

***GUIDELINES AND INSTRUCTIONS FOR
SELECTION OF PROJECT
MANAGEMENT CONSULTANT***



PMC DOCUMENT

**Construction of New Lab Block at
CSIR-IHBT Palampur**

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Chapter-1

Preamble and Selection Process

CSIR-UGC

1.0 Preamble

1.1 **Vision:** Develop technologies to boost bio-economy through sustainable utilization of Himalayan bio-resources for societal, industrial and environment benefits.

Mission: To discover, develop and commercialize processes and products from Himalayan bio-resources using cutting edge science and technology

1.1.1 Brief History

CSIR-Institute of Himalayan Bio-resource Technology (CSIR-IHBT) is perched in the lap of majestic snow clad mountains of Dhauladhar range in the western Himalaya. The history of this lab dates back to 1960s when CSIR proposed to set up a National Biological Research Institute at Palampur. Somehow this could not be materialized. Finally, the foundation stone of CSIR Complex Palampur was laid on July 2, 1983 and first Coordinating Director was appointed in February 1984. Since then, the institute has been relentlessly working towards the development of technologies for sustainable utilization of Himalayan bioresources. Based on the mandate of the institute and the milestones achieved, CSIR Complex Palampur was rechristened as the CSIR-Institute of Himalayan Bioresource Technology in 1997. Further, to catalyze the economy of the high mountains through technological interventions, a Centre for High Altitude Biology (CeHAB) was established at Ribling (3450m amsl, near Keylong); district Lahaul & Spiti, HP on October 1, 2012.

Research Areas

- Bio-prospecting plants and microbes for development of processes and products through agro-technology, biotechnology, nanotechnology, chemical technology and food technology
- Mapping and conservation of Himalayan bio resources
- Species adaptation and climate change studies

Institute also fosters entrepreneurship, start ups, skill and business development. Institute is frequently visited by eminent scientists, industrialists, policymakers, school children and

farmers. Organizing training programmes, workshops and specific conferences are part of routine activities of the institute.

1.1.2 It is proposed to engage a project management consultant (PMC) to manage all the activities involved in the project like planning, execution of development & construction works. The scope of work of PMC include providing planning, design and drawing related to architectural, structural, plumbing & sanitary, waste disposable, furniture & furnishing, landscaping, electrical, mechanical, fire, air conditioning, substation, taking approvals from Local Authority & other allied services etc along with managing execution of works by appointing contractors through competitive bidding system.

The Lab is looking for a PMC having experience and knowledge in similar projects like modern biological laboratory building and complexes, animal house, biological laboratories, bio-safety laboratories, medical institutes, hospitals etc. with state of the art facilities of international standard and its execution. The engagement / selection of PMC will be done out of a panel of Public Sector Undertakings short-listed for this purpose. It is expected that PMC should have architects, engineers, specialists with relevant expertise along with expert scientific inputs. In case the PMC lacks some expertise in house, it may associate the same from outside in its team for this project in consultation with the Lab.

1.1.3 The region is on seismic zone V making the entire region prone to earthquake of moderate to very high intensity.

1.1.4 The built up area of the proposed Lab. Building will be approximately **2500 Sqm** and it will be constructed at an approximate cost of **INR 15.22 Crores** which includes all services, furnishings, equipment and external development works etc. required to make the building fully functional. The above project cost is indicative and may vary after actual finalization of the proposal.

1.1.5 To fulfill these objectives, it is proposed to engage a Project Management Consultant (PMC) to manage all the activities involved in the project like planning and execution of the development and construction works of Proposed New Lab Block along with external

services and land development work. The scope of PMC services will include scrutiny of planning, design, drawings and estimates etc. along with managing execution of works as per Centre/State Government norms.

In addition to above, PMC is required to provide inputs for planning and designing of specialized services/utilities for various Lab buildings as per standard engineering practices, waste management, energy efficiency & other allied services etc. along with obtaining statutory approvals, if any.

The CSIR-IHBT, Palampur is looking for a PMC having experience and knowledge in execution of similar projects like modern Laboratory building having state of the art facilities of international standard and its execution. The engagement / selection of PMC will be done out of a panel of Public Sector Undertakings short-listed for this purpose. It is expected that PMC should have relevant expertise along with expert scientific inputs. In case the PMC lacks some expertise in house, it may associate the same from outside in its team for this project with prior written approval from CSIR. The internal space planning is to be finalized in due consultation with CSIR-IHBT as per requirement.

PMC should also have expertise in contemporary building construction that allows longer clear spans, thinner slabs, fewer beams and more slender structural elements in order to minimize overall building height/ floor-to-floor height by adopting latest technology like Post-tensioning or any advanced methodology that allows a significant reduction in building weight versus a conventional concrete building so as to reduce the foundation & seismic loads, and considerable savings in mechanical systems and façade costs.

1.1.6 PMC will, prepare various design & estimates, execute, superintend and perform other duties as stated in the terms & condition in chapter 4, 5 & 6. PMC will obtain all necessary clearances from various statutory authorities like State Pollution Control board, Municipal Board, Urban Development Authority, Electricity suppliers, health, forest, airport authorities as applicable for electricity service connection, & NOC for constructions etc. CSIR-IHBT, Palampur will provide required documents for the purpose. Necessary costs towards press advertisement, soil testing and surveying shall be reimbursed by CSIR-IHBT, Palampur as per actual.

1.2 Selection Process of Project Management Consultants:

The PMC shall be selected based on Quality and Cost Based Selection (QCBS) wherein 70% weightage will be given for Technical Bid and 30% weightage will be given for Financial Bid. The Technical Bid will consist of 2 stages (i.e. Technical Bid Stage- I & II). In Technical Bid Stage- I the bidders will be shortlisted based on laid down parameters and marks will be awarded for each parameter Bidders scoring at least 60% marks in Technical Bid Stage-I will be eligible for Technical Bid Stage-II (Presentation). In Technical Bid Stage-II, the bidders will be evaluated by the selection committee as per the parameters laid down. The bidders scoring at least 75% marks in the Technical Bid Stage-II (Presentation) will be eligible for opening of Financial Bid. The bidder scoring highest composite score after evaluation of Technical and Financial Bids will be the successful bidder and considered for award of work.

1.2.1 Objective of Selection:

The objective of the selection is to appoint a Project Management Consultant having required expertise as indicated above with innovative construction management approach especially to the time bound project, befitting to this contemporary era of globalization endowed with modern concepts by using cost effective technologies.

1.2.2 Eligibility Criteria:

Only PSUs short listed by CSIR are eligible to participate in tendering.

1.2.3 Evaluation of Technical Bid Stage-I

The eligible PSUs will be short listed by CSIR-IHBT and awarded marks as detailed below:

- i. 10 marks each for completed similar projects of 80% of the project value or 2 similar projects of 60% value of the estimated cost of the proposed new Project of CSIR-IHBT. The projects those are completed in all respect in last ten years shall only be considered.

Maximum Marks: 40

- ii. 05 marks for having provided PMC services for each similar projects in hand (on-going projects whose construction have physically started at site) of 80% value or 2 similar projects of 60% value of the estimated cost of the project.

Maximum Marks: 30

- iii. 05 marks for each of the PMC projects (meeting eligibility criterion at Clause 1.2.3 (i) above) having been completed within the stipulated completion period as specified by the Employer/Owner.

Maximum Marks: 15

- iv. 05 marks for each 5 star rated green building, 04 marks for each 04 star rated green building & 03 marks for each 3 star rated green building (project must have rating and certification from GRIHA) completed during last 10 years.

Maximum Marks: 15

1.2.3.1 All those PSUs who score 60% and above marks in the Evaluation of Technical Bid Stage-I will be eligible for Technical Bid Stage-II (Presentation) before the Selection Committee.

1.2.3.2 The weightage of the Technical Bid Stage-I towards final evaluation shall be 30%.

1.2.4. Technical Bid checklist

The technical bid should include the following:

1. Details of similar projects handled by PMC (initiated and completed in the last 10 years) accompanied with Detailed project report (indicating management planning, time schedule), completion certificates from the owner/employer, actual photographs and copy of award letter and completion certificates etc in support of the similar projects.
2. List of similar projects in hand with PMC in report format with description of projects, cost, time limit, targets, present status of work, list of various statutory clearances obtained and its current status, Copy of Award of work, hindrances if any, etc.

3. Copy of certificates from the Owner/Employer regarding successful completion of project within the stipulated completion period.
4. Copy of green building rating certificates from GRIHA or such organisations for the similar projects completed during last 10 years.
5. Report explaining PMCs approach, particularly in relation to this project, describing implementation strategies starting from conceptualisation, phasing, development approach, time management, etc.
6. List of Project Manager and Engineers available with the PMC, who will be deputed to manage the project.
7. The composition of the core team to be deployed on permanent basis by the PMC. The number of officers, their levels and their qualifications may be indicated.
8. An undertaking that the team deployed for the execution of the project will not change without the prior consent of CSIR-IHBT.

1.2.5 Technical Bid Stage-II

1.2.5.1 The salient features of the project with programs/activities under it are given in Para 1.1 (Preamble). The details of the project can be noted from Chapter 2 & 3. All PSUs are advised to visit the site before submitting their proposal for providing PMC services. The participating PSUs will cover the following aspects in their presentations:-

(i) Methodology used for handling Project Management Consultancy of a project of similar type, size and magnitude bringing out the complex nature of the project and the expertise of the PMC in handling it, including the client management interface and progress reporting process to be illustrated through sample reports from successfully executed projects in the past.

Maximum Marks: 30

(ii) PMC capabilities in handling a project of this nature, specifically the extent to which the PMC can offer value addition to the project to improve cost controls, adherence to timelines, efficiency and quality, Liaison capability in obtaining approvals from various statutory authorities/Urban Local bodies

etc.

Maximum Marks 20.

- (iii) The broad vision and management planning to be adopted for execution and completion of this project including Time management for complete development of the total project in the form of BAR/PERT CHART, Resource management which includes manpower proposed to be deployed on the project for proper and effective monitoring, Quality Management approach, Cost Management (which may be presented in the form of preliminary estimate of the proposed project) and development strategy for completing the overall project in the stipulated time and approved cost.

Maximum Marks 30.

- iv) Green building approach of the PMC towards achieving sustainability of the proposed project of CSIR-AMPRI by incorporating principles, techniques and materials that conserve natural resources and improve environmental quality throughout the building's entire life-cycle.

Maximum Marks 20.

- 1.2.5.2** In the Technical Bid Stage-II (Presentation) 45 minutes time will be given too each participant. PMC will have to arrange their own equipment's/media for making presentations.
- 1.2.5.3** All those PSU's who score 75% and above marks in the Technical Bid Stage-II (Presentation) will be eligible for opening of Financial Bid.
- 1.2.5.4** The weightage of marks scored in the Technical Bid Stage-II (Presentation) shall contribute 40% towards the final evaluation.
- 1.2.5.5** The Selection Committee may choose to visit the works involving PMC services of PSUs to make the above assessment.

1.2.6 Financial Bid

All the participants will be required to quote their lump sum consultancy fee including all taxes and levies inclusive of GST etc in Indian rupee for providing their project management services. The detailed scopes of work and agreement format containing other terms & conditions are detailed in Chapter – 4 to 7. The Financial Bid format, as given in Annexure – A, will be submitted by the PSUs in sealed cover along with the Technical bid. It may be noted that Financial Bids of only those (one or more) PSUs will be opened and considered whose Technical Bids (Stage-I & II) are found acceptable by the Selection Committee. The weightage of the Financial Bid shall be 30% towards the final evaluation. Bids shall be valid for a period of 90 days from the date of opening of Financial Bids.

1.2.7 Instructions for submission of Technical & Financial bid

PACKET- 1: This packet should contain the technical bid, properly sealed with the term “Technical Bid” written on top of the cover. Technical bid should include all accompanying documents, reports, photographs, time schedule, management planning, etc of projects of similar nature already satisfactorily completed and/or in progress.

PACKET- 2: Financial bid as per the format enclosed in Annexure – A, should be packed in a plain brown paper and sealed. This should be clearly written “Financial Bid” on the top of the cover of Packet – 2.

PACKET- 3: This will contain PACKET–1 and PACKET–2 in a plain brown paper and sealed. This shall also include the filled in check list as per the format given in Annexure – B at the end of the document.

This packet should be super scribed with the name of Project, date & time of submission & either hand delivered to Administrative Officer, CSIR IHBT, Palampur or sent by regd. Post /speed Post / Courier to reach CSIR-IHBT, Palampur on or before the date and time of submission of bid as per time schedule given in para 1.2.12. However CSIR-IHBT, Palampur shall not be responsible for any loss/delay of receipt of the above bid sent by courier / post.

1.2.8. Disqualification

The selection committee may disqualify bids on account of the following reasons:

- (a) If received after the last date and time.
- (b) If the firms disregards any of the terms & conditions of the bid.
- (c) If the participants attempts to influence any member of the selection board.

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

1.2.9. Termination of the bid

- (a) Against all expectations entertained by CSIR-IHBT, Palampur if none of the participating firms could be declared by the selection committee as the winner of the bid, the bidding will be regarded as terminated.
- (b) The CSIR-IHBT, Palampur reserves right to accept or reject any/all bidders including the lowest bidder without assigning any reasons or whatsoever. The CSIR-IHBT, Palampur is not bound to accept the lowest bid.

1.2.10. Award of Work

The work of Project management consultancy services will be awarded as per recommendation of the selection committee based on the following formula:

- (i) Technical Bid Stage-I Marks: 30% Weightage
- (ii) Technical Bid Stage-II Marks: 40% Weightage

Note: The Committee will award marks (TS) (out of 100 that will later be normalized with respect to 70 in the formula presented in 1.2.10.1) based on the proposal presented by PSUs.

- (iii) **Financial Bid Marks:** 30% Weightage. [The lowest Financial Bid (FL) will be given a Financial Score(FS) of 100 points. The financial score of other proposals will be computed as under:

$$FS=100 \times FL/F$$

Here FS is the financial score, FL the Lowest Financial proposal among all, and F the Financial proposal of the particular finalist.

- 1.2.10.1** For the purpose of calculation of composite score (S) for each PSU, the weightage shall be normalized to 70% for Technical Bid Score (TS) and normalized to 30% for Financial Score (FS) of the respective finalist. The Composite Score shall be calculated using the following formula:
$$S = TS \times 0.70 + FS \times 0.30$$
- 1.2.10.2** PSU will be ranked according to their composite scores and will be listed in the order of merit as H1, H2 and H3. The top scorer H1 will be eligible for award of work.
- 1.2.10.3** The PSU with the highest marks will be appointed as Project Management Consultant. In case more than one PSU scores identical final marks, then the bidder, whose marks in the Technical Bid (Stage-I&II) are the highest, will be appointed as PMC.
- 1.2.10.4** The selection above does not automatically confer any right whatsoever on any PSU for award of work as described in the scope of services.

1.2.11 Settlement of Disputes

The decision of the Selection Committee shall be final & binding on participating firms. In the event of dispute related to the judging procedure or the award of the selection committee the settlement will be done by sole arbitration of the DG,CSIR or by the arbitrator appointed by him without resource to the legal authorities.

1.2.12 Time Schedule

1.	Issue of Notice inviting tender	BY SPEED POST/ COURIER / E-MAIL TO ALL THE CSIR EMPANNELED PMC AGENCIES
	PMC document containing scope of work with terms and conditions can be downloaded from the site www.ihbt.res.in .	
2	Date & time of pre-bid Conference	At CSIR-IHBT, Palampur (HP) on dates as per NIT
3	Date & Time of submission of technical & financial bid	Bids To be handed over to the office of Administrative officer, CSIR-IHBT, Palampur or can be sent by speed post/courier on dates as per NIT..
4	Date & Time of opening of Technical Bids	At CSIR-IHBT, Palampur (HP) on dates as per NIT
5	Date & Time of Presentation by PSU's.	At CSIR-IHBT, Palampur (HP) on dates as per NIT.

1.2.13 Additional Information:

Director, CSIR-IHBT, Palampur reserves the right to:

- i. Postpone and/ or extend the date of receipt of or to withdraw the bidding notice without assigning any reason thereof, entirely at the discretion of the CSIR-

IHBT, Palampur. 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 proposal and will not be bound to accept lowest or any proposal or to give any reasons for the decision in the consultation with the selection committee.
 - A) This document is non - transferable.
 - B) In case, the last date for submission & opening of tenders is declared as a 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.
 - C) The ownership of the submitted materials of all the PSUs shall lie with the CSIR-IHBT, Palampur.

1.2.14. Pre-Bid Meeting

A pre-bid meeting will be held between the participating PSUs and CSIR-IHBT, to discuss any concerns or clarifications required by the PSUs applying for providing PMC services. The minutes of the meeting will be circulated among all the participants in the PMC selection process within a week the date of meeting.

Chapter-2

Architectural Program

CSIR-UGC

2.1 Introduction

In the beginning when the Institute's lab were being planned at that time sanctioned scientists strength was about 45 and the labs were planned accordingly. Now 17 new scientists have joined. The existing labs are totally occupied. It is required to construct one lab block of approximately 2500 sqm area for smooth running of R & D activities.

2.2 Proposed Infrastructure

The proposed work includes construction of 3storey Lab building, having built up area 2500 Sqm approximately having all facilities like lifts, stairs, ramps, Firefighting, fire alarm system, air conditioning of desired area, Lab Furniture, DG Set, external development as per site requirement, R.C.C Channelization of rain water Nalla, water tanks for Lab & Fire, Septic tanks, S.T.P and Lab E.T.P. The tentative estimated Cost of this Project is 15.22 Crore. The area for Building has already been earmarked at CSIR-IHBT Palampur and can be seen any time before submitting the bids.

2.2.1 General Requirements

Total plot area is approx2500Sqm.Considering acute shortage of Lab space, it is proposed to construct the lab building of 2500m²(approx) of 3 floors, having all modern building services and facilities for R&D activities. The detail of the expected space for different facilities is given below. However PMC should review and propose modification if necessary as per the existing site and local conditions. The proposed development is to be planned in accordance with the provisions of Local bye-laws and other statutory rules and regulations.

Since the proposed development is to be planned in a running institute, works need to be executed in appropriately phased manner to minimize disturbance in laboratory activities. This should be taken care of while planning for development, interlinking, up-gradation & augmentation of all services are to be planned and executed similarly. The other general requirements are as following.

- 1 Entrance Lobby with sitting space for visitors, toilet (male & female), drinking water (RO Water)
- 2 2 number Lifts (12 person capacity).
- 3 Provision of stairs as per norms

- 4 Ramps at desired locations.
- 5 Substation with Generator back-up.
- 6 Rainwater harvesting system and site development.
- 7 Telephone facility, UPS Power House, HVAC, Fire Alarm & Fire Fighting System, Building automation system Sewage cum Effluent Treatment Plant etc

2.2.2 Specific Requirement

The New Lab building should have sitting chambers and Lab working area for at least 15 scientists, common instrumentation Hall at each floor, as per site gradient condition stilt parking should be there. The other specific requirements are as following.

1. Bioprocessing facility on Ground floor
2. Molecular biology facility on first floor (Air Conditioned)
3. Adaptation biology on 2nd floor

CHAPTER-3

The Site

CSIR-UGC

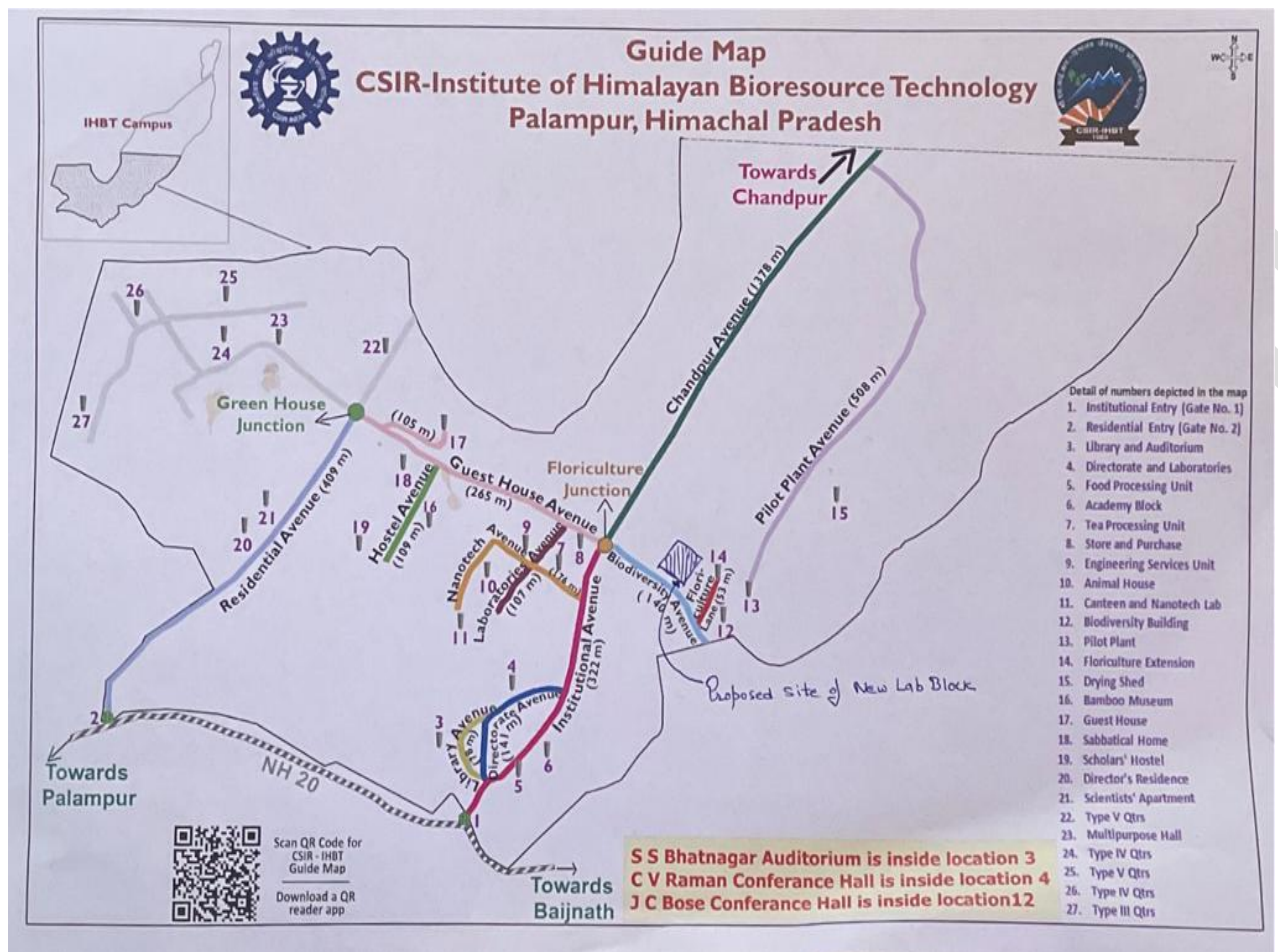
3.1 Introduction

The construction of all these facilities is to be taken up within the existing CSIR-IHBT campus, at Palampur, H.P.

3.2 Soil Testing

PMC will provide its consultancy services to get necessary soil investigation studies to ascertain bearing capacity of soil, sub-soil water levels for structural designs. It will also get hydrological tests done if required for ascertaining the availability, quality and quantum of water. The cost incurred on soil investigation & hydrological test shall be borne by the owner.

3.3 Site Plan



CHAPTER – 4

Scope of (PMC) Services

SCOPE OF PROJECT MANAGEMENT CONSULTANT (PMC) SERVICES

4.1 BROAD SCOPE OF WORK

- 4.1.1 The Project Management Consultant (PMC) will act as 'Engineer-in-Charge' on behalf of CSIR- IHBT, Palampur for implementing the overall project.
- 4.1.2 PMC shall be required to manage the entire project activities from conceptualization up to completions including obtaining municipal/ statutory approvals (If any), as per requirements, specifications & conditions laid down in this document.
- 4.1.3 The details of the project i.e. Construction of a Lab Block at CSIR-IHBT, Palampur is given in chapter-1, 2, & 3.
- 4.1.4 The detailed architectural service is an integral part of scope of work of PMC. The activities under the scope of work of PMC shall broadly include but not limited to the following:

4.1.4.1 Design and Planning stage

The Employer would furnish the requirements and area schedule for various functions to the PMC. The PMC is also required to work in close association and coordination with the architects of CSIR-ESD, New Delhi. The PMC, shall there upon, render the following Services.

The PMC shall

- a) Carry out detailed survey on the land, Submit a feasibility report on the proposed development scheme taking into account of the existing buildings vis-a-vis the proposed building as per the prevailing norms as applicable at Palampur and other necessary studies if any.
- b) Shall prepare 'site plan' of the campus as per the requirement of local bodies/statutory bodies, obtain necessary clearance (if any)/ Fire NOC or regularisation certificates (as the case may be) for the existing buildings and

regularise the campus from the concerned municipal corporation/statutory authorities.

- c) Liaison with the Municipal Corporation and other Govt/statutory authorities on behalf of CSIR-IHBT, for obtaining NOC's and Approvals. PMC shall also obtain any other statutory approvals which are not explicitly mentioned in the scope of services but are required for the completion of assignment in totality.
- d) Based on Architectural program, the PMC shall furnish the details of total built up area, plinth area on the basis of concept design/drawing and various facilities proposed under specific requirements, PMC shall prepare '**Preliminary Estimate**' (**PE**) as per norms to get information in respect of magnitude of work, its components and services and cost of all such items involved. The proposal should be supported by relevant drawings for services with general schematic layout of individual floors for all services.
- e) PMC will plan, coordinate and execute the activities leading to the construction of buildings and campus developments on the plot at CSIR-Institute of Himalayan Bioresource Technology (IHBT), Palampur, Kangra, Himachal Pradesh Pin 176061.
- f) All activities including the conceptual design for the proposed building, required for developing the total infrastructure till the handing over of the completed buildings and other infrastructure of the campus, shall be performed by the PMC. The PMC is also required to work in close association and co-ordination with the architects of CSIR-ESD, New Delhi and CSIR-IHBT, Civil Engineering Section, Palampur.
- g) PMC will review, study and analyze the briefs, designs, concepts based on assessment of the requirements of CSIR-IHBT and accordingly finalize the detailed designs & drawings, preliminary estimates etc. in due consultation with CSIR-ESD Architects before submission to Director, CSIR-IHBT, Palampur. After obtaining necessary Administrative Approval of the proposal from Competent Authority CSIR, the PMC shall, by following its own procedures, issue Notice Inviting Tender (NIT), process and award the works and get them executed as per specifications and requirements approved by CSIR, by following the applicable Centre/State Government rules and guidelines.

- h) PMC shall prepare the Detailed Project Report (DPR), and preliminary estimates as per Government norms and obtain necessary approvals from the State / Central government as required.
- i) The Project Management Consultant will award the work to the Contractors for timely execution/completion of the projects based on functional requirements as approved by CSIR-IHBT. In addition PMC shall administer the Works Contract and ensure that the contract clauses whether related to quality or quantity of work are respected and the works are executed in accordance with its provisions.
- j) PMC will be required to superintend and perform duties as Engineer-in-Charge on behalf of CSIR-IHBT for the sufficiency and adequacy of design and drawings. 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 work.
- k) PMC will make all engineering decisions including necessary correspondence with Architects, Contractors and other external agencies required for the successful and timely implementation of the Project.
- l) PMC will ensure adherence to relevant Statutory /Urban Local bodies(ULB) norms and obtain all statutory approvals like building commencement permits, completion certificates, clearances, No Objection (NOC) certificates/FIRE NOC as required for the project. The preparation of necessary drawings for submission to various statutory/local authorities and its submission with the concerned authorities shall be the responsibility of PMC. In addition to the above, 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 CSIR-IHBT, time to time.
- m) In case of any bottleneck in execution of the project arising out of any activity, PMC will undertake such activity so that the project does not get delayed or stalled. It is, therefore, necessary for the PMC to thoroughly study the scope of work before participation in the selection process of PMC.
- n) PMC will perform the function as 'Engineer-in-Charge' as enumerated in the Works Contract with Contractors and other agencies with the exception of the following for which PMC will seek prior approval of CSIR-IHBT:

- a) Issuing/approving variation orders which have additional financial implications, as reasonably determined by the PMC;
 - b) Approving rates for new items of work or for existing items of work which deviate in quantity beyond the limits defined in the contract;
 - c) Approving the extension of time of completion of the works stipulated in all the construction contracts.
- o) CSIR-IHBT, may at its discretion, hire the services of an independent agency/engage somebody for quality audit for checking and ensuring the quality of construction to which the PMC will render due assistance in discharge of their duties.
- p) 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.
- q) 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 provisions in the tender documents for third party test of materials and any equipment (preferably from a Government Institute like IIT/NIT/Government Engg. Colleges etc). The cost of such third party tests shall be reimbursable to the contractor as per actual subject to the condition that the test results are within acceptable parameters.

The project shall be headed by a sufficiently senior and competent person 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 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 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 CSIR-IHBT, Palampur and the PMC. The Project Head and other officials assisting the Project Head shall not be changed during the

implementation of the project except with concurrence of CSIR-IHBT, Palampur. However, the decision of CSIR-IHBT, Palampur shall be final in this regard.

4.1.4.2 Description of PMC Role in various stages of the Project

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

A) Concept Design:

The PMC shall

- (i) Prepare the conceptual design of the building based on various building requirement as per Chapter 2.
- (ii) Discussions with CSIR-IHBT, Palampur & CSIR-ESD, New Delhi and finalization of project brief including illustrating CSIR-IHBT's requirements.
- (iii) Prepare necessary submission drawings on the basis of conceptual design & drawings and obtain statutory approvals and ensure compliance with codes, standards and legislation, as applicable. The concept design with the various service requirements shall be provided by CSIR to PMC for further detailing as per requirement of the local municipal/development authorities.
- (iv) PMC will prepare the detailed Project Report (DPR), preliminary estimates as per Central/State government norms and provide assistance to CSIR-IHBT, Palampur in obtaining administrative approval of the competent authority.
- (v) PMC will provide its consultancy services to get the necessary soil investigation studies done to ascertain bearing capacity of soil, sub soil & water level for structural designs. It will also get the hydrological tests done for ascertaining the availability, quality and quantum of water. The expenditure incurred on soil investigations and hydrological tests shall be borne by the CSIR-IHBT.
- (vi) Further work beyond this preliminary stage will be taken up by PMC only after CSIR-IHBT, Palampur conveys its administrative approval. In case the administrative approval is not given by the Competent Authority of CSIR, the PMC Services Contract will be terminated by CSIR-IHBT, Palampur.

(vii) After obtaining the approval of CSIR-IHBT, Palampur and obtaining other Municipal/Statutory approvals, PMC will require to finalise the working drawings and specifications of work in due consultation with CSIR. Thereafter PMC shall prepare tender document, issue NIT, process and award the works (Internal and External) by following laid down rules and procedures and get them executed as per specifications and requirements approved by CSIR-IHBT, Palampur generally based on provisions of CPWD Manual by following applicable government procedures.

B) Pre-Construction Stage

Preparation of detailed engineering drawings with details incorporating services and schedule of quantities.

This will include:-

- a) Preparation of detailed engineering drawings including structural, electrical HVAC and other services drawings and detailed estimate generally on provisions of CPWD manual or by following PMC's own procedure.
- b) Furnish detailed project cost as specified and approved in preliminary estimate.
- c) Obtain approval of local authorities, if any, and make changes required by them with intimation to employer.
- d) Analysis of various project related activities with reference to time frame, resource allocation and scheduling using latest techniques and software as approved by the CSIR-IHBT, Palampur.
- e) Preparing detailed PERT/CPM charts.
- f) Preparing Cash flow requirements.
- g) PMC will be responsible for preparation and counter checking of the structural designs. The designs must be checked by the PMC through a third party like IIT/NIT or other local Govt. engineering colleges. For the third party check, the fee shall be borne by CSIR-IHBT, as per actual.

- h) Checking of Architectural, technical specifications, services and all other drawings to ensure their completeness / correctness.
- i) Checking of bill of quantities prepared and submitted by the consultants hired by PMC including cost estimates.
- j) Process the pre-qualification of vendors generally as per CPWD guidelines by following applicable government procedures :
 - a. Finalize the drawings/ designs based on the results/ reports of soil investigations and hydrological studies.
 - b. Hold vendor interaction meetings, pre-bid meetings and ensure clarity on queries generated.
 - c. Receive and open bids and process further for award of work.
 - d. Analyze the received bids for award of work for various packages of Project after approval of its competent authority and inform CSIR-IHBT, about award of work.
 - e. Furnish Financial and Physical progress reports as required by CSIR-IHBT, Palampur based on predetermined formats and time schedules.

C) Construction Stage

- i) PMC shall execute the project in a time-bound manner and hand over the building/ other works complete in all respect certified by CSIR-IHBT, Palampur within the time limit of **30 months** starting from the 10th day of issue of award letter. PMC shall ensure that no time and cost overruns occur.
- ii) PMC shall provide Construction Management Services from the start of construction up to commissioning and handing over of the entire project to CSIR-IHBT, in usable condition. It shall also be the responsibility of the PMC to liaise and coordinate with various agencies for smooth execution of the project. Responsibilities of PMC for construction stage shall, inter-alia, be as under:

- a) Assemble a multi-disciplinary construction management team as approved by CSIR-IHBT.
 - b) Prepare detailed coordinated construction schedule.
 - c) To ensure that the construction drawings are finalized after coordination with other disciplines and all agencies to have clear demarcated responsibility.
 - d) Check and finalize Contractor's detailed program of activities commensurate with the Tender provisions.
 - e) Check and approve all Contractors, Sub-Contractors and Agencies for carrying out the works.
 - f) Signing of Contract with Contractors.
-
- iii) Day-to-day supervision of work to ensure proper quality, workmanship and timely completion of the work by employing adequate number and level of engineers and supervisory staff 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.
 - iv) Checking fabrication drawings, bar-bending schedules and all other architectural / Structural details during construction.
 - v) Conduct site meetings and coordination meetings with all Agencies for timely completion of the project.
 - vi) Carry out quality assurance checks and adhere to maintain quality reports.
 - vii) Provide effective coordination between various Agencies working at the site to ensure timely availability of inputs required for un-interrupted construction at site, all in accordance with the agreed program of activities.
 - viii) Fully responsible for getting the project work executed as per drawings and specifications and should also ensure completion of job, quality expectations, within sanctioned cost outlay of the project. In case of any deviation from the preliminary approved drawings during execution of the works, the same shall be referred to CSIR-IHBT for approval.
 - ix) Rendering timely advice for implementing special measures for effecting cost / quality / time benefit for the project.

- x) Interact and Liaise with CSIR-IHBT to understand, integrate and link the services to the building services.
- xi) Provide detailed justification for necessity of changes in terms of design, quantities, and specifications etc., and obtain approval thereof from CSIR. In case there is likelihood of excess expenditure over and above the approved preliminary estimates at any stage of work, PMC shall submit revised detailed estimates along with justification for effected items of work for approval by CSIR. Further funds will be released by CSIR-IHBT as per these approved revised estimates.
- xii) Provide quick clarifications to designs or details that have been provided vide drawings or immediate solutions to the clarifications sought by the Vendors / Contractors.
- xiii) 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.
- xiv) 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.
- xv) 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.
- xvi) Review and approve rates for new items of work or for existing items of work which deviate in quantities beyond the limits defined in the Contract with the prior approval of CSIR-IHBT for additional costs / expenditure.
- xvii) 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.
- xviii) To reply and settle the observations / objections / paras (if any) of the Chief Technical Examiner, Audit or any other checking / investigating agency of the Government.
- xix) Final inspection, snagging, supervision of testing and commissioning of various systems and assisting CSIR-IHBT in taking over of various parts of works and of various systems.

- xx) Generate and submit to CSIR-IHBT 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 site, hindrances if any, records of daily labour deployed, etc. shall be maintained.
- xxi) 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 Contactors but will ensure that all or other such connections or clearances are obtained well in time before handing over the buildings and services to CSIR-IHBT.
- xxii) PMC shall also appraise CSIR-IHBT of the progress and / or activities of the project on weekly / fortnightly / monthly basis as deemed fit by CSIR- IHBT, by preparing and submitting monitoring reports. The reports shall inter-alia include the following:
- a. Name of Project, Project Management Consultant, Architect and Contractor
 - b. Scope of Works of Contractor
 - c. Date of Commencement / Date of Completion: Scheduled and Actual
 - d. Major Issues and Decisions Pending including Drawings Constraints (if any), Site Constraints (if any), Equipment Constraints (if any).
 - e. Status of Progress of Work: Cash Flow Chart, L.O.B. Chart and Bar Chart
 - f. Areas of Concern
 - g. List of Registers Maintained by PMC
 - h. Labour Deployment Chart
 - i. List of Equipment Mobilized at Site
 - j. Materials/Personnel at Site
 - k. Status of Payment to Contractor
 - l. Quality of Material / Tests
 - m. Cost Split Up of the Package
 - n. Photographs of the Site
 - o. Site Order Book
 - p. Visitor's Site Inspection

- xxiii) For all Contracts awarded by PMC, the payment will be released by PMC, and CSIR-IHBT shall not be responsible and liable for any liabilities and defaults of PMC with any other third party.
- xxiv) Ensure all statutory inspections and checks.
- xxv) PMC shall be fully responsible for dealing with Arbitration cases, if any, for Contracts entered between various agencies. 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 provided there is no fault / negligence / delay on the part of CSIR-IHBT on any matter whatsoever for which dispute has arisen between two parties. The cost of arbitration / litigation, and award if any, arising out of any arbitration due to reasons attributable to PMC shall be borne by PMC. However, expenditure during the arbitration proceedings can be met from the project funds with the approval of CSIR-IHBT. PMC shall take all necessary steps to safeguard CSIR-IHBT interest.

D) Post Construction Stage

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

- I) Settlement of all accounts of the Contractors.
- II) Witness testing and commissioning of all utilities and certify the same.
- III) Provide project completion report which shall contain all technical and financial information of the project.
- IV) Co-ordinate with vendors / Contractors and arrange for user operation and maintenance manuals and training to client's representatives. All warranties and guarantees on equipments / fixtures etc. procured by the Contractors shall be in the name of CSIR-IHBT 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 to 5 year operation and maintenance provision may be included in the tender documents by PMC with the stipulation that after handing over of these works, CSIR-IHBT shall enter into a supplementary agreement for operation and maintenance with the Contractors on

the same terms and conditions. All warranties and guarantees shall be in the name of CSIR- IHBT.

- V) 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.
- VI) Settling the Audit / CTE's Observations and Arbitration cases etc., if any.
- VII) Provide all documents / reports / statements of facts / counter statements of facts for settling Audit / CTE's observations and arbitration cases etc. including attending hearings as and when required by CSIR-IHBT and providing necessary support as may be required by CSIR-IHBT from time to time.
- VIII) Any other activity that is deemed necessary for project execution and completion, but not included in the above-mentioned list shall form part of scope of work of the PMC and the decision of CSIR- IHBT shall be final in this regard.

E) Payments to Contractors / Vendors

- I) CSIR-IHBT will deposit up to **25 % (Twenty five percent only)** of total estimated cost of the project as initial deposit after the administrative approval of work is obtained. Out of this deposit received, PMC will release payment to various agencies. Whenever about half of the initial deposit is spent by PMC, CSIR-IHBT shall provide additional funds on demand by PMC for timely completion of works. At any time PMC is not expected to spend its own funds for the project.
- II) The PMC will open a separate project account. If any interest or income accrues on the deposit / advance given by CSIR-IHBT, then the same shall be credited to the project account by the PMC. The surplus funds will always be kept by the PMC in the project account. If required, the PMC can keep the surplus funds in the project fund as safe deposits. Penalties levied if any, on the contractor / consultant / any other agency shall also be credited into this account.
- III) 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 format as per the latest CPWD works manual. Copies of the final bills after release of payment to the Contractor for each Contract between PMC and Contractor will be supplied to CSIR-IHBT for reference and record along with all

test certificates, guaranty and warranty cards of equipment, systems, tools etc. However final payment (except advance) will be on reimbursement basis instead of utilisation certificate.

F. Working procedure during Implementation of the Project

- i)** 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 CSIR- IHBT so that they are available for interaction at all times. No site personnel shall be transferred / withdrawn without the consent of CSIR-IHBT. Similarly, prior to induction of new personnel on the Project site, the approval of CSIR-IHBT shall be obtained.
- ii)** PMC shall check all architectural and prepare structural and service designs and drawings along with preliminary and detailed estimates. PMC shall also prepare Bill of quantities (BOQ) and technical specifications, tender documents consisting of NIT, GCC, SCC and BOQ and shall ensure self sufficiency of tender documents to eliminate any discrepancy between the intent of the specifications with those of the various items of BOQ and Estimates etc. based on architectural drawings.
- iii)** The PMC shall call tenders, and award work to Contractors / Vendors generally on provisions of CPWD manual by following its own procedure.
- iv)** The PMC shall maintain records as per PMC's "Quality plans" finalized during execution of the works. On the completion of the project, all records shall be handed over to CSIR-IHBT.
- v)** The PMC shall be responsible for checking and inspection of quality of materials and workmanship, deployment of Labour force of the Contractor and giving suitable instruction for proper execution of works.
- vi)** The PMC shall be responsible for certification of Quality, measurements and bills of all Contractors / Agencies/ Vendors as per the terms of the order placed by the PMC.
- vii)** The PMC shall be responsible for Administration of all Contracts and resolution of all differences and disputes, if any.

- viii) The PMC shall be responsible for final inspection, checking / supervision of testing, commissioning of various systems and shall assist CSIR- IHBT in taking over of various parts of works and of various systems.
- ix) The PMC shall appraise the progress and/ or activities of the Vendors and project on a monthly basis in review meeting and prepare and submit Progress Reports as per approved format.
- x) The PMC would be responsible to have all mandatory tests on materials carried out at various stages as per applicable codes of the Bureau of Indian Standards and maintain such records.
- xi) The PMC shall be responsible for any exceptional report of failure of tests (if any) along with remedial/ corrective action.

G. Other Responsibilities of PMC

- (i) PMC shall complete the entire planning work in a time bound manner and obtain necessary administrative approvals within the time limit of 6 months.
- (ii) 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 CSIR-IHBT, Palampur. In case M/S..... (PMC) ceases to be the PMC, the right and responsibility of M/s (PMC) in the contract shall get transferred to CSIR-IHBT, Palampur and CSIR-IHBT, Palampur or their nominated agency shall operate this contract.”
- (iii) Settlement of all accounts of the Contractors including reconciliation of materials supplied to the Contractors if any.
- (iv) Ensuring of defect liability activities by the Contractors during the respective liability periods.
- (v) Organizing / providing all operation and maintenance manuals through Contractors and training to CSIR-IHBT.
- (vi) Preparation of Final Report, which shall contain technical and financial information of the project.

- (vii) Maintaining records related to the PROJECT during PROJECT execution. These shall be handed over to CSIR-IHBT on completion of the PROJECT.
- (viii) Ensuring all possible mandatory tests at site.
- (ix) Checking and finalization of final estimates, assisting in the audit / technical observations, etc. (if any).
- (x) Conducting Arbitration matters between various agencies till final settlements of disputes.
- (xi) Preparing drafts replies and get them vetted by CSIR-IHBT in response to observations made by CTEs branch/ CAG Audit/ Vigilance etc., if required.
- (xii) Handing over campus complete in all respect, free from all encumbrances including the vacation of temporary workers' hutments etc. at site, if any to CSIR-IHBT.
- (xiii) Maintaining all registers/ records during execution of works as stipulated in the latest CPWD Works Manual.
- (xiv) Submitting an expenditure and utilization of funds statement in the format given in CPWD works Manual as per the prescribed procedure at the end of every financial year and at the end of the project.

H. Obligation of CSIR-IHBT.

- To provide assistance to the extent possible to PMC for getting clearance from concerned statutory authorities. However, the responsibility for getting such statutory clearance will rest with the PMC.
- The CSIR-IHBT 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.
- CSIR-IHBT shall hand over the site to PMC for execution of the work.
- To pay dully pre-audited and certified bills of PMC preferably within 10 days of their submission.

- In case the M/s (PMC) cease to be the PMC, the right & responsibility of M/s (PMC) in all the contracts executed with the vendors shall get transferred to the CSIR-IHBT and the CSIR-IHBT or their nominated agency shall operate those contracts.

I. Time of Completion of the Project

- i)** The Project Management Consultant will get the entire project completed within a period of **30 months** (6 months for planning and 24 months for construction). The time shall commence from the tenth day of the award of the work to PMC and PMC will be expected to achieve progress on a pro-rata basis as agreed between CSIR-IHBT and PMC.
- ii)** The PMC will be required to prepare the detailed time schedule based on the total completion period of **30 months** for the project. The entire project will be divided into activities and events and CPM/ PERT charts will be prepared by PMC. Monitoring on monthly basis will be carried out by them in consultation with CSIR-IHBT. PMC will submit monthly monitoring of progress to CSIR-IHBT and quarterly progress report to CSIR-ESD, New Delhi along with their events, PERT chart and expenditure milestones and recommendations.
- iii)** In case of delay in any activity, the PMC will suggest and recommend remedial measures in order to get the project completed within the stipulated time and cost.

CHAPTER – 5

General Terms & Conditions of Contract

GENERAL TERMS & CONDITIONS OF CONTRACT

ARTICLE 1 DEFINITIONS

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:

- 1.1 **PROJECT MANAGEMENT CONSULTANT (PMC)** shall mean -----
----- having its registered office
at -----.” who
shall be the

- 1.2 *implementing/executing agency for designing & construction work by following its own procedures. PARTIES shall mean OWNER and PMC each one individually referred to as PARTY.*
- 1.2 **"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 organisations to act for and on their behalf.
- 1.3 **"CONTRACT"** shall mean this CONTRACT including all Annexure hereto and all documents herein attached and amendments which the PARTIES may hereafter agree in writing to be made to this CONTRACT.
- 1.4 **"CONTRACTOR"** shall mean the agency(ies) appointed by PMC for executing various civil & services works.
- 1.5 **"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 90 days of completion of the said services it shall be deemed to be accepted.
- 1.6 **"OWNER"** shall include CSIR, its successors, permitted assigns and CSIR-IHBT, a laboratory of Council of Scientific and Industrial research (CSIR) located at Palampur, Kangra, Himachal Pradesh-176061
- 1.7 **"PARTIES"** shall mean OWNER and PMC each one individually referred to as PARTY.
- 1.8 **"PROJECT"** shall mean the buildings, other facilities & allied works for the use of CSIR & to be constructed at CSIR-Institute of Himalayan Bio Resource Technology, Palampur, Kangra, Himachal Pradesh-176061
- 1.9 **"PROJECT COST"** means the assessed cost of the project excluding the cost of land, PMC fee, and Payments made for statutory approvals.

1.10 "**SERVICES**" shall mean the responsibilities to be discharged by PMC for fulfilling its obligations under this CONTRACT.

ARTICLE 2 COMPLETION OF PROJECT

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.

2.1.1 Upon notification of completion of buildings/works in writing by PMC, CSIR-IHBT will inspect the same prior to the occupancy. Any defects observed shall be informed to the PMC at the earliest and within **90 days**. The PMC shall ensure the rectification of such defects prior to the occupancy at no extra cost to the owner.

2.1.2 The date of acceptance by CSIR-IHBT 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. The responsibility of the PMC includes to obtain the completion certificates and submit to the owner and also their responsibility for the defect liability period.

ARTICLE 3 CHANGES AND ADDITIONS IN PMC SCOPE OF SERVICES

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

OWNER shall use all drawings, designs, specifications and documents including transparencies CD's etc. prepared by PMC for the purposes of construction, operation and maintenance of the building.

ARTICLE 5 GUARANTEES AND LIABILITIES

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 Regulations, (government) wherever applicable, for the purpose(s) specified, free from defects and suitable for respective uses intended.

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 shall be limited to getting the things rectified without additional fee to the owner.

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 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.

ARTICLE 6 GOVERNMENT LEVIES

PMC remuneration shall be inclusive of statutory levies imposed up to the date of submission of bid by PMC, from time-to-time. However, PMC shall be reimbursed any other future tax including revision in the Service Tax imposed by central/ state Govt. subject to submission of proof of payment of such taxes.

The reimbursement to PMC will also include any statutory taxes / levies arising due to award of works by PMC to contractors directly.

ARTICLE 7 INSURANCE

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.

ARTICLE 8 INDEMNITY

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 and arising out of or in consequence of the performance of this CONTRACT.

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.

8.3 OWNER shall hold harmless and indemnify PMC against any claim or liability arising in respect of:

8.3.1 Injury to or death of OWNER's employees, agents and contractors other than engaged for building related activities excluding only employees of PMC, howsoever caused; and

8.3.2 Loss of or damage to the property of OWNER, OWNER's employees, agents and contractors other than engaged for building related activities except those belonging to PMC or its employees.

ARTICLE 9 SECRECY

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, State Govt. or allied statutory authorities shall not be deemed to be a violation of the Secrecy understanding contained herein.

9.2 The above undertakings shall not, however, extend to any such Technical Information which:

9.2.1 Is in the possession of OWNER prior to receipt of the same, directly or indirectly from PMC.

9.2.2 Is received by OWNER without any secrecy obligation.

9.2.3 Is or has become part of the public knowledge since receipt of the same, directly or indirectly from PMC

PMC shall likewise have secrecy obligations in respect of confidential information provided by OWNER.

ARTICLE 10 FORCE MAJEURE

10.1 Any delay in or failure of performance by a PARTY shall not constitute default hereunder 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.

- 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.
- 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 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.

ARTICLE 11 WAIVER

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.

ARTICLE 12 ARBITRATION

If any dispute or difference of any kind what so ever 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 :

- 12.1** 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.
- 12.2** 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.

12.3 Each party shall appoint one arbitrator and the two arbitrators shall appoint the third arbitrator who shall act as the Presiding Officer These three shall constitute arbitral tribunal. The decision of this arbitral tribunal shall be final and binding on both the parties. The parties to the dispute shall share equally the cost of arbitration intimated by the arbitral tribunal.

12.4 The arbitration proceeding shall be conducted in the English/ Hindi Language and shall be held at Palampur.

ARTICLE 13 TERMINATION

13.1 TERMINATION

13.1.1 Both parties, at any time, should deem it necessary to do so, terminate this CONTRACT forthwith by giving one month's written notice to the other.

13.1.2 In the event of termination pursuant to Article 13.1 hereof, PMC shall carry out any reasonable instructions of OWNER in connection with such termination.

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.

13.1.4 In the event of termination pursuant to Article 13.1 hereof, OWNER shall pay to PMC for all the SERVICES performed by PMC up to the stage of work executed immediately before termination.

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 up to the stage of work executed by them immediately before taking such a decision.

ARTICLE 14 PATENTS

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 belonging to PMC and furnished to OWNER, as long as it is used by PMC for the purposes of this project only.

- 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 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 information furnished to PMC by OWNER or by others on behalf of OWNER, as long as it is used by PMC or the purposes of this project only.

ARTICLE 15 ASSIGNABILITY

The CONTRACT, benefits, and obligations thereof 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

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

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

ARTICLE 18 Site Office of PMC

On account of specified time frame 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

If the PMC is not able to get the works executed in the stipulated time frame from all the Vendors/agencies, which results in overall delay in completion of the project then it shall amount to non-performance by PMC. In the event of CSIR-IHBT is of opinion that PMC is not performing in accordance with the condition laid down in the agreement, then CSIR-IHBT shall impose damages @ quarter percent per week of delay or such smaller amount as it deems fit subject to maximum of 5% of the total fee payable to PMC. The decision of Director, CSIR-IHBT, Palampur will be final & binding on this account.

CSIR-IHBT

CHAPTER – 6

Fee for PMC's Services

Fee for PMC's SERVICES

- 6.1 The fees for services of project management consultant will be payable on the 'project cost', which is estimated to be **INR. 15.22** Crores presently including all services, equipment and development works etc. The 'project cost' for the purpose of paying fee will mean the estimated cost of works put to tender based on which financial bids are invited from various agencies / vendors. The fee for PMC for the above project will remain unchanged for the present scope of work even if the total

cost of the project increases/decreases subsequently subject to provisions under Clause 6.6 for Additions and Alterations.

- 6.2 PMC Scope of Services is detailed in Chapter 4. The PMC shall quote its fee on Lump sum basis only. The estimated 'project cost' considered is tentative and the actual project cost may vary. PMC's are supposed to quote lump sum fee in proforma for Financial Bid (Annexure-A) on built up area 2500 Sqm (approx) only. The quoted lump sum fee shall remain fixed for the work irrespective of the estimated project cost of work finalised (by the PMC at a later stage) based on actual requirement.
- 6.3 CSIR-IHBT shall pay PMC the lump sum fee of INR..... for the professional services rendered by them for the entire project as per scope of work described in Chapter **1 to 5**. However if bulk Furniture and equipments like generators, transformers, Water cooler, Air conditioning equipments etc. are purchased by the department directly without any design and/or other inputs from PMC, then fee on these components shall not be payable to PMC. In case the building is centrally air conditioned, the cost of the A/C equipments shall be included provided the planning & design work is done by the PMC. Subsequent escalation in tendered cost of work due to variations in the cost of labour, material, specifications etc. shall not be paid. For any portion of work deleted at any stage, the PMC shall be paid the fee only up to the stage of work done just before deletion. No additional fee is payable for deviations in the quantities of any item during actual execution. Fee shall be calculated on estimated cost of works put to tender. No extra/substituted items, deviations (plus/minus) shall be considered.
- 6.4 The fee of PMC under Clause 6.3 is inclusive of fee payable by PMC to any of its consultant/Associate(s) and nothing extra shall be payable by the CSIR-IHBT for this purpose. No separate amount is payable for service tax/ GST/ any other Cess etc and the same is deemed to be included in the above fee. PMC shall be reimbursed any other future taxes imposed by the Govt. subject to submission of proof of payment of such taxes.

6.5 Stages of Payment of PMC Fee:

1. Preparation of preliminary scheme, drawings and preliminary estimates by PMC and getting approvals from **CSIR-IHBT**, and obtaining statutory/municipal Approvals (If any).
 - 10% of total fee payable.
2. Preparation of detailed drawings and detailed estimates, then approval of CSIR-IHBT
 - 20% of the total fee payable less payment already made at stage (1)
3. Preparation of tender documents, Issue of N.I.T. & award of works to vendors/agencies.
 - 30% of total fee payable less payment already made at stage (1) & (2)
4. During the execution of work by contractors/ vendors (on pro-rata basis) commensurate with the value of the work executed.
 - 80% of total fee payable less payment already made at stage (1), (2) & (3) by the Laboratory.
5. After successful completion & taking over of project and on acceptance of project by CSIR-IHBT.
 - 90% of total fee payable less payment already made at stage (1),(2), (3), & (4)
6. Balance payment on cessation of PMC's responsibilities under Article 16 of general terms & conditions of Contract.
 - 100% of the total fee payable less payment already made at stage (1), (2), (3), (4)& (5)

Note: (a) Running Payments will be made on pro-rata basis taking into account the quantum of work done under stage 1,2,3&5. Pro-rata payments under stage- 4

are already allowed. However, no pro-rata payments will be allowed for stage-6.

6.6 Additions and alterations:

- i. The Owner shall have the right to request in writing 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.
- ii. However, if the Owner deviates substantially from the original scheme which involves change in the scope of work leading to increase in **overall tendered cost by more than 10%** and PMC is necessarily required to provide services for these works for its proper execution by putting extra services, for making changes and additions to the drawings, specifications or other documents, the PMC shall be paid for such extra services and expenses on pro-rata basis of the percentage of fee payable under this agreement unless such changes, alterations are due to PMC's own omissions and/or discrepancies. The decision of the Owner shall be final on whether the deviations and additions are substantial as requiring any compensation to be paid to PMC. However, for the minor modification or alteration which does not affect the entire design, planning etc. no amount will be payable. The decision of the Owner in this respect shall be final.
- iii. If it is found after call of tenders that the acceptable tender is not within the amount sanctioned, PMC shall, if so desired by the Owner, take steps to carry out necessary modifications in the design and specifications to see that the tendered cost does not exceed the amount of corresponding sanction **by more than 5% (five percent)**. PMC shall not be paid anything extra for such modifications.
- iv. PMC shall not make any material deviation, alteration, addition to or omission from the work shown and described in the contract document without the prior written consent of the Employer.

- v. The cost of individual work shall not exceed the sanctioned estimate as approved by the Owner. Prior approval of owner in writing shall be taken for any such increase anticipated by giving full justification.

CSIR-~~HR~~

CHAPTER - 7

Form of Contract

CSIR-UGC

FORM OF CONTRACT

THIS CONTRACT is made on day of

BETWEEN

Council of Scientific & Industrial Research (CSIR) which is a society registered under the Societies Registration Act, XXI of 1836 and having its Office at Anusandhan Bhawan, 2, Rafi Marg, New Delhi-110 001, (hereinafter called IHBT/ Owner, which expression shall where the context so admits include its successors and permitted assigns) of the one part,

AND

PMC,M/s.....a Public sector undertaking under the administrative control of Ministry ofand a Company registered under Companies Act, 1956 and having its registered office at

(Hereinafter referred to as PMC) which expression shall, include its successors and permitted assigns, of the other part,

WITNESSETH THAT

WHEREAS CSIR has one of its constituents namely; *CSIR-Institute of Himalayan Bio Technology (IHBT), Palampur, Kangra, Himachal Pradesh-176061* hereinafter called 'THE LABORATORY'.

WHEREAS OWNER intends to have certain Project Management Consultancy Services for establishing "New Lab Block "at **CSIR-Institute of Himalayan Bio Resource Technology(IHBT), Palampur, Kangra, Himachal Pradesh-176061**". (hereinafter referred to as PROJECT),

AND WHEREAS said PMC is in the business of providing inter-alia management and technical services for civil & services construction works and possesses experience, expertise and knowledge in this regard,

AND WHEREAS OWNER has selected PMC to undertake the said services hereinafter referred to and specified in this CONTRACT as "SERVICES".

AND WHEREAS said PMC agrees to perform such SERVICES as the terms and conditions for the performance of the said SERVICES as detailed herein.

NOW THEREFORE, in consideration of the premises and the covenants set forth in this CONTRACT, OWNER & PMC mutually agree and confirm the agreement detailed herein and witnessed as follows:

Clause -1 CONTRACT DOCUMENT

The following documents shall constitute the CONTRACT in addition to Form of Contract (Chapter 7):

1. Details of the project (Chapter 1 to 3)
2. PMC Scope of Services (Chapter 4)
3. General terms and conditions of contract (Chapter 5)
4. Fee for PMC's Services (Chapter – 6)
5. All correspondence / Minutes of meetings etc between **CSIR-Institute of Himalayan Bio Resource Technology(IHBT), Palampur, Kangra, Himachal Pradesh-176061** & PMC after the issue of PMC document till the award of work as listed below :-.

- a).....
- b).....
- c).....
- d).....

Clause-2 EFFECTIVE DATE OF CONTRACT

This CONTRACT shall be deemed to have come into force with effect from 10th day of issue of letter of Award by CSIR-IHBT.

Clause-3 SERVICES TO BE PERFORMED

PMC shall perform the SERVICES as herein specified upon the general terms and conditions and within time frame specified in the CONTRACT.

Clause-4 REMUNERATION AND CONTRACT PRICE

OWNER shall, in considerations of the SERVICES performed pay to PMC remuneration as provided in Clause 6.3 (Chapter-6) and as per the payment terms therein specified. The lump sum Fee payable by CSIR-IHBT to PMC shall constitute the Contract Price.

Clause-5 CONTRACT PERIOD

On signing by OWNER and PMC this CONTRACT shall be deemed to have come into force from the effective date of CONTRACT i.e. from **10th day** of issue of letter of award by CSIR-IHBT and shall remain in force for **42 months**(6 months for planning and 24 months for construction and 12 months for defect liability period). In the event of extension in the contract period due to circumstances beyond the control of either PMC / CSIR-IHBT, nothing extra will be payable to PMC beyond the quoted fee.

Clause-6 ENTIRE CONTRACT

The Contract documents mentioned in Clause-1 hereof embody the entire CONTRACT between the PARTIES hereto, and the PARTIES declare that in entering this CONTRACT they do not rely upon any previous representation, whether express or implied and whether oral or written, or any inducement, understanding or agreement of any kind not included within the Contract documents, and unless herein

incorporated all prior negotiations, representations, and/or agreements and understandings relating to the subject matter are hereby treated as null and void.

Clause-7 JURISDICTION & APPLICABLE LAW

Notwithstanding any other Court or Courts having jurisdiction to decide the question(s) forming the subject matter of the reference, any/all actions and proceeding arising out of or relative to the CONTRACT (including any arbitration in terms thereof) shall lie only in the Court of Competent Civil Jurisdiction in this behalf at **Palampur** and only the said Court(s) shall have jurisdiction to entertain and try any such action(s) and/or proceeding(s) to the exclusion of all other Courts.

The laws of India shall govern this CONTRACT for the time being in force.

Clause-8 NOTICES

1. Any notice, consent, document or other communication required or permitted to be given under this contract shall be deemed to have been validity served if it is in writing and is signed by an authorized officer of the party giving the notice, and delivered or sent by registered post or by speed mail or courier to the address of the parties set out below or such other address as may be notified as the appropriate address from time to time for the purpose of this contract.

CSIR/IHBT: Director, CSIR-IHBT or his nominee

CSIR-Institute of Himalayan Bio Resource Technology,
Palampur, Kangra, Himachal Pradesh-176061

PMC:

.....
.....

2. Date of notice of instruction shall be the day on which said notice or instruction is received.

3. Any PARTY may change its notice address at any time by so advising the other PARTY thereof in writing.

IN WITNESS WHEREOF the PARTIES hereto have duly executed this CONTRACT in two originals at the place, and date as follows:

For and on behalf of
CSIR/IHBT

For and on behalf of PMC

Through IHBT

Name

Name

Designation

Designation

Place

Place

Date

Date

Witness

Witness

1.

1.

2.

2.

CSIR-IHBT

Annexure - A

Proforma for Financial Bid **(To be put in Separate sealed cover)**

Ref No.....

Date

To,

Director,

CSIR-Institute of Himalayan Bio Resource Technology,
Palampur, Kangra, Himachal Pradesh-176061

Sub: “Project Management Consultancy Services for Design and execution of Proposed Construction of New Lab. Block at CSIR-IHBT, Palampur, Himachal Pradesh.”

Dear Sir,

We have carefully noted the scope of work for providing Project Management Consultancy Services for Design & execution etc on deposit work basis as stated in the chapter-1 to chapter –7 of this document. We are pleased to quote our fees (on lump sum basis) as Rs.

(in words.....)

for providing our services for “New Lab Block at CSIR-IHBT, Palampur” as per the scope of work and terms & conditions of Agreement.

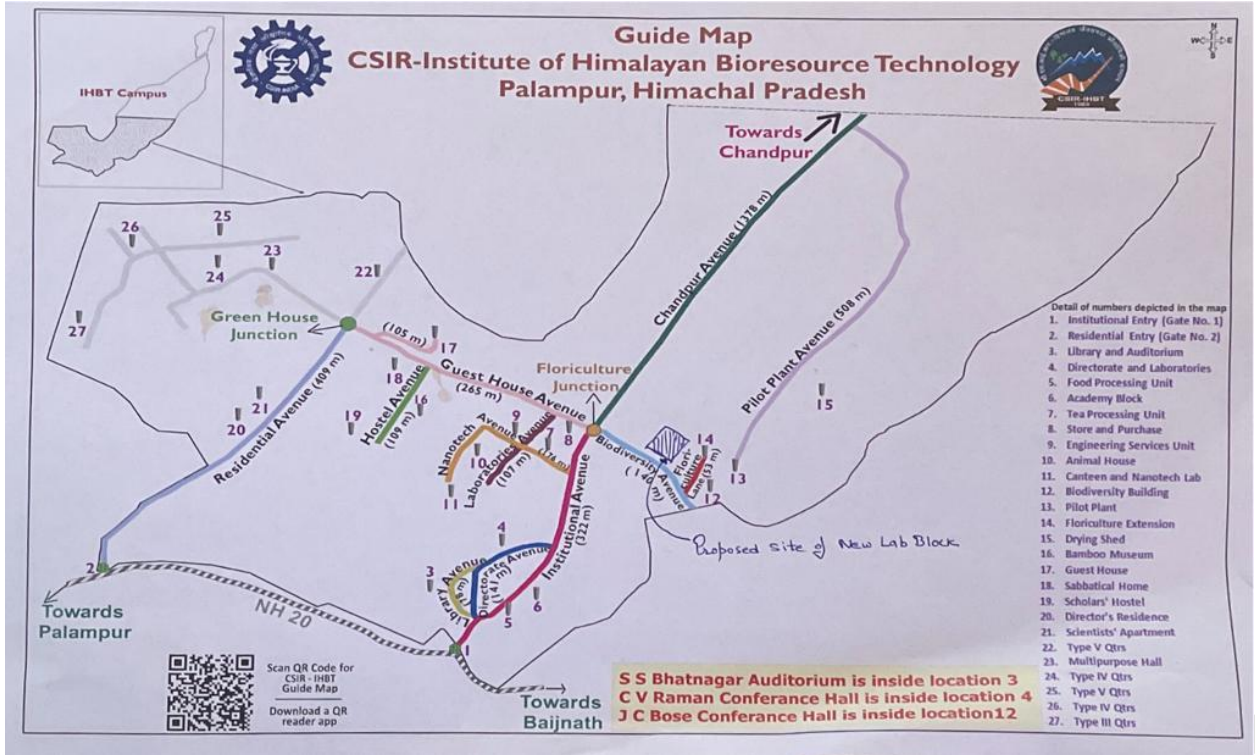
Thanking you,

**Signature with name and
Designation of the competitor.
(Authorized Seal)**

Date :

Annexure-B

MASTER PLAN OF CAMPUS



Annexure-C

Check list

No.....

1. Details of Similar projects handled by PMC (already completed) accompanied with project report, completion certificates, photographs etc.
2. List of project in hand with PMC with description of projects, cost, Time Line Targets etc.
3. Report explaining PMC's approach particularly to this project.
4. Time schedule for complete development of complete Project in a form of BAR CHART.
5. Alternate models/methodology, phasing and development strategy
6. PMC's strategy for quality control on the project.
7. Financial Bid on Prescribed Format as given.
8. **Detailed Engineering scheme** as per the concept design of the proposed Lab block showing the design scheme for structural arrangements, building services design and concept, including design brief report for the project, energy efficiency measures, project cost, life cycle cost etc.
9. Letter of Authorization
10. Man power deployment chart
11. Quality Assurance Plan and Safety Assurance Plan

NOTE:- The Check list shall be dully filled and submitted along with the Technical Bid.