

# **Invitation of Expression of Interest (EoI) cum Request for Proposal (RFP)**

**From**

**Agencies Eligible under GFR 133(3)**

**For**

**PROVIDING PROJECT MANAGEMENT CONSULTANCY (PMC) SERVICES FOR  
CONSTRUCTION & DEVELOPMENT OF VARIOUS BUILDINGS, INCLUDING  
EXTERNAL DEVELOPMENT WORKS**

**AT  
ENERGY INSTITUTE BENGALURU (KARNATAKA)**

**The Rajiv Gandhi Institute of petroleum Technology, Jais, Amethi invites** tender in sealed envelopes in two bids system (Tenders should be submitted in sealed envelopes "Technical bid" and "Price bid". Both the envelopes should be further sealed in an envelope super-scribing NIT No. and details) from Central Public Sector Undertakings (PSUs) eligible as per GFR, 2017 u/s 133(3) for Construction & Development of **1 No of Guest House, 1 No of Hostel, Extension of the Dining hall building, 1 no of Housing block, etc along with external development work at Energy Institute, Bengaluru.**

In case, if any other work is required across all the campuses of RGIPT (Amethi (U.P.), Sivasagar (Assam) & Bengaluru), the same will be treated within the offered rate and terms & conditions of this tender only.

**The PMC Agency shall be selected /Appointed on the basis of Quality-cum-cost based selection system (QCBS) as defined in the tender documents.**

## **Important Instructions:**

1	Organization	Rajiv Gandhi Institute of Petroleum Technology (RGIPT)
2	Estimated Cost of Project	Rs.50.00 Crores
3	Completion Time	30 Months

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

Published Date	04/June/2025 (5:00 PM)
Bid Document Download Start Date	04/June/2025 (5:00 PM)
Date of Pre-Bid Meeting	12/June/2025 (03:00PM)
Bid Submission End Date	19/June/2025 (3:00PM)
Technical Bid Opening Date	19/June/2025 (03:30PM)
Date of Opening of Financial Bid	Will be intimated later
Presentation of Concept Note	Will be intimated later
Address For Communication	The Registrar RGIPT Jais, Amethi (UP) - 229305, E-mail: registrar@rgipt.ac.in
Name of the designated person for clarifications, if any	Executive Engineer, RGIPT Jais, Amethi.  Mobile No. +91-9565993399 E-mail: executive_engineer@rgipt.ac.in

This document contains 27 nos. of pages.

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

## **Information to Bidders (ITB)**

1. **Rajiv Gandhi Institute of petroleum Technology, Jais, Amethi** intends to engage the Project Management Consultant (PMC) for its center at **Energy Institute, Bengaluru, Karnataka**, from Central Public Sector Undertakings (CPSUs) eligible as per GFR,2017 u/s 133 (3) and listed in stock exchanges (BSE/NSE), for the Construction & Development of various buildings i.e. 1 no of Guest House, 1 nos. of Hostel, extension of dining hall building, 1 no. of Housing Block, and external development, etc. The selection of the PMC shall be done on the basis of Quality-cum-cost based selection system (QCBS). The estimated cost of the construction and external development works is approximately Rs. 50 Crore.

### **2. Definitions**

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

**2.1 'Institute'** shall mean **RGIPT/ Owner** and shall include their legal representative, successor and permitted assigns.

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

**2.3 'Completion'** shall mean that the work on any project phase is complete and is suitable for its intended use.

**2.4 'Authorized Representative'** shall mean the representative of Project Management Consultant.

**2.5 'Projects'** shall mean Construction & Development of various buildings including external development works, etc. at RGIPT and its centres.

**2.6 'Services'** shall mean the Comprehensive Design, Engineering and Project Management Consultancy services to be rendered by the PMC.

**2.7 'Contractor'** means the contractor or contractors or suppliers or agencies employed by the Executing Agency for the work or any connected work, including the Executing Agency itself in case any work is done directly by the Executing Agency.

**2.8 "Completion"** means when the Building(s)/Structures(s) are complete in all respects along with associated services i.e. ready to occupy and are actually handed over to the RGIPT.

**2.9 "CTE"** means Chief Technical Examiner.

**2.10 "CVC"** means Central Vigilance Commission, Government of India.

**2.11 "CAG"** means Comptroller and Auditor General, Government of India.

**3.0 Eligibility Criteria:-**

**3.1** As per clause 7.1 of this document.

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

- i. Construction & Development of various buildings i.e 1 No of Guest House, 1 no's of Hostel, extension of dining hall building, 1 no's of housing block, external development, etc at Energy Institute Bengaluru. by following all relevant building bye laws.
- ii. Design and Engineering of the project includes civil, architectural, structural, Plumbing, Electrical, HVAC and IT Networking, as applicable.
- iii. Obtaining statutory approvals for design and drawings wherever applicable.
- iv. Project Management and Construction supervision as per design requirements by calling tender for Appointment of Contractor and follow CVC guidelines.
- v. Obtaining completion / occupancy certificate, if applicable.
- vi. Handing over the facilities to Institute.
- vii. Defect liability period is 12 months.

**5.0 Bid Conditions:**

5.1 The estimated cost of the project is Approx. Rs. 50.00 Crore and duration is 30 Months from the date of award of works. The Bidders shall provide their services as PMC for a period of 36 Months or till the completion of the project along with other necessary handing over formalities, whichever is later.

5.2 The Institute reserves the right to reject any or all bids received and change the scope of the work without assigning any reason thereof. It also reserves 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 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 180 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 15 days, sign the contract agreement / MOU.
- 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 The bidders are required to put sign and seal on all the pages of bid document before submitting.

## **6.0 Submission of Bid:**

- 6.1 Bid to be submitted on the date mentioned above.
- 6.2 The Agency Fee all-inclusive but excluding GST for Providing Comprehensive Design Engineering and Project Management Consultancy (PMC) Services shall be quoted in terms of Fee both in figure and in words duly signed by the Authorized Signatory to be indicated in the prescribed format provided. GST as applicable shall be paid extra.
- 6.3 The Institute shall reimburse/ pay all expenditure related to obtaining statutory clearances of the project as per actual including registration charges (if any) with concerned authority.

## 7.0 Evaluation Criteria:

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

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

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

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

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

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

Similar works means experience in "***Providing Comprehensive Project Management Consultancy (PMC) Services for Construction & Development of various buildings in Institutional Campus i.e. Academic, Hostels, Residential Buildings including external development.***"

7.1.2 Average annual financial turnover should be at least 4 times the estimated cost of proposed project during the immediate last 3 consecutive financial year.

7.1.3 The agency should not have suffered losses during last Five (05) Financial Years.

7.1.4 Schedule B- Mini Ratna & above Central Public Sector Undertaking set up by the Central govt. to carry out Civil or Electrical works as per GFR clause 133(3) can participate in the bid. Memorandum of Understanding (MOU) to be submitted along with the tender as documentary evidence for this purpose.

7.1.5 Agencies that are debarred or blacklisted by any Govt. Departments are not eligible to participate in the tender. A Certificate is to be submitted along with the bid by the bidders to the effect that they are not debarred or blacklisted by any Govt. Department. In case, if it is found at later stage that the bidder is a blacklisted company declared by any Govt. Department then the works may be withdrawn, and EMD / bid security shall be forfeited.

7.1.6 In case there is any additional paper, the bidders want to submit, in support of the eligibility criteria, that may be submitted in the technical bid documents along with a covering letter.

## 7.2 Evaluation of Technical bid

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

S. No.	Criterion	Evaluation Criteria
A.	<b>Technical Manpower (Presence of in-house professionally qualified staff in the PSU in indicative categories)</b>	<b>Max. 15 marks</b>
(i)	Civil Engineers (Minimum 5 years of experience)	<b>Max. 9 marks</b> Civil Engineers (Min. Qualification - B. Tech from CFTIs/ AICTE approved Institutions) <ul style="list-style-type: none"> <li>• 201 and Above : 9 marks</li> <li>• Between 101 to 200 Engineers: 07 marks</li> <li>• Between 50 to 100 Engineers : 5 marks</li> </ul>
(ii)	Electrical Engineers (Minimum 5 years of experience)	<b>Max. 3 marks</b> Electrical Engineer (Min. Qualification - B. Tech from CFTIs/ AICTE approved Institutions) <ul style="list-style-type: none"> <li>• 30 and Above : 3 marks</li> <li>• Between 15 to 30 Engineers: 2 marks</li> </ul>

(iii)	Architect	<b>Max. 3 marks</b> Architect (Minimum Qualification – B. Arch from CFTIs/ AICTE approved Institutions) <ul style="list-style-type: none"> <li>05 and above with a minimum of 5 years of experience: 3 marks</li> <li>05 and above with a minimum of 3 years of experience: 2 marks</li> </ul>
<b>B.</b>	<b>Methodology, Understanding of Project and presentation on Concept Design and execution (based on the presentation made before TEC)</b>	<b>Max. 35 Marks</b>
<b>C.</b>	<b>Past Experience of the PSU</b>	<b>Max. 35 marks</b>
i.	Experience in similar works with minimum value Rs 250 Cr during last Five years: Projects successfully completed	Max.10 marks <ul style="list-style-type: none"> <li>06 Marks (60% marks) for minimum eligibility criteria</li> <li>10 Marks (100% marks) for twice or more the minimum eligibility criteria or more.</li> </ul>
ii.	Experience of development of Master plan and campus survey One project for an area of at least 30 Acre	Max. 05 Marks
iii	Navratna and above / Schedule A - Mini Ratna/ Schedule B- Mini Ratna	Max. 05 Marks <ul style="list-style-type: none"> <li>05 Marks for (Nav Ratna &amp; above)</li> <li>03 Marks for (Schedule A Mini Ratna,)</li> <li>02 Marks for (Schedule B Mini Ratna,)</li> </ul>
iv	No. of years in the relevant operational area (Construction and other allied works)	Max. 05 Marks. <ul style="list-style-type: none"> <li>05 Marks for more than 50 years</li> <li>03 Marks for experience between 25 up to 50 years</li> <li>02 Marks for experience between 10 upto 25 years</li> </ul>



v	<p>MOU Rating for the five consecutive years issued by Department of Public Enterprises (DPE), GoI as per formula given below:</p> <p>"MoU rating marking to be considered for the last 5 consecutive years as follows:</p> <p>(a) Excellent – 1 Points (b) Very Good – 0.8 Points (c) Good – 0.6 Points</p> <p>The marks shall be awarded based on the following formula: Obtained marks = (Total points for 05 years) x (5/5)</p>	<p>Max. 05 marks</p> <ul style="list-style-type: none"> <li>• 05 Marks (Excellent)</li> <li>• 04 Marks (Very Good)</li> <li>• 03 Marks (Good)</li> </ul>
vi	Experience in Green Building	<p>Max. 05 marks</p> <ul style="list-style-type: none"> <li>• 05 marks for at least single project successfully completed with 05 Star GRIHA rating</li> <li>• 04 marks for at least single project successfully completed with 04 Star GRIHA rating</li> <li>• 03 marks for at least two projects successfully completed with 03 Star GRIHA rating.</li> </ul>
<b>D</b>	<b>Financial Capability</b>	<b>Max.15 marks</b>
i)	Average Annual Financial turnover in last three financial Years.	<p>Max.10 marks</p> <ul style="list-style-type: none"> <li>• 05 Marks (60% marks) for minimum eligibility criteria (4 times of the estimated cost of proposed project)</li> <li>• 10 Marks (100% marks) for twice the minimum eligibility criteria</li> </ul>
ii)	Average Annual Profit before tax (PBT) in last three financial years	<p>Max. 3 marks</p> <ul style="list-style-type: none"> <li>• Between Rs. 20 – Rs. 50 Cr: 1 mark</li> <li>• Between Rs. 50 – Rs. 100 Cr: 2 marks</li> <li>• Above Rs. 100 Cr: 3 marks</li> </ul>

iii)	Net worth as on 31 March of previous Financial Year	Max. 2 marks <ul style="list-style-type: none"> <li>• Above Rs. 500 Cr: 2 marks</li> <li>• Between Rs. 200 – Rs. 500 Cr: 1 mark</li> </ul>
	Total	<b>100 Marks</b>

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

### 7.3 Opening and Evaluation of Financial Bid

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

### 7.4 Award of contract:

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

- i) 70 % weightage will be considered for **Technical Score (TS)** obtained in the Technical bid (stage-I).
- ii) 30 % weightage will be considered for the price quoted by the bidder in the financial bid, this will be termed as **Financial Score (FS)**. Financial score of the proposals will be determined using the following formula:  $FS = 100 \times (FL/F)$  Where,

„FS“ is the financial score of an applicant,

„FL“ is the lowest Financial Proposal among all and

„F“ is the financial proposal of the particular applicant.

**iii)** For the purpose of calculation of **Composite Score (S)** for each bidder, the weightage shall be 70 % for the Technical Score (Stage - II) (TS) and 30% for Financial Score (FS) of the respective applicants. The Composite Score shall be calculated using the following formula:  **$S = TS \times 0.70 + FS \times 0.30$** .

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.

**iv)** Even though a bidder may satisfy the above requirements, the bidder would be liable to disqualification if he has:

- a. Made misleading or false representation or deliberately suppressing the information in the forms, statements and enclosures required in the pre- qualification document.
- b. Record of poor performance such as abandoning work, not properly completing the contract, or financial failures / weaknesses etc.

## **7.5 Memorandum of Understanding (MOU)**

The MOU between PMC and RGIPT will be executed with mutually agreed terms and conditions.

## **8.0 TERMS & CONDITIONS OF ENGAGEMENT:**

### **8.1 RESPONSIBILITIES OF THE PMC**

8.1.1 Subsequent to signing of the MoU, **PMC** shall take possession of encumbrance's free site from the **RGIPT** and shall nominate a responsible engineer for execution of the Project under intimation to **the Institute**.

8.1.2 The planning, designing of the Project shall be done by the **PMC**. **PMC** shall prepare architectural concept and other services drawings as per the scope of works provided/required by the **Institute**. **PMC** shall prepare preliminary cost estimates based on approved architectural concept /other services drawings & specifications by **the Institute**. Preliminary cost estimates shall be prepared

based on CPWD plinth area rates / DSR (as applicable) enhanced by the cost index of the area and market rate analysis for items which are not included in CPWD, PAR.

- 8.1.3 **PMC** shall prepare tender documents comprising the technical specification, BOQ, general terms and conditions, special conditions etc. and decide on inviting tenders either on engineering procurement construction (EPC)/ item rate mode.
- 8.1.4 **PMC** shall follow the CPWD Guidelines for the preparation of the tender document.
- 8.1.5 For efficient Project execution, if required, PMC shall decide on phasing of the project in consultation with the Institute.**
- 8.1.6 PMC shall invite open tender based on prevalent / established prequalification criteria. **PMC** shall award the work within sanctioned cost (excluding agency charges) to the technically qualified lowest bidder.
- 8.1.7 If there is an increase in L-1 tendered cost vis a vis sanctioned cost (excluding agency charges) then **PMC** shall put up a proposal to the **RGIP** for sanction of the revised cost with supporting documents and technical justification.
- 8.1.8 **PMC** shall make all the statutory payments to the local government or any other statutory body or bodies relating to the Project from the Project Fund.
- 8.1.9 **PMC** shall unless otherwise specified be fully responsible for procurement of all materials through contractors/agencies for the Construction activity and be liable for compliance of statutory laws/rules/regulations.

### **Execution of Work**

- 8.1.10 The 'PMC' shall obtain necessary Statutory Approvals/ Permission/ Clearances/ Certificates from the concerned Local Bodies & Statutory Authorities like District Authorities, Municipal Corporation, Panchayati Raj Institutions, Town Planning Board, Electricity Board/ Fire Department, State/ Central Pollution Control Boards, State Environmental Authorities, Forest and Wild-life authorities etc (for e.g. removal of trees, re-locating utilities; conversion of railway level crossings, laying of railway sidings needed by the work; rehabilitation and resettlement of persons affected by the work; traffic control; mining of earth and stone; interfering protected monuments; blasting permission, environmental/ forest/ wild-life clearances; and shifting of religious shrines etc.) to start the work.

- 8.1.11 Works shall not be awarded by 'PMC' to contractors till all statutory approvals/ certificates/ permissions required for taking up the work, are in place.
- 8.1.12 'PMC' shall permit '**Institute**' to inspect or monitor the works, either itself or through Third party as and when it desires for assessing actual progress and quality of construction and any other aspects.
- 8.1.13 '**Institute**' shall provide security clearance and ensure free access for 'PMC' staff/ Employees and their workers working at Work site in case these are required. 'PMC' shall provide necessary support in this process.
- 8.1.14 'PMC' shall ensure adequate availability of men & material by their contractors.
- 8.1.15 'PMC' shall ensure that the Contractor(s) implement required Health, Safety & Environmental (HSE) practices at the Construction Sites and they also comply with all statutory obligations related to workmen deployed at the Construction Site. 'PMC' will act as Principal 'RGIPT' in respect of all Statutory Obligations related to workmen deployed at the site in execution of the work.
- 8.1.16 The 'PMC' shall be responsible for arranging all utilities required for construction like Drawing of Water, obtaining electricity connection, putting up Labour Camps/ Huts inside the available space for facilitating construction by contractors engaged by 'PMC'. The 'PMC' shall provide necessary support in obtaining permission, if any, of Local Bodies in this regard.
- 8.1.17 As soon as the work is allocated, 'PMC' shall prepare and submit to 'RGIPT' an Integrated Programme Chart for the execution of work showing clearly all activities from the start of work to completion with details of manpower and other input information required for the fulfilment of the timelines given therein. 'PMC' will intimate 'RGIPT', Project Team, both on - site and off-site. The Programme Chart should inter- alia include descriptive note explaining sequence of the various activities, CPM Network Milestones etc. This will form Base Line Programme and the subsequent progress of the work shall be reviewed with reference to this during periodic Progress Review Meeting preferably monthly. Any increase in time period from the Base Line Value shall be construed as Time Overrun.
- 8.1.18 'PMC' shall be responsible for providing Physical Progress Reports to 'RGIPT' in the form of CPM (Critical Path Method) Network on monthly basis for reviewing of the progress of the work vis - a vis Base Line Programme and taking all necessary remedial actions, after considering 'RGIPT' observations made in respect of quality

and progress of the work during the monthly/ periodic Project Review Meetings. To ensure timely completion of work as per the approved time-schedule/ milestones and within the approved Cost.

8.1.19 'PMC' shall also be responsible for providing to 'RGIPT' Financial Progress Reports of the project and up to date Expenditure incurred on the work on monthly basis along with Certificate of Utilization of Fund against Fund earlier released to 'PMC' by 'RGIPT'.

8.1.20 'PMC' shall be responsible for total Project Management including day-to-day supervision of works, maintenance of all project records and executing the works as per prescribed guidelines, Works Manual, Codes, Books of Specifications etc. and also in accordance with relevant and extant provisions of General Financial Rules (GFR) 2017. PMC shall be sole responsible for the quality of work, compliance of directions issued by the Institute. Additional cost for reconstruction, modification of any work not adhering to the quality as necessary or as directed by the Institute/Third-Party Quality Inspection (TPQI) Committee shall be borne by the PMC.

### **Project Management, Cost and Time Control**

8.1.21 'PMC' shall implement a system under single and unified command for implementation of projects from concept to completion and call composite tenders. 'PMC' shall adopt all the above-mentioned measures to successful completion of the works within approved Cost and time period.

8.1.22 'PMC' shall be responsible for managing the Project from concept to commissioning effectively and efficiently to ensure desired/ proportionate pace of progress and completion of work is achieved progressively vis-à-vis approved Plans & Specifications and in Terms and Conditions of the MOUs and mutually agreed milestones and timelines and approved cost, taking with due diligence all required pro-active remedial measures including provision of stringent and elaborate enforceable Clauses to this effect and also making time as the essence of contract in the Bid and Contract Documents. 'PMC' shall provide for clauses in the contract and established procedure to recover liquidated damages from their contractors/ agencies. The liquidated damages recovered from the contractors for delay, if any, shall be credited to 'RGIPT' in the project accounts.

8.1.23 The approved Initial Project Cost & Timeline should not exceed during execution of the Project except for reasons like increase in cost index during construction

period, revised specifications or extra work over approved estimate carried out at the request of 'RGIPT' etc. In case of either increase in earlier approved cost or timeline, detailed reasons and justifications, based on verifiable facts and figures, shall have to be provided by 'PMC' along with comprehensive proposals for revision in earlier approved Project Cost & Timeline, which shall be intensively examined by 'RGIPT' in consultation with 'PMC' before approval is accorded to their proposals. No additional expenditure over and above the earlier approved Project Cost shall be incurred by 'PMC' without prior approval of 'RGIPT'. Upward Revisions in either Cost or Timeline should be an exception rather than a rule and for achieving this objective, all required efforts shall be made by 'PMC'.

8.1.24 At any time, it appears to 'RGIPT' that the actual progress of the work does not confirm to the approved programme referred above and intimated to 'PMC' by 'RGIPT', detailed reasons and justifications for such delays shall have to be provided by 'PMC', which shall be examined by 'RGIPT' to re-Schedule the Programme, if any. Progress Review Meetings preferably monthly/bi monthly shall be held between 'PMC' and 'RGIPT' for reviewing the progress of works based on Baseline Programme/ Milestones etc. and also for resolving co-ordination issues, if any including fixing priority of some works, facilities and services for their early completion and handing over to 'RGIPT' for putting item to use for intended purpose. 'PMC' will also designate a nodal officer in respect of specific work for coordinating with 'RGIPT' and architect. Such designated nodal officer shall be suitably empowered and authorized to take decisions in work related issues so that delays are minimized for achieving timely completion of work.

### **Completion and Handing-over of Completed Work and Facilities**

8.1.25 'PMC' shall obtain work Completion/ Occupancy Certificates & Clearances for completed Work and Facilities before handing over the same to 'RGIPT' for putting them to functional use. 'RGIPT' shall provide all assistance in this process.

8.1.26 'PMC' shall hand over the project to 'RGIPT' or its Authorized Representative completed Work including all Services and Facilities constructed in accordance with the Approved Plans, Specifications fulfilling all techno-functional requirements agreed with 'RGIPT' along with Inventory, As built - Drawings, Maintenance Manual/ Standard Operating Procedure (SOP) for Equipment's and Plants, all clearances /Certificates from Statutory Authorities, Local Bodies etc.

8.1.27 On completion of the work, a Project Completion Report (PCR) shall be submitted by 'PMC' duly bringing out the Final Project Completion Cost, Total Time period

taken to complete the work and also completed Project Components as against the approved Cost, Time and Project Components. The Project Completion report (PCR) shall be submitted along with Final Project Accounts including return of unspent balance amount to 'RGIPT' within one month of settlement of final bills of the contractors/ other agencies deployed on the work by 'PMC'.

8.1.28 **PMC** shall be wholly responsible for any observations and/or comments and, if any, defects pointed out by C.T.E/C.V.C/ C.A.G/Statutory Authorities/local bodies/municipal corporations etc pertaining to works under intimation to the RGIPT in the planning & procedures of execution of the Project. PMC shall provide all work related information promptly to RGIPT for replying to parliament questions, queries from various constitutional and statutory authorities.

8.1.29 **PMC by taking the RGIPT's consent**, shall have the absolute authority to grant escalation, extension of time, cancel or determine cancellation of contract, either in full or parts, if the Contractor fails to perform / complete the work, due to inferior workmanship etc. **PMC** shall get the balance work completed at the risk and cost of the Contractor / subcontractor.

8.1.30 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.

## **8.2 RESPONSIBILITIES OF THE RGIPT**

**8.2.1** The **RGIPT** shall provide to **PMC** all Project related requirements/ detailed scope of works for planning/designing pertaining to the Project.

**8.2.2** **RGIPT** shall demarcate and hand over the site free of all encumbrances or charges to **PMC**. It is further clarified that PMC shall not be held responsible by the RGIPT for any encumbrance or encroachment related litigation, continuing or future, which may arise in relation to the site and in case, PMC is involved in any such suits arising out of the site, continuing or threatened, the RGIPT shall extend all possible support to PMC in such litigation before any court or tribunal.

**8.2.3** The **RGIPT** shall exercise its responsibility as the RGIPT of the Project by signing the drawings required for Statutory Authorities and also by giving necessary authorization to PMC to secure approvals from local bodies of statutory authorities for the planning, construction as contemplated in this agreement from time to



time. However, the **RGIPT** shall help the PMC to the extent of writing letters to local bodies regarding getting such approvals.

**8.2.4 RGIPT** shall give / convey the approval of the sanctioned cost of the Project for its execution. **RGIPT** shall also convey / grant timely approvals to the revised cost estimates as submitted by the **PMC** along with proper justification.

**8.2.5 RGIPT** shall release the funds/payments comprised in the Project Funds promptly and as and when required by PMC to ensure that the progress of work is not hampered due to non-availability of funds.

**8.2.6 RGIPT** shall provide its GST registration certificate for the purpose of GST returns & shall raise timely tax invoices by **PMC**.

**8.2.7 RGIPT** shall nominate authorized nodal officer/ to inspect and check the 'construction work' from time to time to see that the construction works are being carried out as per drawings & specifications as provided in the approved cost estimate. If during the inspection, any defects or variation without the written request of the **RGIPT** are found, then the same shall be rectified by the PMC through its deployed contractors.

**8.2.8** RGIPT must ensure to communicate any change in Scope, Extra items to be incorporated in the awarded work well in time. Further, no separate approval for deviations in quantities in the awarded work to the Contractor will be obtained by PMC from the RGIPT where the deviations are within the prescribed limits as per Contract.

### **8.3 PAYMENT TERMS & RELEASE OF FUNDS**

**8.3.1** PMC shall execute the Project on behalf of **RGIPT** and shall be paid the actual cost of Project plus the Agency charges @ ----- %( ----- **percent only**) excluding GST on the actual cost of the Project for Architectural & Engineering Services for planning, designing, Project Management, Supervision Services.

**8.3.2** The expression 'actual cost of Project' shall include the following:

- a) All the final payments made to the contractor(s), sub-contractor(s), vendors / supplier(s), TPQM agency etc as agreed upon in the tender for the construction of all the buildings, services, related facilities etc.
- b) All costs of materials acquired for the Project and used on the work, either directly or through the contractor(s) including storage charges, carriage and any other incidental charges connected with such materials but excluding the material not incorporated or not handed over to the **RGIPT**.

- c) All cost of labour and manpower deployed on the Project works by the PMC on its own or through labour contractors or even its own manpower provided to contractors for execution of the works.
- d) 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.
- e) The cost towards vetting of design/drawings from any reputed institute (including Indian Institute of Technology) and/or their services for consulting any matter concerning the Project.
- f) The contingency towards watch & ward staff, construction of site office, other field requirements etc. as per CPWD works manual.
- g) All monetary liabilities of the **PMC** towards 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.
- h) All additional costs as payable to contractors /vendors/labors etc on account of risk & cost action against contractor.
- i) 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 **RGIPT** in any suit or arbitration, in respect of any dispute arising out of the Project works done or to be done and/or freeing the site of all encumbrances and/or charges. This sub-clause only addresses disputes/arbitrations/suits with any or all of the contractors or any other person(s) body/authority. Nothing in this sub-clause shall be construed to cover any disputes/arbitrations/suits between the **RGIPT** and the PMC, in which case, each party shall bear its own costs.

**8.3.3** The actual cost of work shall not include:

- a) cost of land; and
- b) cost paid by the **RGIPT** to local government or any other statutory body or bodies for getting approvals for the Project etc.

- 8.3.4** All tax liabilities including Applicable Taxes on payments to contractors & **PMC** and any further tax liability arising out of statutory amendments in laws, government notifications etc. shall be paid by **RGIPT** to **PMC**.
- 8.3.5** In case of non-receipt of the payment, any extra cost incurred by **PMC** on operation of GST law applicable from time to time including but not limited of reversal of Input tax credit and interest thereon, such extra cost shall have to be reimbursed to PMC by the **RGIPT**.
- 8.3.6** The payments by the **RGIPT** shall be made by transfer of funds in an ESCROW/Project account opened by the PMC through demand draft/cheque /RTGS/NEFT.
- 8.3.7** The **RGIPT** shall release the payment with the period of 15 days from the date of receipt of fund demand of the PMC.
- 8.3.8** The **PMC** shall give to the **RGIPT**, their monthly bill showing description of work done, quantity & value of services rendered and Applicable Tax along with their expenditure claim (including agency charges) duly certified by a representative of **PMC** on the Project, for payment. The **RGIPT** shall release the payment within 15 (fifteen) days of submission of invoices bill by the **PMC**.

On completion of work, the accounts of the works shall be closed and a final statement shall be submitted for settlement along with refund of excess deposit received, if any, audited by a Chartered Accountant. All government rules & regulations pertaining to Applicable Taxes shall be applicable and binding on both **RGIPT** & **PMC**.

#### **8.4 COMPLETION OF THE PROJECT**

- 8.4.1** The date of start of the work shall be reckoned from the date of issuance of work order.
- 8.4.2** PMC shall submit completion report, drawings and other supporting documents after the handing over of the contract.
- 8.4.3** The defect liability period of this Project shall be 12 months after completion of work or handing over of offer of possession or taking over of part works, whichever is earlier.

## **8.5 LIQUIDATED DAMAGES**

- 8.5.1** **PMC** shall be required to complete the construction of Project within the scheduled completion period. If the project is delayed by the contractor, then the contractor is liable for such compensation of the delay as per the standard conditions of CPWD manuals, which is **maximum to 10% of the total contract value**.

In case of delay, which may occur due to reasons beyond the control of **PMC**, **PMC** would intimate the **RGIPT** with full details of extension in time limit for completion of the works and keeping the contract alive. The **RGIPT** must ensure to communicate approval of extension within 1 month from the date of intimation by **PMC** else approval will be construed as granted and no further communication from **RGIPT** in this regard will be tenable.

- 8.5.2** If the delay in completion is solely attributable to the **PMC**, the **PMC** shall be liable to pay as damages to "**RGIPT**" a sum calculated @ 0.25% (Zero-point Two Five percent) of the Agency Charges for the balance work for each month of delay, subject to a maximum of 5% (Five percent) of the Agency Charges of balance work.
- 8.5.3** The **PMC** shall be fully responsible to defend any suits or arbitration / Court cases on behalf of **RGIPT** arising out of project in connection with the work between the **PMC** and its Contractor(s) and any award/decreed during the construction stage or post completion of work, shall be payable from the Project Fund / **RGIPT**. However **PMC** shall not charge Agency Charges on such Arbitration award(s)/ court decree(s) in the favour of contractor(s).

## **8.6 FORCE MAJEURE**

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

**PMC** shall not hold responsible any contractor/sub-contractor/ agency for the delay/ stoppage of work due to force majeure conditions like natural calamities, civil disturbance, war, etc. and for losses suffered if any, by the **RGIPT** on this account. **PMC** shall also not be liable in any manner whatsoever towards such losses and no

compensation of any kind whatsoever will be payable by the PMC to the **RGIPT**. Suitable force majeure clause shall be incorporated in all the agreement entered into by the PMC with the contractors/ agencies.

## **8.7 ARBITRATION**

In the event of any disputes relating to the interpretation and/or application of the provisions of the contracts, (whether during the progress of the works or after their completion) the same shall be settled amicably through mutual discussions or shall be referred by letter by either party to the Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) under the Department of Public Enterprises, Ministry of Heavy Industries & Public Enterprises, Government of India as mentioned in DPE OM No 4(1)/2013-DPE(GM)/FTS-1835 dated 22.05.2018.

**LETTER OF TRANSMITTAL**

From:

To,  
Registrar,  
RGIPT, Jais, Amethi.

**SUB: SUBMISSION OF BID FOR PROVIDING PROJECT MANAGEMENT  
CONSULTANCY (PMC) SERVICES.**

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  
PSU)

(Please affix seal)

**ANNEXURE II****Details about Bidding Agency**

S. No.	Particulars		
1.	Full name of the Bidder PSU (In capital letters)		
2.	Full address of the Bidder PSU		
3.	(A) Telephone No. (B) Fax No.		
4.	Names and details of the Authorized Signatory of this NIT (Address, contact telephone Number, Mobile number, FAX No., Email ID)		
5.	Has the bidder PSU been black listed by any organization? If so, attach the details of the same.		
6.	PAN:		
7.	TAN:		
8.	GST registration No.:		
9.	MOU Ratings for the past Five years.		
10.	Green Building Experience		
11.	No. of full time employees for the Organization	Graduate Engineers	Supporting Staff (Technical)

12	Financial strength of the Organization for the last 3 years. Attach photocopies audited balance sheets.		
Turnover (IN CRORE)	2021-22	2022-23	2023-24
Average Annual Profit before tax (PBT)	2021-22	2022-23	2023-24

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

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



### **Annexure III**

#### **Details of personnel**

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

Signature of Authorized  
Signatory. Name of Authorized  
Signatory

PSU Stamp

**ANNEXURE IV**

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

S. No.	Name of 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

**Financial Bid**

From:

To,  
Registrar,  
**RGIPT, Jais, Amehti,**

**Sub: FINANCIAL BID FOR PROVIDING PROJECT MANAGEMENT CONSULTANCY (PMC) SERVICES FOR CONSTRUCTION & DEVELOPMENT OF VARIOUS BUILDINGS, i.e. CONSTRUCTION & DEVELOPMENT OF 1 NO OF GUEST HOUSE, 1 NO OF HOSTEL, EXTENSION OF THE DINING HALL BUILDING, 1 NO OF HOUSING BLOCK, ETC ALONG WITH EXTERNAL DEVELOPMENT WORK.**

Dear Sir,

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

<b>S. No.</b>	<b>Particulars</b>	<b>In Figure</b>	<b>In Words</b>
1.	Fee in Percentage (%) toward Project Management, Supervision, Services including Architectural Services for planning, designing, and Consultancy Services as per the scope defined in the tender documents	-----%	

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)