inspect the same prior to the occupancy. Any defects observed shall be informed to the PMC within the defect liability period of 12 months from the date of Acceptance of closure of project by ICDWQ. The PMC shall ensure the rectification of such defects prior to the occupancy at no extra cost to the owner.
- 3.2.3 The date of acceptance by ICDWQ as aforesaid along with No objection certificate (NOC) for occupation from statutory authorities shall be deemed to be the date of completion of the Project (hereinafter called COMPLETION) for the purpose of this CONTRACT. However this does not exclude any such responsibility of the PMC as defined in this bid document including defect liability period.

## **ARTICLE-3 : CHANGES AND ADDITIONS IN PMC SCOPE OF SERVICES**

3.3.1 OWNER shall have the right to request PMC in writing to make any changes, modifications, deletions and/or additions to PMC scope of SERVICES. PMC shall consider such written requests and will work out the estimate of price and time adjustment on account of such changes, modifications, deletion and/or additions sought by OWNER. Unless PMC receives written authority from OWNER with agreement on variation in prices and time schedule, PMC will not be obliged to proceed with any such variation in the scope of SERVICES.

## **ARTICLE-4 : DRAWINGS AND DOCUMENTS**

3.4.1 OWNER shall use all drawings, designs, specifications and documents including transparencies/power point presentations, videos prepared by 'Architect' and PMC for the purposes of construction, operation and maintenance of the building.

## **ARTICLE 5 : GUARANTEES AND LIABILITIES**

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

3.5.2 LIMITATION OF LIABILITY :: Except where otherwise specified in PMC scope of work PMC's liability under this CONTRACT for all guarantees or warranties of whatsoever nature, whether expressed or implied, and for all causes whatsoever shall be limited to getting the things rectified without additional fee to the owner.

3.5.3 Nothing in the CONTRACT shall be construed to have imposed any liabilities on PMC, for defects or otherwise, if PMC has to depend on data, process, technical information and/or material or equipment to be supplied by OWNER and/or by others on behalf of OWNER and if any part or parts thereof are found to be misleading, inaccurate incomplete, unsatisfactory or deficient for any reason or circumstance beyond PMC's control. However, this will not apply in the case of drawings, designs, DPRs, estimates etc. provided/to be provided by 'Architect' to PMC, as PMC is required to recheck all these at its own cost as part of their assigned work in terms of contract.

#### **ARTICLE-6: GOVERNMENT LEVIES**

3.6.1 PMC remuneration shall be exclusive of statutory levies, such as Service Tax, sales tax, central excise duty, etc. as applicable on PMC from time-to-time. The consultant shall be reimbursed these prevalent taxes and any other future tax including revision in the Service Tax imposed by central/state Govt. on actual, subject to submission of proof of payment of such taxes.

#### **ARTICLE-7: INSURANCE**

3.7.1 Insurance by PMC at its own cost: Workman's compensation insurance, covering all employees of PMC for statutory benefits as set out and required by local law in the area of operation or area in which PMC may become legally obliged to pay benefits for bodily injury or death. Similar clause will be put by the PMC with their Contractors/vendors.

#### **ARTICLE-8 : INDEMNITY**

3.8.1 PMC shall hold harmless and indemnify the OWNER, against any claims or liability because of personal injury including death of any employee of PMC or of contractor employed by PMC and arising out of or in consequence of the performance of this CONTRACT.

3.8.2 OWNER shall not be responsible for any loss or damage to property of any kind belonging to PMC or its employees, servants or agents or of contractor engaged by PMC or contractor's employees.

#### **ARTICLE-9 : SECRECY**

3.9.1 OWNER shall not disclose to any third party, any Technical Information, data, design, drawings, plans, specifications, etc. received from PMC at any time either in whole or in part, shall use all reasonable efforts to preserve the secrecy of the above Technical Information and shall not use the same for any purpose other than the construction, maintenance and operation of the services. However, the disclosure of such Technical Information to Government of India or Statutory authorities of Government of India shall not be deemed to be a violation of the Secrecy understanding contained herein.

- 3.9.2 The above undertakings shall not, however, extend to any such Technical Information which:
- 3.9.2.1 is in the possession of OWNER prior to receipt of the same, directly or indirectly from PMC.
  - 3.9.2.2 is received by OWNER without any secrecy obligation.
  - 3.9.2.3 is or has become part of the public knowledge since receipt of the same, directly or indirectly from PMC
- 3.9.3 PMC shall like wise have secrecy obligations in respect of confidential information provided by OWNER.

#### **ARTICLE-10 : FORCE MAJEURE**

- 3.10.1 Any delay in or failure of performance by a PARTY shall not constitute default here under or give rise to any claims for damages against said PARTY if and to the extent caused by reasons which are beyond the control of the said PARTY, including but not limited to acts of God, strikes or other concerted acts of workman, power cuts, fires, floods, explosions, riots, war (declared or undeclared), rebellion, sabotage, extra-ordinary severe weather, civil commotion and criminal acts of third parties.
- 3.10.2 Both PARTIES shall keep a record of the circumstances referred to above which are responsible for causing delays in the execution of the project.
- 3.10.3 If the execution of the project is likely to be delayed by or as the result of one or more of the circumstances referred to in Article 3.10.1 hereof, OWNER and PMC shall discuss the situation with a view to find the means to minimize the impact and effect of such circumstances and to reduce the costs and expenses which the PARTIES or either of them may incur.
- 3.10.4 The parties agree herein that in the event of the Force Majeure conditions, the period of the Contract shall be extended accordingly for the duration/period for which such conditions exist.

#### **ARTICLE-11: WAIVER**

3.11 No failure or delay by either PARTY in enforcing any right, remedy, obligations or liability in terms of the CONTRACT shall be deemed to be a waiver of such right, remedy, obligation or liability, as the case may be, by the PARTY and notwithstanding such failure or delay, the PARTY shall be entitled at any time to enforce such right, remedy obligation or liability, as the case may be, subject to Limitations Act.

#### **ARTICLE-12: ARBITRATION BETWEEN OWNER AND PMC**

3.12.1 If any dispute or difference of any kind whatsoever shall arise between the parties in connection with or arising out of this agreement or out of the breach termination or

invalidity of this agreement thereof, the parties shall resolve them by resorting to the following:

- 3.12.1.1 Party shall attempt within a period of 30 days after receipt of notice by the other party of the existence of a dispute to settle such dispute in the first instance by mutual discussions between the parties
- 3.12.1.2 If the dispute cannot be settled by mutual discussion within 30 days as provided herein, the dispute shall be resolved by recourse to Arbitration to be held in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof.
- 3.12.1.3 The arbitration proceeding shall be conducted in the English Language and shall be held at New Delhi or Kolkata as may be mutually decided.

### **ARTICLE-13: TERMINATION**

#### **3.13.1 TERMINATION**

- 3.13.1.1 The OWNER may terminate the PMC contract due to any non-performance by PMC.
- 3.13.1.2 In the event of termination pursuant to Article 3.13.1.1 hereof, PMC shall carryout any reasonable instructions of OWNER in connection with such termination. The decision of the OWNER shall be final and binding on the PMC.
- 3.13.1.3 Termination of this CONTRACT shall not relieve either PARTY of their obligations imposed by this CONTRACT with respect to the SERVICES performed by either PARTY prior to such termination.
- 3.13.1.4 In the event of termination pursuant to Article 3.13.1.1 here of, OWNER shall pay to PMC for all the SERVICES performed by PMC upto the stage of work executed immediately before termination.
- 3.13.1.5 In case due to any circumstances, the OWNER decides to curtail the scope of work or totally abandon the work, the payment to the PMC would be made upto the stage of work executed by them immediately before taking such a decision.

### **ARTICLE-14 : PATENTS**

- 3.14.1 PMC shall, subject to the limitations contained in this Article, indemnify and hold OWNER harmless from all costs, damages, and expenses arising out of any claim, action or suit brought against OWNER by third parties in respect of any infringement of any patent or registered design or any similar rights resulting from the use of any technical information, data or process or design and furnished to OWNER by PMC.
- 3.14.2 Similarly OWNER shall indemnify and hold PMC harmless from all costs, damages and expenses arising out of any claim, action or suit brought against PMC by third parties in respect of any infringement of any patent or registered design or any

similar rights resulting from the use of any information furnished to PMC by OWNER or by others on behalf of OWNER.

#### **ARTICLE-15 : ASSIGNABILITY/ TRANFERABILITY**

3.15 The CONTRACT and benefits and obligations there of shall be strictly personal to the PARTIES and shall not on any account be assignable or transferable by the PARTIES except with the prior agreement in writing.

#### **ARTICLE-16 : CESSATION OF PMC'S RESPONSIBILITIES, DEFECT LIABILITY PERIOD**

3.16 Upon PMC Guarantees and Liabilities referred to in this CONTRACT having been or being deemed to have been satisfied upon expiry of twelve months from the DATE OF ACCEPTANCE, and settlement of arbitrations/disputes(if any) whichever occurs later, all responsibilities of PMC under this CONTRACT shall be deemed to have been discharged.

#### **ARTICLE-17 : SUBLETTING/OUTSOURCING**

3.17 PMC shall not assign or sublet or outsource any activity within its scope of work without the written approval of the OWNER.

#### **ARTICLE-18 : SITE OFFICE OF PMC**

3.18 On account of specified timeframe for the development & construction of complex, the PMC shall have its office at the project site at its own cost till the end of completion of PMC's responsibilities as defined in Article-16 of General terms & conditions of contract.

#### **ARTICLE-19 : LIQUIDATED DAMAGES FOR DELAYS & NON-PERFORMANCE BY PMC**

3.19 If the PMC is not able to get the works executed in the stipulated timeframe from all the Vendors/agencies, which results in overall delay in completion of the project then it will amount to non-performance by PMC. In the event of ICDWQ is of opinion that PMC is not performing in accordance with the condition laid down in the agreement, then ICDWQ shall impose damages on the PMC @ quarter percent of the project cost per 12 months of delay (calculated pro-rata). However, in exceptional cases, ICDWQ may give a grace period of 3 months before impregnation of damages depending upon merits of the case. The decision of the ICDWQ will be final & binding on this account. Similarly, for delays, the PMC will include a clause in Contracts with its contractors/vendors that delay will attract @ 2½ % per annum of the Project Cost against the Contractor (s) calculated pro-rata.



## **Chapter 4**

### **FEE FOR PMC CHARGES AND PAYMENT OF BILLS FOR WORKS EXECUTED**

- 4.1** The fees for services of project management consultant shall be payable based on percentage basis over the actual cost of the project.
- 4.2** PMC Scope of Services is detailed in Chapter-2.
- 4.3** ICDWQ shall pay PMC the fee as may be determined in the evaluation of RFP under two cover procedure (as indicated in paras 1.2.3 to 1.2.6) as the professional services rendered by them for the entire project as per scope of work defined in the document, as PMC charges. The quoted fee should be inclusive of all the costs towards the whole project and no hidden costs/exclusions should be appended.
- 4.4** The fee of PMC under Clause 4.3 is inclusive of fee payable by PMC to any of its consultant/Associate(s) and nothing extra shall be payable by the ICDWQ for this purpose. The above mentioned fees shall however be exclusive of statutory levies imposed by the Government of India such as service tax etc which are reimbursable by ICDWQ to PMC if paid on actual basis.
- 4.5 Stages of Schedules and Payment of PMC Fee:**
- 4.5.1** The PMC will give a Performance security in the form of a Bank Guarantee from any Commercial bank equal to 5% of their fees which will be valid till 60 days beyond the date of completion of contractual obligations including warranty obligations/ defect liability period.
- 4.5.2** Scrutiny of preliminary Schemes drawings and estimates provided by Architect and recommendation by PMC thereof & approval thereof by ICDWQ: 20% of total fee payable.
- 4.5.3.** Scrutiny of detailed drawings, detailed estimates, DPRs, etc by Architect to ICDWQ and tender documents by PMC and then approval of ICDWQ: 30% of the total fee payable less payment already made at stage- 4.5.2.
- 4.5.4.** Issue of N.I.T. & award of works to vendors/agencies. -30% of total fee payable less payment already made at stage 4.5.2 and 4.5.3

4.5.5. During the execution of work by contractors/vendors commensurate with the value of the work executed: 70% of total fee payable less payment already made at stage 4.5.2 and 4.5.3 and 4.5.4 above.

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4.5.6. After successful completion & taking over of project and on acceptance of project by ICDWQ: 100% of total fee payable less payment already made at stages 4.5.2 to 4.5.5, keeping the 5% performance bank guarantee intact as per para 4.5.1.

Note: The payment against the above stages can be released on pro rata basis periodically based on the actual work done against the total work stipulated in the stage. External development works and services shall be taken into account while releasing pro-rata PMC fees.

#### **4.6 Additions and alterations:**

4.6.1 The Owner shall have the right to request in writing to the PMC to inform the Architect for additions alterations, modifications or deletions in the design and drawing of any part of the work and to request in writing for additional work in connection therewith and the PMC shall comply with such requests without any extra cost. PMC in such cases will ask Architect to do this additional work & scrutinize the designs/ drawings/ additional work thereof at no extra cost.

4.6.2 PMC shall not make any material deviation, alteration, addition to or omission from the work shown and described in the contract document except without first obtaining the written consent of the OWNER.

#### **4.7 Payment to Contractors by PMC of Bills for Works Executed**

4.7.1 A mobilization advance of 30% of the Project Cost against a valid Bank Guarantee from any Nationalized Bank in India will be made to the PMC to carry out the execution of works within 10 days of issue of Letter of Intent (LOI).

4.7.2 Further payments for works executed will be made to the PMC on the submission of bills by PMC after adjusting mobilization advance on pro-rata basis. However the PMC will ensure that payment to the contractor should be made after withholding security and performance guarantee as per CPWD norms.

4.7.3 Bank guarantee from a Commercial bank in an acceptable form safeguarding interests of ICDWQ shall be levied by the PMC to an extent of 5% of the total project cost on their Contractors/vendors and pledge the same to ICDWQ.

4.7.4 Bank guarantee against the Mobilization advance if made by the PMC to the contractor/vendors will as per the provisions of GFR.

**Proforma for Financial Bid  
(to be enclosed in a sealed cover)**

**Ref No.** \_\_\_\_\_

**Dated** \_\_\_\_\_

**To**

The Director,  
International Centre for Drinking Water Quality,  
C/o Ministry of Drinking Water and Sanitation,  
9<sup>th</sup> floor, Room No. 11, Paryavaran Bhawan,  
CGO Complex, Lodi road,  
New Delhi – 110 003.

Sub: Project Management Consultancy (PMC) Services to act as an engineer on behalf of ICDWQ for execution of development & construction works of the new ICDWQ campus

Dear Sir,

We have carefully noted the scope of work for providing Project Management Consultancy (PMC) Services to act as an Engineer-in-charge on behalf of ICDWQ for execution of development and construction works of the new ICDWQ campus as deposit work as stated above

We are pleased to quote our fees on percentage basis as.....%.....  
(In words.....) of the cost of the project of Rs .....  
(approx.) for providing our services as per the scope of work and terms & conditions of the Agreement. We understand the appropriate cost of the project may vary subject to finalization of drawings and estimates by Architect and that our quotation is restricted to percentage basis. The fee is for complete execution of the project (Phase-I and Phase-II\_ including all buildings and infrastructure as per the approved plan of the Architect, outdoor and temporary structures, projections, open areas, roads, outside services, landscaping, etc. It has no hidden costs/exclusions and will apply till the completion of the project. All statutory levies (but not including Income Tax) as made applicable by the Govt. including service tax, at the time of/after the award of contract will be reimbursed, subject to submission of proof of payment of such taxes/levies.

Thanking you,

Yours faithfully,

Date:

Signature with Name & Designation of the  
Bidder

(Authorized Seal)

## CHECK LIST OF DOCUMENTS

### Envelope-1

1. Fully sealed Technical Bid comprising of proof of the following, (wherever applicable)
  - Details of projects above Rs 20 crore initiated and completed in the last 5 years ending FY 2012-13.
  - Details of projects above Rs 20 crore and handled by PMC (initiated & completed in the last 10years ending FY 2012-13)
  - Details of **similar** projects above Rs 20 crore handled by PMC (Initiated and completed in the last 10 years ending FY 2012-13) accompanied with project details indicating management planning, time schedule, completion certificates, photographs, etc.
  - List of projects in hand with PMC with description of projects, cost, time limit, targets etc.
  - Project description, methodology, work plan and item-wise compliance to the Terms of Reference mentioned in this RFP document.
  - Certified copies of Audited Balance Sheet & Income Tax Returns for the last 10 years ending FY 2012-13.
  - Report explaining PMC's approach particularly to this project describing implementation strategies starting from conceptualization, phasing, development approach, time management etc.
  - Time schedule for complete development of total project in the form of BAR CHART and subsequent monitoring through PERT.
  - Alternate models /methodology, phasing and development strategy.
  - PMC's strategy for quality control on the project
  - List of Experts with PMC, to be made available for this project.
  - The composition of the core team to be deployed on permanent basis to act as PMC. The number of officers and their levels may be indicated.
  - An undertaking that team deployed for the execution of the project will not change without the prior consent of ICDWQ.

### Envelope-2

2. Fully sealed Financial Bid as per Annexure-I.

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