

NATIONAL INSTITUTE OF TECHNOLOGY PATNA
Ashok Rajpath, Patna-800 005. (Bihar)

Advt. No. : 12/09-10

Tender No. : NITP/09-10/28

Appointment of Consultant for Project Management Consultancy Services (PMC) for Various Proposed Buildings at NIT Patna.

“NATIONAL INSTITUTE OF TECHNOLOGY PATNA” desires to appoint Consultant for Project Management Consultancy Service for Various Proposed Buildings of the Institute at Patna (viz. Civil, Plumbing, Electrical, Environmental, HVAC, Road/Pavement Works, Mechanical and Fire Fighting etc.)

NATURE OF BUILDING/FACILITIES:

01. Building for Academics
02. Hostels for Students- Boys & Girls
03. Building for Student Activity Centre
04. Services like Water supply, Sewerage, Storm water disposal, Roads, Fire Fighting etc.
05. Electrical works including Internal electrification, Street lighting, Substations, Smoke detection, Compressed air, Raceways, Cable management system etc.
06. HVAC works as required while designing the above facilities.
07. Mechanical works like Cranes, Lifts, Large size doors, Horizontal/ Vertical sliding door etc.

DEFINITION:

- CONSULTANT means the firm that applies for appointment and the one retained for consultancy.
- EMPLOYER means Director, National Institute of Technology Patna represented by any of his authorized representative, such as Dean/Project Administrator/Engineer-In-Charge/Architect of the Project.

Important Date & Time:

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| * Issue of Bid Documents | : Upto 11 th February 2010, 4:00 PM. |
| * Submission of Bid Documents | : Upto 12 th February 2010, 2:00 PM |
| * Opening of Bids | : 12 th February 2010, 3:00 PM |

NATIONAL INSTITUTE OF TECHNOLOGY PATNA
Ashok Rajpath, Patna-800 005. (Bihar)

Terms and Conditions for PMC works at NIT Patna.

01. Institute invites sealed tenders in “Three Bid” for appointment of Consultant for providing Project Management Consultancy (PMC) services relating to Project Supervision and Quality Assurance, etc. for the various Proposed Building Works of Institute amounting Rs. 104 crores (approx) in first phase. The details of the buildings are given below.

DETAILS OF THE BUILDINGS

Sl. NO.	Name of the Buildings	No. of Floors	Total Area (in Sqm)	Estimated Cost (Rs. in lacks)
01.	Boys Hostel	11	22,205.62	5252.78
02.	Girls Hostel	06	9,813.05	2348.35
03.	Student Activity Centre	04	5,522.24	1592.95
04.	New Boys Hostel	04	5,491.00	1168.88

If performance of the appointed PMC for the present work is found satisfactory, the agreement might be extended for other forthcoming projects of the Institute.

02. The Tender documents may be obtained from the office of the Registrar, NIT Patna upto 09.02.2010 during 10.00 am. to 4.00 pm. on working days (Monday to Friday) on payment of Rs. 2000/- (non-refundable) by Demand Draft/Banker’s Cheque drawn in favour of Registrar, NIT Patna Payable at Patna.

03. The bid duly filled and signed shall have to be submitted at the above mentioned address.

04. Earnest money of Rs 50,000/-(refundable) should be enclosed, in the form of Demand Draft/Bankers.Cheque drawn in favour of the Registrar, NIT Patna payable at Patna.

05. The bidders who have downloaded the tender documents from the website should attach alongwith the bid document, a Demand Draft/Banker’s Cheque of Rs. 2000/- (non-refundable) drawn in favour of Registrar, NIT Patna Payable at Patna, in addition to EMD of Rs. 50,000/- in the form of Demand Draft/Bankers Cheque drawn in favour of the Registrar NIT Patna Payable at Patna.

06. The offers should be submitted in three bid system, signed sealed in separate envelope and super scribed “EMD”, “Technical Bid” and “Financial Bid”. All three bids should be put in another signed sealed envelope and super scribed on the envelope “Tender for Project Management Consultancy Services at NIT Patna”, Tender No. & Advt. No.

07. The last date of submission of bid is 12.02.2010 on or before 2.00 pm. The Bids will be opened in the official chamber of Chairman, Works and Services Committee, NIT Patna on the same day i.e. 12.02.2010 at 3.00 pm in the presence of authorized representative of tendrrers, if they so desire.

08. After opening of Technical Bid, the capability and suitability of the bidders shall be evaluated and Financial Bid of the technically qualified bidders shall only be opened in the presence of the attending bidders.

09. The Firm/Company should have a minimum of 5 years standing i.e. established at least on or before 31.03.2004.

10. The Firm/Company should have completed services pertaining to Construction Management & Supervision for Civil, Electrical, HVAC, Interior & Mechanical Work for Government/Semi Government Organization. They should enclose performance certificate from all the agencies to whom they have rendered their services. Without valid performance report, the services will not be accounted for.

11. The firm should have rendered PMC Services for at least one project costing not less than Rs. 100 crores or two project costing not less than 60 crores each including Civil, Electrical, HVAC, Mechanical and Interior during previous 5 years ending on 31.03.2009 for Government/Semi Government/Organisation.

12. The Director, NIT Patna reserves the right to accept or reject any or all tenders without assigning any reason thereof.

13. The bidders should submit the entire documents (Technical Bid and Financial Bid) with all the pages of documents duly signed.

14. If any clarification is required it should be obtained from EE (ESU) NIT Patna before filling tender document.

15. If any discrepancy is found between figures and words for quoted percentage of estimated cost to be charged, the quoted percentage of estimated cost to be charged in words will be considered as correct.

16. The bidders who do not fulfill all or any of the tender conditions or if the tender is incomplete in any respect, will be summarily rejected.

17. The Institute is not bound to accept the lowest tender.

18. Other details of Terms & Conditions are as listed below.

18.1 Planning and Co-ordination

- 18.1 Planning, scheduling and implementing construction programs to complete the project in time.
- 18.2 To co-ordinate with the Engineer-in-Charge/Architect/Consultant for the necessary drawings.
- 18.3 To study & scrutinize drawings and point out discrepancies, if any, and also to ensure incorporation of corrections.
- 18.4 Documentation of all project related matters, including preparation of minutes of different meetings.
- 18.5 Preparation of periodical reports relating to time, cost and quality.
- 18.6 Ensure that the Institute and the Contractor abide by the Conditions of Contract.
- 18.7 PMC should give the Budget requirement for the next three months.
- 18.8 Any other assignment given from time to time by the Employer/ Engineer In charge in relation to the assigned work.

18.2 Construction Supervision

- 18.2.1 Shall physically verify all dimensions of work done at site and ensure that they are as per drawings. Discrepancies shall be notified to Institute/ Engineer In charge immediately. Shall be responsible to maintain the dimension at site as per the drawing. Shall also ensure that the work is being done as per tender specifications.
- 18.2.2 Shall study all drawings, Contract Agreement, Specifications etc. and ensure implementation of all of them at site.
- 18.2.3 Shall be responsible for overall monitoring of the construction and shall be available at site EVERYDAY (including at nights if the contractor carries out work in shifts to achieve the project completion schedule) for Supervision and Co-ordination of site work with the Employer/ Engineer In charge and Contractors.
- 18.2.4 Shall be responsible to deploy requisite number of qualified and experienced Engineers (Civil, PH and Electrical, HVAC) at site (additional member of qualified Engineers required shall be decided in consultation with the Employer/ Engineer In charge) on full time basis to supervise the day to day works and also shall be responsible for monitoring of the progress of work as per approved drawings, construction procedures and practices and to ensure quality in day to day work as per specifications and standards.
- 18.2.5 Shall be responsible to maintain the checklist of day to day works.
- 18.2.6 Shall be responsible for checking the levels, steel reinforcement, centering, shuttering and scaffolding, etc. shall maintain register for approval of shuttering and for laying of steel reinforcement. These registers are to be signed by the responsible engineer of PMC (authorized by PMC & approved by employer) and the contractors, before laying the RCC.
- 18.2.7 Shall be responsible to supervise the day to day works like earth work, PCC, RCC, brick masonry, joinery, flooring and all Civil, PH Fire fighting and Electrical Works (Internal and External), HVAC and all other items as stipulated in the bill of quantities of the agreement of the contractors.
- 18.2.8 Checking all the measurements recorded in the bill prepared by the contractor at site with respect to actual at site and approved drawings, and to certify the accuracy. If in case, it is necessary to take measurements at site and record and finalize the bills, the PMC shall also do so. The measurements in the bill shall be checked with respect to actual work done at site and w.r.t the approved drawings of the work.
- 18.2.9 i) The PMC shall check the bills submitted by the contractor and certify the accuracy within three to four days or within reasonable period approved by the employer/ Engineer In charge, from the date of receipt of the bill from contractor, by the PMC Engineer. Minimum ten percent of such measurements will be got checked by Institute's Engineer In charge.
- ii) If bills/measurements not submitted by the contractor, the PMC shall take measurements jointly with contractor's representative, record them in measurement books (MBs) supplied and certified by the Institute and obtain contractor's signature in token of acceptance and prepare the bills. Hidden measurements, which cannot be recorded in future, shall be recorded before covering up the work.
- Minimum ten percent of such measurements will be got checked by Institute's Engineer In charge.
- iii) If Contractor's representative fails to attend the measurements or Contractor fails to countersign, then after giving reasonable notice to the Contractor, PMC shall take measurements and prepare bills and send for payment.

Minimum ten percent of such measurements will be got checked by Institute's Engineer In charge.

- 18.2.10 On completion of work, the PMC shall have the responsibility to finalize the final bills for the work as per actual execution.
- 18.2.11 The PMC should settle the Final Bill within the time stipulated in the contract with the contractors after completion of Project.
- 18.2.12 The PMC shall be responsible to maintain the day to day consumption of cement in the work and shall see that the cement used in work is as per the theoretical requirement and quality.
- 18.2.13 Shall be responsible for completion of project as per scheduled time stipulated in agreement with the contractors.
- 18.2.14 Shall preserve field books and measurement books supplied by the Institute in safe custody and shall return the same to Institute Engineer In charge after completion of project or as advised by Institute.
- 18.2.15 Shall maintain site instruction book cement register, steel register, daily labour register, drawing register, hindrance register, register for payment of advances and recoveries, register for reconciliation of materials to facilitate recoveries, register for movement of field books/ measurement books, site instructions book, diary of work, Quality Assurance (QA) records, etc., and any other register as advised by Institute Engineer In charge and shall return all registers referred above after completion of the project or as advised by Institute Engineer In charge, all such record shall be page numbered and shall be got issued by the N.I.T. mentioning that the "Register contains Nos. of Pages", duly signed by the Issuing Authority.
- 18.2.16 Shall ensure that Contractors have complied with registration under Contract Labour (Regulation and Abolition) Act, 1970 and Central Rules, 1971 and abide by laws pertaining to labour including payment as per Minimum Wages Act and any other Act or enactment relating thereto and rules framed there under from time to time.

The PMC shall ensure compliance by the Contractors of all labour laws and relevant Statutory Act including Labour, License, Insurance, Minimum Wages Act, etc.
- 18.2.17 The PMC shall ensure that Contractors have taken requisite "All Risk Insurance Policies" to cover workman under Workman Compensation Act, Loss/Damage caused by natural Calamities /Accident/Accidental collapse of partially completed work, materials and plant at site and for third party claims for injury/damage. PMC shall ensure that all such policies remain in force throughout the execution period of project.
- 18.2.18 The PMC shall ensure that all instructions to the Contractors issued in the form of letter written by Employer/ Engineer In charge to the Contractor in site instructions book are strictly carried out. They shall maintain the record of all such instructions for verification at any time. It will be the responsibility of the PMC to regularize all verbal instructions given by competent authority in unavoidable circumstances by obtaining written confirmations/ratifications. PMC shall ensure that extra/deviated items are not executed unless approved by Employer/ Engineer In charge and rates are finalized. A register for extra/substituted items shall be maintained by PMC.
- 18.2.19 The PMC shall ensure safety of structure by taking all necessary precautions and by not allowing excessive construction loads on floors and shall avoid such other factors which will endanger the safety of structure during construction. They will also ensure that the Contractors have taken requisite, all risk insurance policies for the total cost of the project and the policies are in force through out that entire period of the work and till the work is handed over to the N.I.T. Patna.

- 18.2.20 The PMC shall take custody of objects of value and antiquity found on site during excavation or otherwise and hand over the same to Institute Official.
- 18.2.21 The PMC shall keep a track of permissions required from local authorities and get revalidated whenever necessary.
- 18.2.22 The PMC shall ensure that safety of personnel working at site/ inspecting the site, by taking precautions by putting barricades, night lamps near trenches, pits, open shafts, lifts shafts, edge of floors, terraces and such other places and to insist on compliance of safety code such as use of helmets, etc., on work site.
- 18.2.23 The PMC shall make their own arrangements, at no extra cost to the Institute, for instruments/equipments such as theodolites, leveling instruments, prismatic compass, chain, measuring tapes, plain tables and ranging rods, such other equipments/instruments including tents etc. for shelter for the staff of PMC.
- 18.2.24 The PMC to suggest modification, if any, due to site conditions and advise reasoned justification of cost variations on account of resultant extra items and excess, if any, supported by proper analysis.

18.3. Quality Control

- 18.3.1 The PMC to monitor the quality of the work and control the quality as per specification, relevant codes and as per Sound Engineering practices.
- 18.3.2 The PMC to maintain the registers for mandatory tests to be conducted for all materials before incorporation in work. The guidelines may be taken from the Engineer In charge /CPWD specification regarding the registers to be maintained.
- 18.3.3 The PMC to inspect and approve the materials at site as per specifications before they are used in work.
- 18.3.4 Shall be responsible for obtaining good workmanship with respect to lines, levels, plumb, finish, etc. Shall check all centerlines, dimensions, levels and plumb at all stages of work with reference to working drawings and shall ensure correct dimensions of all elements.
- 18.3.5 Shall ensure that work proceeds as per tender conditions and specifications. All material brought to site shall be of approved quality and make, rejected material, if any, shall be removed from site and work executed should be of high standard, good workmanship and desired quality.

18.4. Site Co-Ordination

- 18.4.1 The PMC shall attend periodic site meetings/meetings in Institute office and discuss site conditions bottlenecks faced, likely hindrances, time overruns, cost overruns and any other important matter along with solutions proposed. PMC will be required to submit periodic reports concerning quality standard and progress of the project to the Engineer In charge.
- 18.4.2 The PMC shall co-ordinate between the Institute / Engineer In charge and Contractors in all matters relating to obtaining construction drawings from Architect and Instructions etc.
- 18.4.3 The PMC shall arrange issue of preliminary completion report, defect liability completion report, final job completion report to the Institute and to the Engineer In charge.
- 18.4.4 The PMC shall attend to any other construction management task not specifically mentioned but relevant to the realization of the project.
- 18.4.5 Shall help Institute in settling all the bills of all agencies.

- 18.4.6 The PMC shall in accordance with and as required by the terms of agreement or agreements entered or to be entered into between Institute on one part, and the contractor or contractors on the other part shall certify after the verification that the work measured is as per stipulation in the specifications, drawings and Bill of Quantities prescribed in the contract agreement entered into with the contractor(s) are in order. In the matter of approving such bills, the PMC shall ensure adherence to the rules and instructions issued by Institute, and intimate to the Institute, guarantee and correctness of all such certificates. The PMC shall be responsible for the correctness of all the bills and certificates issued, scrutinized or checked by them, with respect to the quality of the work concerned as well as the quantities of various items of the works. Before certifying any bill PMC shall ensure that the work being certified is, in general in accordance with the designs and specifications.
- 18.4.7 The PMC shall check periodically the quantities recorded for various items and keep watch on excess/shortage. PMC shall account for all variations in tender quantities with respect to execution drawings and submit a report. They shall assess impact of excessive quantities on the cost of project and wherever felt necessary by the Institute, prepare a Running Summary of Cost for perusal of the Institute. PMC shall obtain approval from Institute if the quantities put to tender are likely to exceed by 10% prior to giving green signal to the contractor to go ahead with the work.
- 18.4.8 The PMC shall prepare “Running Summary of Cost” for the project once in six months or as desired by Institute and ensure that there will be no cost overrun. PMC shall help Institute in preparing a note of revised sanction for the project.

PMC shall ensure that following are not recommended for payment in interim bills/final bills.

- i) Extra items/deviated items not approved by Institute.
 - ii) Payments beyond financial sanction and
 - iii) Payment for the work done in extended period without sanction for the time extension.
- 18.4.9 The PMC shall co-ordinate with all agencies working at site, liaison with local authorities for proper permissions/commencement certificate/ completion certificate, etc.
- 18.4.10 The PMC shall ensure that work proceeds smoothly and not hampered for want of decisions/drawings/clarifications.
- 18.4.11 The PMC shall submit physical and financial progress reports once every month or as desired by the Institute in standard proforma approved by Institute.
- 18.4.12 The PMC shall anticipate time overruns, well before completion date and obtain requests for extensions from Contractors. PMC shall submit Contractor’s request for extension of time along with his recommendations well within time. Bill for work done in extended time, yet to be sanctioned, shall not be recommended.
- The PMC will note that competent authority of the Institute namely Director N.I.T. / Registrar N.I.T. only have authority to grant permissions for extensions.
- 18.4.13 The PMC shall advise Institute with regard to extra claims/disputes/ Chief Technical Examiner’s observations/ arbitrations cases between Institute and the Contractor, if any, and assist Institute in case of any of the above disputes till the cases are resolved either by mutual negotiation or through arbitration or court, as the case may be.
- 18.4.14 The PMC shall suggest modifications, if any, due to site conditions and advise reasoned justification of cost variations on account of resultant extra items and excess supported by proper analysis.

18.5 Personnel

- 18.5.1 The PMC is expected to ensure that men of proven ability and adequately qualified are only employed at site and they work diligently. In case, Institute finds any Engineer/s not up to the mark, PMC will have to withdraw him/them from site and replace him/them by posting new one/s in his/their position. Institute reserves the right to remove such personnel and ask for a substitute of required caliber. In case an Engineer/s resigns from their employment, PMC shall provide a substitute of equivalent caliber before relieving that Engineer. PMC shall not make any changes in the personnel deployed by them on work site without prior permission of the Engineer In charge / Engineer-in-Charge.
- 18.5.2 The PMC shall furnish the list of Engineers and Supervisors (Civil and Electrical) with details of their qualifications, experiences, etc., to the Institute for approval.
- 18.5.3 The Institute undertakes no responsibility in respect of insurances for life, health, accident, travel or any other insurance for the personnels deployed by the PMC.
- 18.5.4 The PMC shall be responsible for any damage or loss on account of neglect of professional duty or conduct on the part of such staff or Engineers or others. To this effect, the PMC shall indemnify Institute.
- 18.5.5 The PMC shall not have any objection to the Institute maintaining any Engineering staff at its own cost at the site of work, to carry out work and duties allotted to them by the Institute, in respect of all the work at site or other areas outside the scope of PMC works for overall surveillance, security and verification.
- 18.5.6 PMC shall provide manpower at site, timely, and only experienced persons will be provided at site.
- 18.5.6.1 It will be compulsory for PMC to place following full-time qualified and adequate Engineers on site throughout the execution of the work. One Resident Engineer (Senior Engineer) Graduate having 5 to 7 years experience and minimum Two Junior Engineer (Jr. E.), Diploma holder with 3 to 5 years experience in building construction industry, also one Junior Engineer, (Diploma holder) each for Electrical and HVAC Works. Prior to posting these personnel to work site/office, PMC shall submit their Bio-data and obtain approval of the Institute. The deployment of staff for this project shall be as below.
- Resident Engineer (R.E.)
One full time (Senior Engineer) Graduate having minimum 5 to 7 years practical Experience
Junior Engineers, Civil (Jr. E.) minimum two full time, Diploma Holder, with 3 to 5 years minimum practical Experience.
- Electrical / HVAC Engineers
One full time for Electrical and HVAC. Each either Graduate or Diploma holder with sufficient practical Experience.
- 18.5.6.2 The above requirement is the visualized minimum. However, more Engineers and other categories of staff shall have to be appointed, if necessary, for satisfactory supervision and co-ordination. It is specifically agreed that the Institute shall have no responsibility for any Staff/ Officers/ Engineers engaged by the PMC and the said PMC alone shall be responsible as Employer.
- 18.5.7 In case the Resident Engineer/Senior Engineer employed by the PMC are required to travel to any other station outside work station, in connection with discharge of the duties relating to project, he shall get his tour program and mode of travel approved by employer and will be paid actual fair charges to and fro, incidentals in the form of actual for conveyance used, stay in reasonably good hotel, and daily allowance of Rs. 400.00 subject to production of document in proof of expenditure. However, prior

approval from employer shall be obtained for any such tours without which such payment will not be reimbursed.

18.6 PMC's responsibility after completion of project and defects liability period

- 18.6.1 PMC shall carry out detailed inspection on completion of project and get all the defects noticed during inspection rectified, after getting the defects rectified, the PMC will issue a certificate that "All the defects noticed, have been rectified", this certificate shall be signed by the senior most resident engineer of the PMC. PMC shall also carry out detailed inspection during defects liability period and get rectified all the defects noticed during such inspection before the end of the defects liability period.
- 18.6.2 PMC shall advise the Institute with regards to extra claims or disputes/ arbitration cases, if any, arises between the Institute and the Contractor/s, and assist in case of any of such dispute arises till the cases are resolved either by mutual negotiation or through Arbitration or Court as the case may be.
- 18.6.3 PMC should collect the Guarantee Bond for Water Proofing and Anti Termite Treatment etc. and as built drawings for all the services duly signed by the authorized engineers of the PMC and it should be handed over to the Institute.
- 18.6.4 Defects Liability period shall be minimum one year after the date of completion of the work.

18.7 Professional Misconduct

- 18.7.1 If at any time, it is noticed that deliberate attempt has been made by the PMC to cause over payments to the Contractors by over-measurement or by over estimation of rates or due to acceptance of sub-standard work and recommended for payment, such over paid amount shall be recovered from the payment due to the PMC, not only from this contract but also from any other contract awarded by this Institute. The matter will be viewed as a professional misconduct and strict action as per the laws of country will be taken and recoveries shall be made from PMC.

18.8 Sub-letting of professional services

- 18.8.1 No sub-letting of services shall be permitted by the Institute. Under no circumstances the PMC shall sub-let the services.

18.9 Third Party Liability

- 18.9.1 The Institute shall not be responsible for any injury/death, caused to any official, employee, representative or agent of the PMC or their consultants working at the site or any damage to their properties due to any reason whatsoever, the Institute shall not entertain any claim from any person on that behalf. It would be the responsibility of the PMC to get their officials, employees, representatives, agents or their consultants insured against the possible risks involved in the discharge of their duties at the work site. All the employees of the PMC shall be insured in accordance to their status and all such insurance policies or their attested copies shall be deposited with the N.I.T., Patna.

18.10 Confidentiality

- 18.10.1 Except with the prior written consent by the Institute, the PMC and their representatives shall not at any time, communicate to any person or entity, any confidential information disclosed to them for the purpose of the services. The PMC

shall not publicize any information pertaining to the works in the Institute which is discussed to them during course of execution of work in the interest of the completion of the project.

18.11 Fees and Terms of Payment

18.11.1 The Institute hereby agrees to pay the consultants the following remuneration for their services as under –

- a) Fees quoted by them and accepted by the Institute which shall be at the rate of accepted percentage of the completion cost of the work (Civil, PH, Electrical Works, HVAC, etc.) based on the value of accepted final bill of the work for which they have rendered Project Management Consultancy services as stated above. The final bill value does not include cost of land, payment made to the statutory bodies, consultant's fees, etc. However the running payments shall be based on the value of work done in the particular month by the contractors, which is to be adjusted after completion of the work.
- b) Payment in monthly installment – 80% of fees payable, worked out based on work done value in the particular month by Contractors.
- c) On completion of work – 10% of fees (i.e., after finalization of final bills of construction contractors).
- d) On completion of rectifications – balance 10% of fees (arising out of inspection for handing over/taking over and facility handing over to users and completion of defect liability period).

The above professional fees are inclusive of all taxes excluding service tax/ professional tax which will be reimbursed as per actual. PMC will be required to submit their Service Tax Nos. No extra claims for any other taxes and statutory payments, if any, shall be borne by the Institute.

18.12 Payment Beyond Stipulated Time

18.12.1 Completion time of the project shall be as indicated in agreement entered into by the Institute with the Contractors. In case work gets delayed and cause of the delay is not attributable to the performance of PMC and thus it would be totally beyond the control of PMC, the PMC will be paid extra compensation on monthly basis beyond three months after scheduled completion period for as per the following formula for its staff posted at the site beyond three months after scheduled completion period for the extended period of contract only. Monthly payment to PMC = 60% of the total professional fees payable as per original scheduled contract, divided by total no. of months of contract, thus arriving at average monthly payment and 60% of that shall be paid for every extended month.

18.13 CONSULTANTS OFFICE AND TELEPHONE FACILITY

18.13.1 An office space of 4 m x 3 m (12 Sqm Area) shall be provided by Institute at site. PMC shall make their own arrangements facilities for their staff, furniture, telephone/ fan, Computer, E-mail facility, Fax etc. The PMC at their cost will install PCs with requisite *Software* for project management on site. Electricity for Lights, Fan, PC. etc. for the site office will be provided free of cost by Institute.

18.14 TERMINATION OF THE AGREEMENT & PMC SERVICESS

18.14.1 It shall be open to the Institute to abandon or give up at any stage of the construction of any of the site buildings or any part thereof. In the event of such abandonment or giving up, or in the event of termination of the agreement, the PMC shall be paid fees up to the period they have worked.

- 18.14.2 Termination of Contract– If the PMC fails to perform any of its obligations under this agreement or if Institute is dissatisfied with the services of the PMC, Institute may issue seven days written notice intimating the PMC of their failures or deficiencies and calling upon PMC to rectify within such time as may be specified in the notice and if the PMC fails to perform such obligation or make good such deficiencies as pointed out to the PMC in the notice, Institute may terminate the services of PMC under this agreement, without any further notice.

Institute may terminate the PMC’s services hereunder:

- i) If the firm is adjudged a bankrupt or
- ii) If the firm makes a general assignment for the benefit of their creditors or
- iii) If a receiver is appointed on account of their insolvency or
- iv) If the firm disregard law, ordinances, rules, regulations or orders of any public authority having jurisdiction on the works.

The termination shall be without prejudice to all rights, liabilities and remedies that have arisen or accrued till date of such termination or that may arise on account of such termination and Institute may get the project completed by whatever method they may deem expedient. In such case, the PMC shall not be entitled to receive any further payment, if due, until the loss damage or expense incurred by Institute due to breach of this agreement by PMC have been settled.

- 18.14.3 In case the PMC abandons the work during the course of the project, the Institute has the right to appoint an alternate PMC or make an arrangement for carrying out the work of PMC, at the risk and cost of the PMC.
- 18.14.4 Traveling/daily allowance shall not be payable to the PMC, its representatives, officials and consultants engaged by it for their visit to construction site, offices of local authorities, Employer’s office or any other place in town.
- 18.14.5 The scope of work broadly described herein and assigned to PMC, as their area of responsibility is inclusive of all consultancy and other services required in connection with the completion of the work, whether specifically mentioned herein or not and rendering such consultancy services will not entitle the PMC to charge any additional fees as the same are included in the overall professional fees payable to them.

Liquidated Damages Clause

- 18.14.6 If any delay in execution of the works is attributable to the acts of omissions and commissions and poor management of PMC, Institute shall be entitled to recover liquidated damages at the rate of 0.5% of the total fees per week of delay limited to maximum of 10% of the total actual fees payable.

Professional Indemnity

- 18.14.7 PMC should warrant that it shall exercise high degree of care and diligence in rendering the services pursuant to this agreement and those services shall be of a high quality and standard satisfactory to the Institute. The PMC shall indemnify the Institute from any damage or loss arising due to any lack of care and diligence or arising out of any unsatisfactory performance of service by PMC. For this purpose, PMC shall subscribe to a professional liability insurance policy with a nationalized insurance company for an amount equivalent to 20% of the total fee payable by Institute to the PMC. PMC shall deposit the Insurance policy with the Institute, if asked for. The PMC shall maintain such policy through that entire period of construction that all the premium thereon have been paid.

18.15 DISPUTE SETTLEMENT

- 18.15.1 In case of any dispute or difference arising between the parties during the progress of or after construction or abandonment of the work as to the meaning of construction of this contract or touching or relating either to the said buildings or works, or to any other matter or thing arising directly or indirectly under this contract, then and in such an event the same shall be referred to Director, National Institute of Technology, Patna who shall alone consider and determine the same, whose decision/award shall be binding and conclusive upon both the said parties and this clause shall be deemed a submission within the meaning of Arbitration and Conciliation Act 1996 or Statutory Modification or Re-Enactment thereof.
- 18.15.2 It is specifically agreed that the PMC shall continue to render its services provided herein with all due diligence, professional skill and tact notwithstanding that any matter, question or dispute has been referred to arbitration.
- 18.15.3 The venue of Arbitration proceedings shall be National Institute of Technology, Patna.
- 18.15.4 It is further agreed between the parties as hereto that the Patna Courts alone shall have the exclusive jurisdiction.

Signature of the Consultant

NATIONAL INSTITUTE OF TECHNOLOGY PATNA
Ashok Rajpath, Patna-800 005. (Bihar)

TENDER DOCUMENTS

TECHNICAL BID

Name of Work : Appointment of Consultant for Project Management Consultancy Services for Various Proposed Buildings at NIT Patna.

Tender No. :

Issued to :

Address :
.....
.....
.....

Phone No. :

Mobile No. :

Issued on :

Issued by :

Last date for submission : ...12.02.2010 upto 2:00 P.M.

FOLLOWING DETAILS ARE REQUIRED TO BE SUBMITTED FOR APPOINTMENT OF CONSULTANT FOR PROJECT MANAGEMENT CONSULTANCY SERVICES FOR VARIOUS PROPOSED BUILDING AT NIT PATNA:

01. Name of Firm:

1.1 Office Address:

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.....
.....

1.2 Year of Establishment:

.....

1.3 Phone No. & Contact person with Designation

Name :

Phone No. : Mobile No.

Fax No. :

E-mail :

1.4 Details of Branch Office if any:

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.....

1.5 Organizational setup of the firm and list of the staff available for this work only.
Total staff strength both technical and administration with their name, age, qualification and experience (with proof of the statement) for this work only.
(attach separate page if required)

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1.6 Details of office equipments:

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1.7 Details of computerization in the office and software:

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02. Details of Sister Concerns:

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03. Details of works completed and in hand for which the firm has provided services as Project Management Consultant in last five years with details such as name of work, year of completion, client's name and address, cost of work, time period of construction, nature of work etc. along with certificates form the respective clients:

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04. Any other details you would like to intimate in support of your application for appointment:

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.....

Signature of the authorized person
With seal of the firm

(Note: Attach separate sheet for furnishing information in case the space in the format is insufficient)

NATIONAL INSTITUTE OF TECHNOLOGY PATNA
Ashok Rajpath, Patna-800 005. (Bihar)

TENDER DOCUMENTS

FINANCIAL BID

Name of Work :

Tender No. :

Description of works	Quoted percentage of estimated cost to be charged (in figures)	Quoted percentage of estimated cost to be charged (in words)
Project Management Consultancy Services (PMC) Work for i) Boys' Hostel ii) Girls' Hostel iii) Students' Activity Centre iv) New Boys' Hostel Total estimated cost of above four works = 104 crores (approx).		

Date:

Signature of Consultant
with seal of the firm