



IIM

भारतीय प्रबंध संस्थान विशाखपट्टणम
Indian Institute of Management Visakhapatnam

Ref: Tender No: IIMV/PMO/T/08/2018-19

Date: October 17, 2018

Request for Proposal (RFP)

for

Appointment of PROJECT MANAGEMENT CONSULTANT (PMC) to “Provide Project Management Consultancy services for the development of Permanent Campus (Phase - I Works) of IIM Visakhapatnam.”

Date of Pre-Bid Conference of Applicants:	11.00 AM, November 14, 2018
Submission Deadline for Applications/Proposals:	3.00 PM, November 22, 2018

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This tender shall be downloaded from our website: www.iimv.ac.in or www.tenderwizard.com/IIMV

1.0 Introduction

About IIM Visakhapatnam

Indian Institute of Management Visakhapatnam (IIM-V) belongs to the prestigious IIM family of business schools. It is a new generation IIM, set up by the Government of India in September 2015. The Institute is currently located in the salubrious environs of Andhra University, with an ambience and eco-system ideal for learning. It is well-equipped with knowledge resources, teaching-learning aids, facilities and amenities that offer good opportunities to interact, share experiences and exchange ideas in a symbiotic way. The Institute is currently offering a two-year residential Post Graduate Programme in Management (PGP), leading to an MBA degree. The Institute is also offering a Post-Graduate Certificate Program in Business Management for Experienced Professionals. Students representing as many as 19 states and union territories of India chose IIMV for their management education pursuit, lending the Institute a truly national character. On the strength of the relevance and rigor of the Programme and the excellent all-round performance of its students, the Institute has already emerged as a popular source in the country for good talent.

The Institute is slated for rapid expansion in its activity profile, in scale and scope. It has ambitious plans to offer distinctive academic and research programs to meet the current and emerging opportunities in the industry and the government.

The Institute looks forward to attaining standards of global excellence as enshrined in the IIM Act 2017, through its high-quality academic, research, consulting and capacity building initiatives, winning and sustaining in the process, the trust and confidence of students, parents, faculty, business, government and society.

About Visakhapatnam

Visakhapatnam, popularly known as the “city of Destiny” is a picturesque port city on the east coast of India. It is easily accessible by air, sea, rail and road connections. It was ranked as the 3rd cleanest city in India, by the Ministry of Urban Development, Government of India. Its Railway Station was also ranked as the cleanest among 75 busiest railway stations in India, in a Survey Report released by the Indian Railways. Visakhapatnam is a cosmopolitan city and a popular tourist destination with a beautiful beach on one side and majestic mountains on the other. It’s a vibrant city well known for its warmth and hospitality; tradition and talent; trade and technology; intellect, innovation, entrepreneurship and industry. Visakhapatnam is base to several large, medium and small enterprises (public and private) in the core sector, energy, financial services, infrastructure, IT, pharma etc. The Eastern Naval Command of the Indian Navy is head-quartered at Visakhapatnam. In short, Visakhapatnam is one of the most preferred destinations in India to live, learn, yearn and earn.

Institute’s Vision

To emerge as a globally-recognized Institute of Eminence, with demonstrated excellence in management education, management research and allied areas of knowledge.

Institute’s Mission

As an institution of national importance (as declared under the IIM Act 2017), leverage the vibrant ecosystem of the country and of the state gainfully, focus on well-rounded and integrated learning and build a talent pipeline of confident professionals, competent managers, capable leaders and socially-responsible citizens for the business enterprises, government and the civil society.

Institute's Objectives: The Objectives of the Institute are:

- (a) To educate and support leaders who can contribute as professional managers, entrepreneurs, and stewards of existing and emerging enterprises in the private, public, and social sectors;
- (b) To carry out research, publication, consultancy and advisory work to advance new knowledge and innovation and to provide global leadership in management theory and practice; with research so conducted being directed towards such areas of study which shall enhance inclusive, equitable and sustainable national development goals as enshrined in the objects of the Act;
- (c) To provide management education of high quality and to promote allied areas of knowledge as well as interdisciplinary studies;
- (d) To sensitize management education to the vision of inclusive, equitable and sustainable national development goals to contribute holistically to Society;
- (e) To support and develop programmes promoting social and gender equity;
- (f) To develop educational programmes and faculties that advance the cause of education, teaching and learning, across disciplines;
- (g) To set-up centres for management studies and allied areas;
- (h) To support and collaborate with management institutions and other educational institutions in India;
- (i) To co-operate and collaborate with educational or management institutions in other countries to extend the interests of management education and research.

The Institute's Logo



The elegant logo of the Institute portrays an enchanting advancement of colours from red (via saffron) to yellow, conveying the Institute's visionary outlook for itself and its students. The progression of colours depicts the event of sunrise, communicating the Institute's role as that of the radiant sun, illuminating the lives of its students through quality education, knowledge, and wisdom. The well-balanced wave-like structure demonstrates consistent flow, depicting the Institute's ever-promising attitude to deliver the best. The yellow part resembles the shape of an arrow, conveying growth, expansion and progress in the right direction, both literally and figuratively!

The tagline, "Vidya Param Daivatam", is taken from "NitiShatakam", written by Bhartrihari, a 5th century writer and philosopher. It means "Knowledge is the Supreme Deity" a principle the Institute follows and fosters, in all its endeavors.

Institute's Vision for the Campus

Interactive Teaching and Experiential Learning

Majority of the learning resources being procured by the Institute, in keeping with the current global trends (incl. India) are in electronic format and should be accessible to students remotely too. With flipped classroom gaining greater currency as a pedagogical model, theoretical/perceptual knowledge is being acquired by the students outside the class room through learning resources like books, videos etc. while the in-class time is devoted to practical exercises, problem-solving, discussions, debates and deliberations. Of course, the suitability of a particular pedagogy depends on the (nature of) subject being taught. While this be so, semi-formal learning-centres like libraries (though the knowledge-sources are available online), remain important as knowledge-exchange forums where students get together to discuss ideas and exchange notes. They offer opportunities to interact in a very symbiotic way. Networking, two-way communication and cross-fertilization of ideas in semi-formal settings like libraries widen the horizons of students. Also, such meeting-points promote shared values, enhance mutual support and enrich team spirit making an individual not only competent, but confident.

Today's teaching-learning models pay far greater attention to knowledge-exchange premised on interaction and synergy-building. Towards this end, IIM Visakhapatnam aims at leveraging IT and the Digital era to be in step with the changing times.

As a new generation IIM, the Institute has the advantage of leapfrogging, drawing upon the experience of the IIMs set up relatively in the recent past. In addition, compliance with the following guiding principles and factors would contribute to the campus emerging as "first-in-class" in terms of novelty and uniqueness and "best-in-class" in terms of optimizing the use of resources:

- Green buildings, which are carbon and water positive and thus rationalize energy usage
- With IT as the core, design of learning and automation systems around it
- Use of intelligent IT systems, smart technologies and modern audio-visual aids that provide for seamless and special learning opportunities for students, faculty and other stakeholders to connect & interact; communicate and collaborate, helping interactive and holistic learning
- Conserving the land as much as possible to provide for future growth and expansion
- Making use of the third dimension (viz. height) to the extent possible
- Concept and design being in sync with the location and blending with the local architecture & culture; history & heritage; tradition & tenets; art and craft
- Facility for recording and archival of class lectures so that students could access the audio-visual content remotely, whenever and wherever convenient
- Quality work should be such that it brings creativity, imagination and innovation into designs which in turn bring substantial cost savings through optimization of resource-use.
- Befitting the prestige of the Institute, the new campus should reflect creativity as well as cultural vibrancy and sensibilities obtaining locally and merge with the surroundings seamlessly.

Other Essential Features

- (a) Campus design should facilitate easy interaction between faculty and students - as they crisscross each other going to hostels, class rooms etc. Creation of such social interaction spaces should be the key and essence.

- (b) Common places like stores, cafeteria etc. should be so planned and created that they promote healthy interaction and exchange of ideas among the faculty and students, who frequent such places.
 - (c) Eating spots should be designed with right ambience since they promote informal interactions.
 - (d) Availability of electrical points are important at all social / interaction spaces so that faculty and students, who sit down to charge their electronic devices, could engage in conversations.
 - (e) Lighting creates/moderates the mood for learning and natural lighting should be made use of, as far as possible.
 - (f) While there could be certain e-learning resources that are location/site-specific (i.e. confined to the precincts of the library), it is essential to focus on remote access and e-learning as far as majority of knowledge resources is concerned. This would help libraries to “warehouse” the books in physical form and turn themselves into meeting and social interaction spaces for idea generation and knowledge-exchange.
 - (g) The current trend, as opposed to the earlier times, is that office cubicles are located inside and work areas around them, open to and offer outside view, so that they could be used for meetings and interaction.
 - (h) Land is a costly resource and institutions expand in scale and scope of their activities over time. Hence, rather than using up entire space horizontally, the third dimension (vertical space) should be used as much as possible. Roof-design should lend itself to such expansion.
 - (i) With the revolutionary trends in IT like Internet of Things, there should be large scale automation on the campus. In fact, IT should be at the core of the design. All teaching-learning systems should be technology-driven. Learning should be interactive and experiential.
 - (j) Entire campus should be air-conditioned, given the climatic conditions of Visakhapatnam.
 - (k) An ‘edible’ campus - in the sense that plants and trees should be such that they provide a constant supply, round the year, of seasonal vegetables and fruits, medicinal and herbal products and spices, contributing to a healthy-diet driven menu on the campus.
- 1.1 The Institute invites applications for Appointment of PROJECT MANAGEMENT CONSULTANT (PMC) to “Provide Project Management Consultancy services for the development of Permanent Campus (Phase - I Works) of IIM Visakhapatnam” (referred to as the “PMC” hereinafter) to assist the Institute in the infrastructure development for the proposed campus. The selected PMC shall aid and assist the Institute in the various activities (See section 6.0 for detailed scope of services).
- 1.2 The selection of the PMC will be through an Open Tender process as per this Request for Proposal (RFP).

- 1.3 The PMC may be selected either for the full project of New Campus Development covering all phases envisaged in the Master Plan or for one or more phases, based on technical or financial parameters or at the sole discretion of the Institute.
- 1.4 The RFP document is available on the official website of IIM Visakhapatnam (www.iimv.ac.in and www.tenderwizard.com/iimv).
- 1.5 The Application submitted should be complete in all respects. Incomplete Applications or conditional Applications are liable to automatic rejection and the said decision shall not be challenged by any applicant in any manner whatsoever.

Project Summary

S. No	Description	Details
1	Name of the Project	Phase - I of Permanent Campus for IIM Visakhapatnam
2	Location	Gambheeram Village, Anandapuram Mandal, Visakhapatnam District
3	Area	230.25 Acres (Excluding 80 feet Road)
4	Proposed Area for Construction	60,384 Sq. mtr.
3	Estimated Project Cost	Rs.445 Crores
4	Scope	Project Management Consultants
5	Technical Staff to be deployed in site	Refer Appendix - 2A
6	Duration of Project	30 Months
7	Status of Project	<ol style="list-style-type: none"> 1. Government of Andhra Pradesh allotted about 241.50 acres (including 80 feet road) of land located at Gambheeram Village of Anandapuram Mandal to IIM Visakhapatnam. 2. Construction of boundary wall for the site was completed. 3. Site was handed over by Andhra Pradesh State government to IIM Visakhapatnam on March 8,2018. 4. Selection of Architect for permanent campus is under progress and is expected to be completed by 31/12/2018.
8	Approvals	DPR approved by Gol on September 17, 2018
9	Source of project funding	HEFA (Higher Education Funding Agency)

2.0 Eligibility Criteria & Other Instructions -

Eligibility Criteria (Minimum Qualification Criteria):

1. The tenderer must be a Public Sector Undertaking or a Public Works Organization.
2. The tenderer must submit Bid security declaration as per the format given in the **Annexure - 1**.
3. Tenderer must submit General Information as per format given in the **Annexure -2**.
4. The Tenderer should not have been blacklisted. Bidders shall submit a declaration stating that they were not blacklisted by any Ministry or Department of Government of India/State Government, State/Central PSUs, State/Central Autonomous bodies or any other Central/State Government organization(s).

2.1 Work Experience/ Technical Eligibility

The Bidders eligible for participating in the assignment should have undertaken and completed Project Management Consultancy Services with in-house facilities and should have capabilities for architectural, structural and MEP design works, for independent review and approval of designs and drawings, for day-to-day supervision, for monitoring progress and quality of construction, for erection and installation work, for reporting and ensuring compliance by the contractor as per the design and specifications. The Bidder should have satisfactorily completed Project Management Consultancy services in India during the last seven years as per the following requirements:

- a) Project Management Consultancy services for at least **one** similar work each costing **INR 356.0 Crore**

(Or)
- b) Project Management Consultancy services for at least **two** similar works each costing **INR 267.0 Crore**

(Or)
- c) Project Management Consultancy services for at least **three** similar works each costing **INR 178.0 Crore**

‘Similar Work’ shall mean Project Management Consultancy services for a project comprising of building & works with all necessary MEP services, landscaping works, roads, electrical substations, AC Plants and the like. Out of these works, at least one work shall be a Project Management Consultancy work undertaken for building construction and allied works under any Government Organisation/Public Sector Unit/Autonomous body of Central or State Government/University.

Notes:

- Project Management Consultancy work shall mean, the day to day supervision, quality control, monitoring and billing of the work for a client.
- Periodic supervision or third-party supervision shall not be considered.

- Bidder shall submit a declaration fulfilling the above conditions.
- Bidder shall submit copies of Work Orders/Agreements and Completion Certificates issued by the client. In the absence of these certificates, the assignment will not be considered for bid evaluation.
- Ongoing works will be considered for evaluation based on the certificate from the client stating clearly that the value of work completed exceeds the limits specified above. Such Client Certificate shall include the value of work completed along with the description of the project.

Financial Turnover -

- The Bidder should have an average annual turnover of at least **INR 15.0Cr** in the last three financial years (2015-2016, 2016-2017 and 2017-2018) from Project Management Consultancy Services duly certified by Auditor. (**Refer Annexure -3**).
- The firm should not have posted losses (of any kind) in any year during last three financial years.

2.2 Other Instructions

- 2.2.1 Selection of the PMC shall be as per the selection process described later in this document and subject to fulfilment of the Eligibility/Evaluation Criteria. No additional explanation and/or justification (for any aspect of the selection process) will be given and the Institute's decision in this regard shall be final, binding and without any right of appeal.
- 2.2.2 Applicants must acquaint themselves fully about the assignment and the local conditions before submitting the Proposal. They may visit the site with prior arrangement with Visakhapatnam.
- 2.2.3 All latest information and clarifications, if any, will be posted on the Institute's website. Applicants are advised to visit the website regularly.
- 2.2.4 An Applicant is eligible to submit only one Proposal. Refer **Appendices 1 to 6**.
- 2.2.5 The Applicant is required to submit the **Annexures 3 to 12** along with relevant supporting documents. Further, a checklist is given at **Appendix 6** and the bidder shall also require to submit checklist with duly signed.
- 2.2.6 The Technical and Financial Proposals should be submitted on TENDERWIZARD (www.tenderwizard.com) as per the procedures given at page 79. The Financial Proposal should be without any conditions. Any conditional Application will be liable for rejection.
- 2.2.7 It may be noted that the fee quoted by the Bidder as the Total fee, shall be a percentage of the expected Project Cost or the completed Project Cost, whichever is lower, including all costs for coordinating design development, monitoring of the Project, payment to other consultants, transport and benefits to staff and allied costs, inclusive of all taxes and levies except the GST. The GST will be paid in addition to the fee, at the prevailing rate.

- 2.2.8 The proposals as well as any other communication related to the PMC work between the Institute and the Applicants/selected PMC shall always be in the English language.
- 2.2.9 The proposal should remain valid for at least 180 calendar days from the last date for submission of proposals.
- 2.2.10 The Institute reserves the right to reject any Proposal if, at any time, a material misrepresentation is made or discovered, or the Applicant does not provide responses or clarifications sought by the Institute within the stipulated period.
- 2.2.11 The proposals must reach before the stipulated date of submission. Late submission shall not be accepted.
- 2.2.12 The documents and other information provided by the Institute or submitted by the Applicant to the Institute shall remain or become the property of the Institute. All Applicants should treat all information provided by the Institute as strictly confidential.
- 2.2.13 The Applicant should sign each page (which should be numbered) of the Proposal. Additional pages should also be numbered and signed.
- 2.2.14 References and certificates from respective organizations submitted, should be signed by the competent authority of the respective organizations. an officer not below the rank of Executive Engineer/Project Manager in case of a Government Department, and a General Manager in case of other bodies.
- 2.2.15 The Applicant shall bear all the costs associated with submitting the Proposal, completing any negotiations and, if selected for the work, executing the agreement in the prescribed format.
- 2.2.16 The Institute reserves the right to modify any part of the RFP any time before submission of the proposals, giving enough notice to all the Applicants to respond. Changes may be communicated to all the Applicants through physical or electronic means. The Applicant is required to acknowledge the receipt of the changes.
- 2.2.17 The selected PMC is required to provide to the Institute its services without prejudice or conflict of interest, in a manner that best suits the interests of the Institute.

3.0 Selection Process

- 3.1 Each Applicant shall submit the Technical Proposal (as detailed in the Appendix - 1) and a Financial Proposal. The “Technical Proposal” and “Financial Proposal” shall be submitted separately. The Financial Proposal shall be in the format specified at the Tender Wizard site and must be quoted in percentage terms. IIM Visakhapatnam reserves the right to convert this to a fixed fee, based on the estimated cost/contract value after due negotiations with the successful Applicant.
 - 3.1.1 The Institute reserves the right to accept or reject any Application and to cancel the entire process without any liability and/or without assigning any reasons whatsoever.
 - 3.1.2 Proposals of only those Applicants who have submitted Bid security Declaration-in the prescribed format would be taken up for evaluation of eligibility criteria.

3.2 Evaluation of Technical Proposals

- 3.2.1 In the first stage, the Technical Proposal will be evaluated based on Applicant's experience, similar type of job(s) done, understanding of Terms of Reference, proposed methodology and work plan besides the experience of key personnel proposed for the assignment. Only those Applicants whose Technical Proposals score 40 marks or more out of 100 shall qualify for further consideration and shall be ranked from the highest to the lowest based on their Technical Scores (S_T).
- 3.2.2 Technical Evaluation shall be strictly done as per the evaluation criteria given in **Appendix - 2** of this document. The Applicants shall provide necessary data, as required in **Appendix - 2**, in their proposal.
- 3.2.3 While awarding marks for the number of eligible projects, the Applicant with the highest number of Eligible Projects shall be awarded the highest score for the respective category and all others remaining shall be entitled to a proportionate score.
- 3.2.4 Applicants may be required to make a presentation before an evaluation committee constituted by the Institute. The presentation will be for approximately 60 minutes and will consist of four parts:
- i. Past projects with focus on special features and quality and safety aspects (along with some photos) and special project management techniques that might have been used to execute the project speedily and within initial budgeted cost.
 - ii. The Applicant's philosophy towards this project with respect to the nature of typology, structure, orientation, kind of finishing, approaches for Green building, sustainability, energy efficiency/overall savings, safety measures, innovations/use of KAIZEN techniques etc.
 - iii. Project management approach the Applicant plans to use for this project, project organization of the PMC, responsibilities of key personnel etc.
 - iv. Methodology of total comprehensive services of the campus along with the timelines.
- 3.2.5 The Institute or any Evaluation Committee appointed by the Institute may choose (if so deemed necessary) before deciding on the Application, to inspect such premises or project sites of the Applicant that have been mentioned in the Technical Proposal, after due notice of 7 days to the Applicant, at the Institute's cost. In such case, the Applicant shall have to facilitate the visit and corroborate the statements made in their proposal.

3.3 Evaluation of Financial Proposal

- 3.3.1 In the second stage, the financial evaluation will be carried out. Each Financial Proposal will be assigned a Financial Score (S_F).
- 3.3.2 For financial evaluation, the % of the expected Project Cost quoted by the Applicant indicated in its Financial Proposal (**Appendix - 3**) will be considered (refer the format for Financial Proposal). The fee ceiling indicated will also be included in the financial evaluation (**Appendix 3**).

3.4 Combined Technical and Final Evaluation

3.4.1 Proposals will finally be ranked according to their combined technical score (S_T) and Financial score (S_F) as per Rule No: 192 GFR 2017 and Section 6.9.2 of “The Manual for Procurement of Consultancy & Other Services”, 18/4/2017 of the Dept. of Expenditure, Ministry of Finance, Govt. of India. The weights assigned to Technical Proposal and Financial Proposal shall be 80% and 20% respectively.

3.4.2 The selected Applicant shall be the first ranked Applicant (having the highest combined score).

3.4.3 The first ranked Applicant will be invited for further discussions as may be decided by the Institute. After final selection, a Letter of Intent (LOI) will be issued by the Institute. The Applicant shall, within the date specified in the LOI, submit the performance guarantee and enter into an agreement with the Institute.

3.5 Performance Guarantee -

The Consultant will be required to furnish Bank Guarantee (**Annexure - 14**, from a nationalized / scheduled bank of at least Rs.500.0 Cr. net worth) by way of performance guarantee for due fulfilment of the contract obligation and shall submit the same after award of work and before signing of the contract / agreement. Total performance guarantee shall be 5% (five percent) of the total fee and shall remain valid up to completion of the work plus 12 months or such extended period, after satisfactory completion of the work within the purview of the Consultant.

3.6 Forfeitures of Performance Guarantee -

If the Consultant breaches of any of its obligations in relation with the time schedule, or, does not complete any of its obligations herein to the satisfaction of the Employer, the Employer shall, without prejudice to its rights and remedies arising out of the award of work, have the right to impound and encash the Performance guarantee.

4.0 Schedule & Submission of Proposals

4.1 Applicants satisfying the minimum qualification requirements as prescribed in clause 2.0 shall submit the Applications to the Competent Authority, IIM Visakhapatnam, Andhra Bank School of Business Building, Andhra University Campus, Visakhapatnam - 530003 latest by November 22, 2018. Queries/clarifications may be sought by e-mail addressed to sayikrishna.raju@iimv.ac.in. Clarifications by the Institute (if any), shall be posted only on the Institute’s website. No individual replies/clarifications would be sent.

4.2 The key dates are as follows (subject to change):

S. No	Description	Dates
1	Release of RFP request to Applicants	November 06, 2018
2	Pre-Bid conference meeting for all Applicants at IIM Visakhapatnam	November 14, 2018
3	Last date of receipt of proposal	November 22, 2018; 3:00 PM
4	Opening of Technical bid	November 22, 2018; 4:00 PM

5.0 Broad Requirements of the Project

- 5.1 The main role and responsibility of the PMC is to assist the Institute in the infrastructure development of IIM Visakhapatnam Campus (Phase - 1). The Campus is proposed to be established in Gambheeram Village, Anandapuram Mandal, Visakhapatnam district, and has an area of approximately 230.25 acres. Over a 10-15-year period, the Campus is expected to host about 4000 residents including about 1200 students. The New Campus is proposed to be constructed and made fully operational in about 3 phases.
- 5.2 The first phase of the campus, needed for IIM Visakhapatnam to become operational in the new campus, is required to be completed and made fully functional in all respects by June 2021. The first phase of the campus will have the following and supporting infrastructure:

IIMV Permanent Campus - Area Statement			
Sl.no	Items of Visakhapatnam	Phase - 1	Remarks
1	2	3	4
A	Master Plan	50-acre	Total site area 230.25 acre. As per guidelines of MHRD, the land shall be developed in parcels of 50 Acres each, with utilities like roads, sewage, garbage disposal system, water facilities etc. Only after full-utilization of these 50 acres, can another parcel of 50 acres be started for land development. The development shall therefore be confined to that part of the land (only) which is functionally required to serve the student strength for the next 5 years.
B	Academic/Admin/Library/ Labs		
1	Class-room complex	7850 sq.m.	Table - A
2	Faculty Building	7500 sq.m.	Table - B
3	Computer Center & Communication services - Telephone exchange	984 sq.m.	Table - C
4	Virtual learning Center /Audio visual Center	0	In Phase II
5	Central library facilitating Digital access	2000 sq.m.	Table - D
6	Management Development / Executive Development Programs (MDP / EDP) Center	0	In Phase II
7	Administrative Complex	5500 sq.m.	Table - E
8	Incubation Center	850 sq.m.	Table - F
	Total - B	24684 Sq.m	

C	Residential area- hostels+ faculty+ staff quarters		
1	Boys hostel	25000 Sq.m.	Table - G
2	Mixed hostel (Girls + Fellow Program in Management or PhD students)		
3	Kitchen-cum-dining hall complex	3500 sq.m.	Table - H
4	Student Canteen	0	In Phase II
5	Director's Residence	0	In Phase II
6	Faculty Residence	0	In Phase II
7	CAO + FA&CAO Residence		
8	Medical Officer Residence		
9	Non-teaching staff residence (3200+3120+1890+1874)	0	In Phase II
	Total - C	28500 Sq.m.	
D	Sports Facility & Common Facilities		
1	Student-activity Center	2500 sq.m.	Table - I
2	Satellite Shopping Complex	0	In Phase II
3	Auditorium / Conference Center	2500 sq.m.	Table - J
4	Faculty Club	0	In Phase -II
5	Community Center	0	In Phase -II
6	Commercial Facilities for Staff	0	In Phase -II
7	Guest House	1500 sq.m.	Table - K
8	Health Center	0	To be accommodated temporarily in Administrative block (300 sq. m.)
9	Worship/Mediation place	0	In Phase -II
10	Electrical Sub Station	700 sq.m.	
	Total - D	7200 Sq.m.	
	Grand Total	60384 Sq.m.	

These are indicative in nature and mentioned only to give an idea of the size and scale of activities involved. The final plan may have other components and facilities.

5.3 The planning work will entail development of the campus including pathways, roads, dividers, footpath, parking, gate, compound wall, rainwater drainage/rain water harvesting, roadside cabling ducts including placement of sleeves across the road at suitable intervals, horticulture, landscaping, gardens, open spaces etc. It may also have a water treatment plant and sewage treatment plant, waste management plant and solar lighting/water heating systems where desired.

6.0 Scope of Services of PMC

Appendix-4 describes the various facilities to be developed for the permanent campus of IIM Visakhapatnam. IIM Visakhapatnam reserves the right to award a part or full scope of the work to PMC.

PMC shall be involved in implementing the project during both pre-construction planning and bidding activities, during construction and post-construction stages.

6.1 PMC shall act as representative of the Project-in-Charge of all project works and supervise all the works, check and certify all measurements and bills and recommend for their payment, if found in order. Scrutiny and certification of bills shall be as per prescribed procedures and formats specified by the Institute. The Institute will in no manner whatsoever be bound to act on the advice of PMC in any matter related to the project.

6.2 To ensure implementation of all project processes, PMC shall liaise with and provide all requisite information, support and assistance to the Institute, all appointed consultants including their sub-consultants, and all other individuals, agencies and organizations as may be deemed fit by the Institute during the entire period of contract. All staff appointed and/or stationed at the disposal of the Institute shall need to be to the acceptance of and with the approval of the Institute. PMC shall respond to the queries raised by the Institute within 7 days or lesser time as soon as possible considering the nature of query and its impact on the project.

6.3 PMC shall not assign or subcontract any portion of these services. The decision of the Institute will remain final in all matters relating to the interpretation of architectural design and related architectural details; and PMC shall be bound to execute such decisions to the satisfaction of the Institute.

6.4 The ownership of all the schemes, proposals, documents, drawings, reports, data and communications that shall be generated, processed and/or disseminated by PMC, including their formats of collection, analysis, processing, documentation, and reporting in fulfilment of the scope of services as PMC, shall rest with the Institute and no claim whatsoever shall be admissible on the Institute in respect of any proprietary rights or copyrights of the same on the part of PMC.

6.5 If found deficient in providing service, the Institute, at its sole discretion reserves the right to appoint as third-party auditor and assign any individual part and/or the whole or part of services covered in this assignment, to any another organization or agency, in the interest of timely and qualitative completion of campus development works.

- 6.6 Unless otherwise stated, the PMC's scrutiny, reviews, recommendations of all proposals of contractor(s), running and final bills, price escalation and time extension cases, operation of contractual clauses, shall follow Government of India's guidelines, Central Vigilance Commission and other observations/advisories of statutory bodies.
- 6.7 The PMC shall provide full coordination including required administrative / secretarial support and full assistance to the Institute and / or other agencies appointed by the Institute, in all project-related legal matters and other mandatory compliances including but not limited to preparation and processing of responses to all audit authorities / vigilance authorities / RTI (Right to Information) questions and any others, handling all related communications and facilitating inspections by such authorities, to the extent and as and when desired by the Institute, throughout the entire duration of the contract or till such time as may be required for closure of any observations or paras of the audit, vigilance and other regulatory/statutory authorities.
- 6.8 Through proper coordination with the Contractor(s) and monitoring of site work, the PMC shall ensure that the Contractor(s) do not carry out any work without approved working drawings and agreed procedures, method statements, work procedures and inspection and testing procedures.
- 6.9 The PMC shall prepare and submit the rate analysis as per market rates for any or all the items of works including materials, labour, tools, plant and machinery as and when required by the Institute.
- 6.10 Preparation, establishment and management of a document control system and site directory: Submission of Weekly, fortnightly and monthly status reports of progress of work to the Institute in the manner and format approved by the Institute. PMC shall also caution the Institute on events of likely delays of activities, low/excess cash flows and make recommendations for corrective actions. The Institute reserves the right to seek additional detailed status reports as it may deem fit throughout the project period.
- 6.11 The PMC shall ensure that all its Personnel are experienced in modern methods of construction management, monitoring and supervision. It shall deploy experienced Personnel and shall provide compulsory training to its Personnel in following procedures adhering to CPWD Works Manual, Maintenance Manual and other established/proven/government-determined procedures and practices of executing works and works accounts. All the Personnel of the Consultant should be fully aware of all relevant management procedures, method statements, work procedures, inspection and testing procedures and Contract requirements/ specifications.
- 6.12 The PMC shall work towards minimizing, if not total elimination of, claims and disputes from the Contractor(s). While checking the invoices and bills submitted by the Contractor(s), the PMC shall ensure recovery of advances including statutory recoveries and continued validity of securities submitted by the Contractor(s) towards fulfilment of their liabilities to the works Contract(s).
- 6.13 The PMC shall ensure implementation of various Labour Laws, Rules and Regulations including employee provident fund and other welfare measures by the Contractor(s) as per the extant provisions and laws of the land and/or as laid down in the Contract(s).

- 6.14 The PMC shall maintain copies of all reference documents, specifications, drawings, management procedures, method statements, work procedures, inspection and testing procedures in a systematic manner in the office of the Project Manager and provide adequate copies to its site supervision Personnel.
- 6.15 PMC shall be fully responsible for the soundness and correctness of all works executed by the Contractor, the soundness of design and of the conformity of the work to the approved plans, designs and specifications and conditions of contract applicable to the subject work.
- 6.16 The PMC shall maintain the logs for Bank Guarantees, Contracts, Contract Amendments, Change Notices, incoming & outgoing correspondence, workmen compensation policies, PF Challans, Labour licenses, Health and other Insurance policies, Contract Schedules, Back charges, RFIs, Invoices, etc. of all contractors.

7.0 Roles and Responsibilities of PMC (Phase-wise):

7.1 Pre-Construction Phase:

- 7.1.1 The Institute may engage different architects or single architect to design different buildings and facilities and urban designers for campus development works. It is the prime responsibility of the PMC to coordinate with all the architects in finalizing the work and specifications of items of work, Schedules of all materials and bringing uniformity in the tender to minimize varied specifications for similar items and prepare tender documents accordingly. PMC may independently interact/communicate with these agencies in fulfilling this requirement under prior intimation to the Institute.
- 7.1.2 **Peer Review:** The PMC shall review, certify and revalidate the planning and design of civil and MEP services submitted by the Consultants (Architects and urban designers) engaged by the Institute/Architect for proof check/peer review to provide verified/proof-checked working documents to the Contractor. Proof check/peer review shall also be done for the basis of design, factors influencing the design and a review of the outline design criteria, technical specifications proposed for the work, Preliminary General Arrangement Drawings (GAD) and Single Line Diagrams (SLD), the details of measurements (take-off sheets) and the Bill of Quantities prepared by the Architectural consultants and urban designers appointed by the Institute.
- 7.1.3 PMC shall also coordinate with all architects (national and International) and consultants engaged by the Institute in obtaining the detailed estimates (including all detailed drawings, specifications and schedule of quantities, detailed cost estimates) and shall compile into a single document for tender packages, as prescribed by the Institute.
- 7.1.4 On receipt of documents (including all detailed drawings, specifications and schedule of quantities, detailed cost estimates) from individual architects appointed by the Institute, PMC shall be responsible for thorough scrutiny, vetting, compilation if any, processing and preparation of tender documents (including all detail drawings, specifications and schedule of quantities, schedule of materials, detailed cost estimate, general and special conditions of contract, and any other documents) for procurement of Works and Items. PMC shall prepare such tender documents based on the single or multiple bill of quantities compiled to one as per the requirement

of the Institute. The procedures and Works Manuals based on which the tender document to be prepared shall be as decided by the Institute.

- 7.1.5 Vetting of the detailed bill of quantities including specifications, as submitted by all consultants /suppliers /agencies appointed by the institute, at each project stage including tender & Good for Construction levels for all the disciplines, for quality, cost and constructability and to avoid any extra items during the execution of the work. PMC shall present the findings, if any, to the concerned as directed by the Institute.
- 7.1.6 PMC shall ensure interfacing/coordination of all technical aspects of the development for Good-for-Construction (GFC) drawings.
- 7.1.7 PMC shall review electrical and mechanical services and equipment and highlight their interaction and any interference with the structures and suggest alternatives.
- 7.1.8 Preparation and processing of Expression of Interest (EOI)'s, Requests for Proposal (RFP)'s, documents for pre-qualification of contractors and all other documents required for the procurement of various Consultancy services, Works, and Items of procurement in consultation with and specific approval of the Institute, to the extent required; and, as and when required.
- 7.1.9 PMC shall analyse bids/quotations and carry out scrutiny and processing of tender documents / proposals through the various stages of selection including pre-qualifications / shortlisting if any, in consultation with and specific approval of the Institute. The Institute reserves the right to dictate methodology or rules, procedures and manuals to be followed in the process.
- 7.1.10 Scrutiny shall be done incorporating all statutory/mandatory provisions in respect of labour laws, taxes/levies etc., as per relevant rules, and obtaining approval from IIM Visakhapatnam. The PMC shall, under the supervision of the Institute, carryout Tender Process Management which shall include pre-tender meetings, compilation of queries, preparation of draft responses, negotiations if required and any other responsibilities assigned by the Institute in the matter.
- 7.1.11 PMC shall collect and submit to the Institute, current local market rates of all items considered in the BOQ before the bids are issued to the contractor.
- 7.1.12 Submit such analysis and justification of bids as mentioned at para 7.1.9 of this Section, along with comments, for perusal and approval of the Institute.
- 7.1.13 PMC shall evolve erection methodologies of structures in consultation with the architects and structural engineers engaged by the Institute/contractor and or any relevant agencies. In case such activity is within the scope of contractor, PMC shall review and recommend most optimum solution in consultation with all the agencies involved with the activity.
- 7.1.14 PMC to review, verify and thereafter provide approvals for all the Method Statements and GFC drawings. Method statement shall mean the complete work sequence of an item including the resources to be used which shall be in line with contract document without leading to any extra claims/ extra items.
- 7.1.15 PMC shall report utilities to be diverted /supported.

- 7.1.16 PMC shall report on interfacing contracts.
- 7.1.17 PMC shall report on provisions and proposals for construction interfacing with the Contractors.
- 7.1.18 PMC shall submit demolition methodologies whenever necessary including sequence of operations to avoid further damage and safety precautions.
- 7.1.19 PMC shall study location and usage of existing buildings and suggest required safety plans, traffic management and other actions to be taken by the Institute and Contractors to cause minimum disturbance to each other.
- 7.1.20 PMC shall prepare and submit, as and when required by the Institute, the detailed bill of quantities and/or the detailed specifications, in full or part thereof, for any item of work proposed at any project stage.
- 7.1.21 PMC shall review of each of the design deliverables at each stage of design with respect to Quality, Cost and constructability and make a report to the Institute with recommendations.
- 7.1.22 The PMC shall ensure the Contractor complies to GRIHA requirements and obtain weekly and monthly GRIHA compliance reports and submit the same to the Institute after review. PMC shall ensure compliance of environmental safeguard measures implemented by the Contractors.

7.2 Construction Phase

- 7.2.1 The PMC shall prepare the Project Program in suitable software for monitoring the Project. The PMC shall also prepare four-week and four-month rolling programs (containing progress during the previous week/month and showing the planned work during the next month/quarter) for discussion in the weekly and monthly meetings with the Project-In- Charge. These rolling Programs shall be updated by the PMC every week or month. PMC shall also review and comment on the Project Programs submitted by the Contractor(s) and ensure compliance of such comments in the revision thereof. It shall also carry out periodic reviews of the Contractor(s)'s resources vis-a-vis Project Program and ensure that the Contractor(s) mobilizes additional resources to meet the Program requirements. Shortfalls, if any, shall be notified to the Institute.
- 7.2.2 The PMC shall ensure compliance of all rules of Government of India, HEFA (Higher Education Funding Agency) and the State Government as required by the Institute, relating to the execution of the Project.
- 7.2.3 The PMC shall verify and recommend to the Engineer-in-Charge for acceptance of credentials of key personnel to be deployed by the contractors as per provision of the contracts.
- 7.2.4 The PMC shall carry out scheduled inspections of work sites and issue site instructions and issue non-conformance notices to the Contractor(s) after identification of defects or non-conformance to specifications, method statements and/or to any other requirement in the Contract. It shall also monitor that the Contractor(s)'s own quality inspection teams carry out similar regular inspections, raise site instructions and non-conformances.

- 7.2.5 The PMC shall ensure compliance by contractor of Inspection notes by Architects or any other authority authorized by the Institute to inspect the works and file compliance reports. It shall arrange for clarifications and/or resolution of conflicts pertaining to contract drawings, specifications, and engineering problems. The PMC shall check and verify measurements, technical errors, arithmetical errors in accounts, invoices, bills and other statements submitted by the Contractor(s) with the actual work done at site and with the conformance to respective contracts and issue interim certificates for progress payments within 14 working days of receipt of bill from the Contractor(s) and forward the same, after fully complying with all required audit checks and certificates as per procedures prescribed by the Institute to the Project-in Charge for making payments to the Contractor(s). Formats of documents, audit checks, test check statements, certificates etc., accompanying the running and final bills shall be as decided by the Institute from time to time.
- 7.2.6 The PMC shall monitor and ensure that the Contractor(s) mobilize adequate and suitable workers, specialized agencies, materials and construction equipment for carrying out works as per the approved Project Program. Shortfalls, if any shall be brought to the notice of the contractor under intimation to the Institute and ensure compliance.
- 7.2.7 The PMC shall monitor and ensure that the Contractor(s) carry out construction in compliance with the applicable environmental standards, safety of the works, safety of personnel/public, and safety of construction equipment complying environmental and safety standards laid down in the Contract(s) and quality assurance documents and rules of local bodies.
- 7.2.8 The PMC shall monitor and ensure that every incident at the work site is reported and recorded and that the Contractor takes corrective and preventive measures for avoiding their recurrence. Further it shall also inspect and report unsafe and inferior practices at the work site through control documents and ensure that the Contractor(s) take(s) corrective and preventive measures to improve the practices to avoid accidents.
- 7.2.9 PMC shall review, quantify, comment and submit its recommendations to the Engineer-in-Charge on claims of variations by the Contractor(s), if any. It is the duty of the PMC to keep a tag on variation in quantities in work contracts and raise alarm sufficiently in advance to enable the Institute to take necessary corrective action.
- 7.2.10 The PMC shall inspect and approve materials at source as well as at site for use in works and ensure that quality of such materials is in accordance with the contractual specifications and requirements of the Architects/Institute.
- 7.2.11 PMC shall depute competent personnel to attend Factory Acceptance Test (FAT) of materials and equipment as required by the Institute. PMC shall also recommend to the Engineer-in-Charge for issuance of despatch clearance of materials on satisfactory outcome of the Factory Acceptance Test (FAT).
- 7.2.12 During the course of execution of the Project(s), as and when required, the PMC shall suggest modifications in the Contractor(s)' work program, procedures, method statements; material sources etc. and ensure that they are compiled by the Contractor(s) in accordance with the Contract(s).
- 7.2.13 The PMC shall inspect, measure, record and approve such intermediate stages of work which is about to be concealed so as to enable the Contractor(s) to proceed

with the work at site without causing any delay and at the same time with proper checks and records before a work gets hidden.

- 7.2.14 The PMC shall check and review concrete mix design, temporary works design, drawings, shop drawings, formation compaction scheme and such other construction related proposals from the Contractor(s) and submit comments for consideration of approval by the Engineer-in-Charge. The PMC shall ensure carrying out required alterations in the drawings in the process of approval. The PMC shall obtain Institute's approval to various plans, design, documents, drawings etc. for above stated items and shall make the same available to the Contractor(s) in timely manner. Where the Architect's involvement is necessary, the PMC shall liaise with the Institute's architects under intimation to the Engineer-in-Charge and ensure deliverables in timely manner.
- 7.2.15 The PMC shall witness, verify, analyse and check the laboratory and field tests carried out by the Contractor(s) and arrange independent tests at third party lab as per the list and frequency of mandatory tests prescribed in the contract document/ specifications including any other tests at any frequency as required by the Institute.
- 7.2.16 The PMC shall order the uncovering of completed works, additional destructive / non-destructive tests, and shall ensure in removal of improper/ substandard works and replacement with proper materials/ works at site.
- 7.2.17 The PMC shall recommend to the Engineer-in-Charge in taking appropriate and timely actions for ensuring fulfilment of the Contractual obligations by the contractor(s) and successful completion of Project(s) in time.
- 7.2.18 The Project Management Consultant shall review the proposal for specialized agencies and sub-contractors, if any, submitted by the Contractor(s) and comment/ recommend to the Engineer-in-Charge for return for compliance with the observation or approval as the case may be.
- 7.2.19 The PMC shall maintain site as well as office records, test data, details of variations, correspondence and diaries in the formats specified/ approved by the Institute and shall submit them to the Engineer-in-charge from time to time.
- 7.2.20 The PMC shall scrutinize the day to day consumption record of materials like cement, steel, AAC Blocks/ bricks, cables etc. maintained by the contractor. PMC Shall ensure that 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 required to be maintained by contractor are being maintained and are up-to-date.
- 7.2.21 The documents and registers shall include but not limited to the following:
- a. Site order book
 - b. Digitization of all correspondences
 - c. Minutes of Meetings (MoM)
 - d. Daily, Weekly and Monthly Progress Reports.
 - e. Hindrance Register
 - f. Paint Register, Chemical Register, Steel Register, Cement Register, Stock Register (MAS) of all materials
 - g. Bill register, MB Register, Contractor's ledger, Register of BGs,

- h. Labour records and Returns
- i. Account of royalty of minor/ mineral materials and forest produce as per the requirement of local bodies/ Government.
- j. Any other registers/ records as required by the Engineer-in-Charge (EIC) during progress of the works.

7.2.22 The PMC shall prepare quarterly cash flow projections for the Institute over the Contract(s) based on the projected progress of Project(s).

7.2.23 The PMC shall maintain a day-to-day diary which shall record all events pertaining to the administration of the Contract, request forms and orders given to the Contractor(s) and any other information which may, at a later date, be of assistance in resolving queries / disputes which may arise concerning execution of the works.

7.2.24 Milestone status: The PMC shall monitor status of all Milestones due, which have been achieved during the month and forecasts of achievement of any missed Milestones, and those due in the next month.

7.2.25 The PMC shall assist the Engineer-in-Charge in meetings with the Contractor and coordination work with different agencies and hold meetings for proper and timely implementation of the works.

7.2.26 The PMC shall liaise and pursue with the architects appointed by the Institute or any other external agencies and ensure regular and timely flow of working drawings/instructions/clarifications to Request for Information (RFI) or queries of the contractor.

7.2.27 The PMC shall monitor the progress by using modern methods of control such as computerized Critical Path Method (CPM) and submission of progress reports of work executed monthly.

7.2.28 The PMC shall undertake complete assistance to the Engineer-in-Charge in the administration and management of contract till expiry of the defect liability period and payment of final dues to the contractor.

7.2.29 The PM Consultant shall render to the Institute all required assistance, technical services, guidance, support, or advice on matters concerning engineering aspects of the Project(s) by way of personal interaction, and also through invited Experts on the matter, with Institute's prior approval.

Health, Safety and Environment Requirements

7.2.30 The PMC shall ensure that while carrying out the works under the assignment, the contractors and suppliers, if any, shall place due importance and regard to the overall aesthetics, ambience, topography and eco-system of the site.

7.2.31 The PMC shall also take due precautions to ensure all necessary compliances for Environmental and Health & Safety requirements at site as well as at Contractors' labour camps.

7.2.32 The PMC shall ensure the highest standards of safety, security and health for all workers of all contractors and other agencies and also all other persons entering the site in conformance with legal provisions, codes, standards and good practises. The

PMC shall also conduct training / orientation and briefing of all workers and visitors in this regard.

7.2.33 The PMC shall inspect at regular intervals, the contractor’s plant and facilities, including the workers’ accommodation at site, to ensure conformity with relevant provisions in works contracts and all government/state regulations.

Quality Assurance

7.2.34 The Quality Assurance Plan to be prepared by the Contractors and ensured by the PMC shall include the following:

A	Materials, equipment, workmanship and end products	Type of tests and frequency at source and at site as available.
B	Degree of quality control measures	Acceptability criteria as per tender specifications set up of test facilities, sampling, frequency and testing.
C	Quality check	Rectification, corrective action surveillance, review of technical appraisal, performance.
D	Method Statements	Method Statements for all items of major works and any other minor works as required by the Engineer-in-Charge.
E	Records, reporting and Documentation	Formats for records keeping, reporting and analysing.

7.2.35 The PMC shall exercise complete day-to-day supervision during construction period of the assigned work, ensuring quality control in accordance with tender stipulations, specifications, drawing and site conditions and as required by the Engineer-in-Charge. Quality control will be exercised at all stages of construction viz. approval of materials thereof in proper proportion including prescribing norms for tests periodically and acceptability criteria and workmanship at all stages of execution of individual terms of work.

7.2.36 The PMC shall review and approve the test results/certificates and wherever tests indicate lack of conformance, it shall initiate action to secure conformance including additional tests as considered necessary to establish quality of the work desired.

7.2.37 The PMC shall note deficiencies in the contractor and supplier's work, cause corrections to be made, and check the remedial work and facilitate to rectify the deficiencies as per approved methods/ BIS provisions. Moreover, the PMC will not be discharged of its responsibility to get the defects rectified.

7.2.38 The PMC shall check that various products’ guarantees are available for enough period. The PMC shall conduct monthly technical quality audit in co-ordination with the Institute. For the purposes of independent testing, wherever required, all material / equipment shall be sent for testing / calibration only to such Labs that are accredited by NABL (National Accreditation Board for Testing& Calibration Laboratories).

7.2.39 The PMC is required to help establish, at the contractor’s cost, a testing laboratory at the site of construction work equipped with prescribed machinery, tools, plants

and equipment as directed by the Institute. The PMC shall ensure incorporation of necessary clauses in the Contract document regarding set up of field lab.

7.3 Post Construction Phase

7.3.1 The PMC shall engage in verification of the physical construction and installation of the various facilities and systems of the project towards or after completion in coordination with all consultants.

7.3.2 The PMC shall ensure the master snag/punch lists and the check-out tests for facilities and systems. Tests will be observed and/or approved by the Institute or its representative at its discretion. The Institute and all consultants may also contribute to the final snag/punch lists.

7.3.3 The PMC shall arrange for, coordinate and verify the contractors' or suppliers' corrections, modifications and adjustments, if any, to equipment and systems prior to final acceptance/handing over of each facility or system to the satisfaction of the Institute and/or operating staff.

7.3.4 The PMC shall recommend the Institute's acceptance of facilities or systems from the contractors for operation and use after arranging for sufficient training to the end users /operators at the Institute for each facility or system as per the respective contracts.

The PMC shall establish, effect and monitor a program for identifying and rectifying defects during the applicable Defects Liability Period including periodic monitoring and reporting. At the expiry of the Defect Liability Period, the PMC shall make a final inspection and list the defects to be rectified prior to issue of completion certificate.

7.3.5 The PMC shall solicit and obtain from the contractors, supply trade files, documents, test certificates, performance warranties/guarantees, spare parts list, maintenance manuals, no claim certificate and transmit the same to the Institute in both hard copy and electronic formats.

7.3.6 The PMC shall compile and arrange for the vetting of the equipment and systems operation and maintenance procedures / Manuals (and software system implementation) as provided by the contractors and suppliers to the satisfaction of the Institute prior to Completion Certificate. The PMC shall transmit all such manuals to the Institute and maintain documentation of the transmittals.

7.3.7 The PMC shall solicit and obtain either on its own or through the Contractor(s) or the Institute's architects, the as-built drawings immediately on completion of each area. Reviewing, verifying and approving the "as-built" corrections to all plans, drawings and other documents in coordination with all consultants and to the satisfaction of the Institute is the responsibility of the PMC.

7.3.8 The PMC to maintain SIX sets of hard copy and TWO soft copies and specifications marked with "as-built" conditions and transmit the same to the Institute.

7.3.9 The PMC shall also prepare completion certificate to be issued by the Engineer-in-Charge to the Contractor(s) on completion of their works.

7.3.10 PMC shall organize, in coordination with Institute's architects, for obtaining "Completion/Occupancy Certificate" from statutory authorities, wherever required.

- 7.3.11 The PMC shall prepare final project completion report(s), project expenses analysis, estimates and final account of expenditure in the format as desired by the Institute.
- 7.3.12 On completion of each building under the purview of this contract, the PMC shall prepare a detailed list of inventories of electrical, mechanical, firefighting, plumbing and sanitary fixtures and submit to the Engineer-in-Charge.
- 7.3.13 On completion of each building under the purview of this contract, the PMC shall prepare a Standard Measurement Book (SMB) for items of annual repair and maintenance, as per the direction of Engineer-in-Charge.
- 7.3.14 The PMC shall ensure that the constructed works and sites are cleaned and prepared for occupancy and use.
- 7.3.15 The PMC shall make suitable recommendations to the Institute on issue of completion certificates after the contractors and suppliers have satisfactorily completed all work under the terms of their contracts or purchase orders; and for final payment of the contractors after adjusting any liquidated damages and security Deposits.
- 7.3.16 Reconciliation of the quantities for the final bill shall be done by the PMC before the final bill is submitted to the Institute.
- 7.3.17 The PMC shall advise and assist the Institute in arbitration proceedings, the appeal of arbitration or litigation relating to the works, whenever required during and/or after the Consultancy assignment until 3 (three) years after the expiry of the Defect Liability Period or till closure of such proceedings whichever is earlier.
- 7.3.18 The PMC shall prepare O&M manuals for the completed Project(s) highlighting the important and salient technical aspects to achieve a longer Project life and smaller maintenance frequency. PMC shall also train Institute's personnel in operation and maintenance of the Project assets based on the Manuals so prepared.
- 7.3.19 The PMC shall carry out any other assignment given by the Institute towards fulfilment of the Objective of the Consultancy and which are restricted to such Services as are necessary for fulfilling the obligations of the Engineer-in-Charge.

7.4 PMC function during defect liability period

The PMC shall inspect the works at appropriate intervals during the Defect Liability Period. The PMC shall coordinate, review, monitor and ensure that the contractors shall replace/remedy the defects occurring under normal usages of works by the Institute, except for normal wear and tear under such usage during the defect liability period.

7.5 Measurement of Works of Contractor

7.5.1 Measurement and preparation of bill would be undertaken by the works Contractor and submitted in serially numbered measurement sheets in the approved format supplied by the Institute. Measurements recorded by the Contractor shall be checked by the PMC as following:

- a) 100% measurements shall be checked by the Project Engineer of the PMC who supervised the respective works;

- b) 50% of the measurements (at random) shall be re-checked by the Deputy Project Manager of the PMC.
- c) 10% of the measurements (at random) shall be re-checked by the Project Manager of the PMC.

A test check statement shall be submitted by the PMC in the prescribed format to be given by the Engineer-in-Charge showing dates of test check, extent and value of test check done by the respective engineers as stated in (a), (b) and (c) above. These test checks shall not overlap with test checks done by the subordinate engineers.

Delays on account of non-availability of personnel for measurements shall be considered deficiency of performance.

- 7.5.2 In the event of the PMC discovering a mistake in any measurement recorded by the Contractor, which is not a minor one nor a matter of misjudgement by the Contractor's engineer recording it, the Consultant shall inform each such instance to the Engineer-in-Charge for necessary action by the Institute against the Contractor in accordance with the works contract. The PMC shall arrange for joint correction with the Contractor's project manager of all such mistakes in the recorded measurements but not before the Contractor has taken suitable action against his engineer who recorded such measurements in the first place.
- 7.5.3 Further, the Institute shall carry out representative test checks of the measurements checked, verified and corrected by the PMC as described above. Necessary assistance required for such test checks by the Institute shall be provided by the PMC. The nominated Engineer of the Institute shall carry out a test check of not less than 10% of the measurements. These test checks will not overlap with test checks done by the PMC as specified in Clause 7.5.1.
- 7.5.4 In case any incorrect/irregular measurement is noticed by the Institute in the bill certified and forwarded by the PMC which is attributable to the collusion of the Consultant's Personnel with the Contractor's personnel, such Personnel shall be immediately removed from the Project. In case the noticed incorrect/irregular measurement is attributable to the carelessness of the PMC's Personnel, such Personnel shall be removed immediately from the Consultancy/Project and suitable substitute must be arranged by the Consultant. Further, for any mistake leading to excess billing in favour of the Contractor, either due to oversight of the Consultant's Personnel or done intentionally with the collusion of the Contractor Personnel, liquidated damages not exceeding an amount equal to 10% (ten percent) of the amount of excess payment shall be levied on the PMC.
- 7.5.5 For hidden items, which cannot be verified later on even through the latest non-destructive testing methods such as initial levels before the earthwork, the test checks shall be more comprehensive and stringent than those prescribed under the clause 7.5.1 above and further these shall be recorded in the presence of the Institute's representative. The Institute will notify such procedure from time to time.
- 7.5.6 The PMC shall indemnify the Institute for excess billing claimed by the Contractor and paid by the Institute, either due to oversight of the PMC's Personnel or done intentionally with the collusion of the Contractor Personnel. The PMC shall take out and maintain insurance at his own cost against this risk and for fulfilling its

responsibility against this indemnity. Any such excess billing to the Contractor shall be first recovered from the Performance Guarantee and the balance amount, if any, shall be recovered by claiming benefit from the professional insurance of the PMC.

7.6 PMC's Authority

7.6.1 The Project Manager of the PMC shall act as representative on behalf of the Engineer-in-Charge from the Institute and exercise such authority as may be delegated by the Institute for day-to-day working. Project Manager may further allocate and delegate such authority, as may be necessary for effective management of the Consultancy, to other Key Personnel in the Consultant's organization such as Deputy Project Manager with the prior approval of Engineer-in-Charge. All communication from the PMC shall be carried out by the Project Manager or such Personnel who have been delegated the requisite authority. One copy of all such correspondence emanating from the PMC addressed to other than the Engineer-in-Charge shall invariably be marked to him/her.

7.6.2 The Consultant shall however not have any power in respect of the following and it shall only make recommendations to the Engineer-in-Charge of the Institute in these matters:

- (a) Approving deployment of any specialized agency/ sub-contractor by the Contractor(s);
- (b) Granting Claims of Contractor(s);
- (c) Ordering suspension of Contractor's work;
- (d) Determining extension of time;
- (e) Waiving off the penalty and arranging the repayment of compensation for delay;
- (f) Acceptance of any substandard work;
- (g) Issuing a variation order;
- (h) Ordering any works/test beyond the scope of the Contract(s);
- (i) Determining rates for the extra items/extra work, substituted items and rates for deviated quantities beyond specified limits;
- (j) Any variation in the contract condition;
- (k) Approval to designs submitted by the Contractor(s);
- (l) Relieving the Contractor(s) of its duties, responsibilities and obligation stated in the respective Contract Contracts; and
- (m) Exercising authority for items other than those provided in these terms of reference and stipulated in the Contract.
- (n) Issuance of performance certificates to the Contractor or his specialized agency.
- (o) Issuance of completion certificate of works to the Contractor or his specialized agency.
- (p) Relieving the Contractor of his duties, responsibilities and obligations stated in their contract agreements.

8.0 Applicability

8.1 This document along with all other documents communicated from IIM Visakhapatnam to the PMC at the application stage or later at any stage till finalization of the agreement and during execution of a formal agreement and any other documents agreed as included between the two parties including the agreement of PMC services signed between them, except for the amendments,

additions or deletions effected in the subsequent documents, will form the basis of the contract governing the PMC services of this project.

- 8.2 Wherever a later provision has a conflict with or deviates from any earlier provisions, the later provision will supersede the earlier provision unless expressly stated or decided otherwise. Wherever a clarification or interpretation is required on such or other provisions or cases by either of the parties, the clarification or interpretation as given by the competent authority of the Institute shall be final and binding on the PMC.
- 8.3 If any inadvertent error is detected at any stage in the RFP document or in any other document subsequently supplied by IIM Visakhapatnam to the PMC Applicants, IIM Visakhapatnam will have the right to rectify such errors and on this any decision of the competent authority of the Institute shall be final and binding on the PMC.

9.0 Canvassing

Canvassing of any nature by the PMC Applicant or its officials or agents or anybody else on their behalf will be considered as a disqualification and the Application/proposal of such Applicants will be rejected.

10.0 Additional clauses:

- 10.1 **Limitation of Overall Liability:** Overall liability under the PMC's Contract for all guarantees or warranties of whatsoever nature, whether expressed or implied, and for all causes whatsoever, shall be limited to 10% of 'total contract value for 42 months' plus corrective services without any additional cost to the Employer for any faulty services arising due to reasons solely attributable to Consultant i.e. error or omission in the technical work/services performed by the Consultant in respect of the scope of services, provided that no such liability shall lie six months after the date of completion of services as defined under this Contract.

Consultant shall have no other guarantees, warranties & liabilities except as specifically mentioned in his Contract.

Nothing in his Contract shall be construed to have imposed any liability on the Consultant, for defects or otherwise, if the Consultant has to depend on data, process, technical information provided by Owner/Employer 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 circumstances beyond Consultant control."

- 10.2 The PMC shall warrant that the services to be provided by him under his Contract, and the technical documents to be developed shall be in accordance with sound and established engineering practices, using the applicable Standards, Codes and Regulations, for the purpose specified, free from defects and suitable for respective intended uses.
- 10.3 IIM Visakhapatnam may at any time terminate the contract by giving 30 days' notice without assigning any reasons. In case of termination of the contract for any reason; the PMC shall be compensated for the services performed up to the date of Termination.

- 10.4 The financial impact due to change in law on account of taxation rules in respect of taxes payable by IIM Visakhapatnam and rates or introduction of new taxes shall be to IIM Visakhapatnam's account.
- 10.5 **Language of Bid:** The bid prepared by the bidder and all correspondence/drawings and documents relating to the bid exchanged by bidder and the Institute shall be written in English language, provided that any printed literature furnished by the bidder may be written in another language so long as accompanied by an ENGLISH translation, in which case, for the purpose of interpretation of the bid, the ENGLISH translation shall govern. Metric measurement system shall be applied.
- 10.6 **Staffing Schedule:** The total implementation period for the PMC will consist of (i) individual construction periods of works contract; and, (ii) a defects-liability period, during which, the Consultant will be required to give only part-time input over the first 12 months of completion of each contract, as per the arrangement proposed.

The PMC's site team shall be mobilized progressively from the date of actual commencement of works by the contractors, or as decided by the Institute.

During the first 12 months of defects-liability period, the PMC's Project Manager along with other staff will be required to continue on a periodic basis, as and when required, which will be dealt with separately at the appropriate stage towards the completion of the construction works.

After award of the contract for Consultancy Services, the Institute expects all the proposed key personnel to be available during the implementation of the Contract as per the agreed staffing schedule. The Institute will not consider substitutions during the contract implementation except under exceptional circumstances. In case of such replacements, the Consultant will ensure that there is a reasonable overlap between the staff to be replaced and the replacements, wherever feasible/possible.

11.0 General Conditions of Contract

THE SUCCESSFULL BIDDER WILL NEED TO SIGN THE PORTION INDICATED IN GENERAL CONDITIONS OF CONTRACT.

11.1 GENERAL PROVISIONS

Definitions:

Unless the context otherwise requires, the following term whenever used in this Agreement have following meanings:

- a) **“Applicable Law”** means the laws and any other instruments having the force of law in India and the State of Andhra Pradesh in relation to activities in that State, as they may be issued and in force from time to time;
- b) **“Institute”** means the Indian Institute of Management Visakhapatnam represented by the Director or a person or body nominated by him for specified functions.
- c) **“Agreement”** means the Agreement signed by the Parties, together with all documents/Appendices attached hereto and includes all modifications made;
- d) **“Authorised Representatives”** is the person named by IIMV to execute the agreement and the administer the contract.
- e) **“Bank”** means any Scheduled or Institutional bank so designated for their banking transactions relating to this agreement.
- f) **“Consultant / PMC”** means and includes sub-consultant and their Personnel engaged for carrying out of services under this agreement;
- g) **“Effective Date”** means the date on which this Agreement comes into force;
- h) **“Personnel”** means persons hired by the Consultants or by any sub-consultant as employees and assigned to the performance of the Services or any part thereof;
- i) **“Key personnel”** means the personnel referred to in Appendix - 2A hereof;
- j) **“Party”** means the Institute or the Consultants, as the case may be, and Parties means both of them;
- k) **“Project”** means supervision and quality control work of Project packages described in **Annexure-2**;
- l) **“Services”** means the work to be performed by the Consultants pursuant to this Agreement for the purposes of the project hereof;
- m) **“Starting Date”** means the date referred to in Clause 13.3 hereof;
- n) **“Sub-Consultant”** means any entity to which the Consultant sub-contracts any part of the services in accordance with the provisions of this RFP hereof, and;
- o) **“Third Party”** means any person or entity other than the Government, the Institute, or the Consultants.

11.2 Relation Between the Parties:

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between Institute (IIMV) and the Consultants. The consultants, subject to the Agreement, have complete charge of their Personnel and Sub-Consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf.

11.3 Law Governing the Agreement: The Agreement with the PMC, its meaning and interpretation, and the Applicable Law shall govern the relations between the Parties.

11.4 **Language & Headings:** This Agreement to execute in English, shall be the binding and controlling language for all matters relating to the meaning or interpretation of the agreement. The Headings shall not limit, alter or affect the meaning of the Agreement.

11.5 **Notices:**

11.5.1 Any notice, request or consent required or permitted to be given or made pursuant to the Agreement shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, speed post or facsimile to such Party at the addresses specified hereunder: -

Agency Consultants: -----

Name and Address to be given Attention: -----

----- Phone: -----

E-mail. -----

[**Note:** In the agreement, these blanks are to be filled]

11.5.2 **Notice will be deemed to be effective as follows:** The notice shall be deemed to be effective in the manner and at time as specified as follows:

- i. In the case of personal delivery, against acknowledgment;
- ii. In case of speed post or registered mail; on delivery.

12.0 **Other Details:**

12.1 **Location:** The services shall be performed at Gambheeram Village, Anandapuram Mandal, Visakhapatnam.

12.2 **Authorised Representatives:** Any action required or permitted to be taken, and any document required or permitted to be executed under the Agreement by the Institute or the Consultants shall be valid only if authorised/signed by the competent authorities or personnel authorized by them.

12.3 **Taxes and Duties:** The Consultants and the personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this agreement and the Employer shall perform such duties in regard to the deduction of such tax as may be lawfully imposed. The quoted price shall be inclusive of all such taxes and duties.

Statutory variation in taxes (GST) and duties, if any, within the contractual completion period will be borne by the Institute. No variation in taxes, duties or levies other than those pertaining to statutory taxes and duties (as amended by the Central or State Government) shall be payable.

GST is reimbursable on submission of proof of remittance. Consultant will not claim from the Institute, any taxes paid by him.

The Institute shall deduct Income tax at source at applicable rates.

12.4 The conditions shown in Request for Proposal (RFP), Technical and Financial Bid shall form the part of the agreement.

13.0 Commencements, Completion, Modification and Termination of Agreement:

13.1 **Effectiveness of Agreement:** The agreement shall come into force and become effective on the date (the “Effective Date”) of the Employer notice to the Consultants instructing them to begin carrying out of the services. The notice shall confirm that the effectiveness conditions, if any, listed in Special Conditions (SC) of the agreement have been met.

13.2 **Termination of Agreement for Failure to Become Effective:** If this Agreement has not become effective within such time period after the agreement signed by the Parties as shall be specified in this agreement, Institute or the Consultant may, by not less than 15 days written notice to the other Party, declare this Agreement to be null and void, and in the event of such a declaration by either party, neither Party shall have any claim against the other party with respect hereto.

13.3 **Commencement of Services:** The Consultants shall begin carrying out the Services within 4 weeks from the date of agreement.

13.4 **Expiration of Agreement:** Unless terminated earlier pursuant to Clause 13.2, 14, 24 hereof, the Agreement shall expire when services have been completed and all payments have been made at the end of such time period after the ‘Effective date’ as shall be specified in this agreement.

13.5 **Liability of Parties:** This agreement contains all covenants, stipulations and provisions agreed by the parties. No agent or representative of either Party has authority to make, and the Parties shall not bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

13.6 **Modification:** Modifications of the terms and conditions of this agreement, including any modification of the scope of the services, may only be made by written agreement between the parties. However, each Party shall give due consideration to any proposals for modification made by the other Party.

13.7 Force Majeure:

13.7.1 Definition:

a) For the purposes of this agreement, “Force Majeure” means an event which is beyond the reasonable control of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, war, riot, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action which are not within the power of the Party invoking Force Majeure to prevent, confiscation or any other action by Government agencies.

b) Force Majeure shall not include any event, which is caused by the negligence or intentional action of a Party or such Party’s Sub-Consultant or agent or employees or,

- c) Force Majeure shall not include any event, which a diligent Party could reasonably have been expected to:
 - i. Take into account at the time of the conclusion of this Agreement and/or;
 - ii. Avoid or overcome in the carrying out of its obligations hereunder.
- d) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

13.7.2 No Breach of Agreement: The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of or default under this agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this agreement.

- a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay.
- b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

13.7.3 Consultation: Not later than thirty (30) days after the Consultants, as the result of an event of Force Majeure, have become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

13.7.4 Extension of Time: Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such party was unable to perform such action as a result of Force Majeure.

13.7.5 Payments: During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants shall be entitled to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of services and in reactivating the Services after the end of such period.

13.7.6 Suspension: The Institute, by written notice of suspension to the Consultants, may suspend all payments to the Consultants hereunder, if the Consultants fail to perform any of their obligations under this Agreement, including the carrying out of the Services provided that such notice of suspension (i) shall specify the nature of the failure and (ii) shall request the Consultants to remedy such failure within a period not exceeding fifteen (15) days after receipt by the Consultants of such notice of suspension.

The Institute, for any reasons beyond his reasonable control, may ask the consultant to suspend whole or part of the work/services for such time till the reasons are removed or settled. The extreme time period of such duration shall be granted as time extension on the original terms and conditions.

14.0 Termination:

14.1 By the Institute (IIMV): The Institute may by not less than fifteen (15) days written notice of termination to the Consultant, such notice to be given after the occurrence of any of the events specified in paragraphs (a) to (g) of this Clause, terminate this Agreement:

- a) If the Consultants fail to remedy the failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause 13.7.6 of this agreement hereinabove, within fifteen (15) days of receipt of such notice of suspension or within such further period as the Institute may have subsequently approved in writing;
- b) If the Consultants (or if the Consultants consists of more than one entity, (of any of their members) become insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- c) If the Consultants fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 20.3 of this agreement hereof;
- d) If the Consultants submit to the Institute, a statement which has a material effect on the rights, obligations or interests of the Institute and which the Consultants know to be false;
- e) If as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days;
- f) If the Institute, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement;
- g) If the Consultant, in the judgment of the Institute, was engaged in any activity falling under Conflict of Interests category as defined in Clause 15.1.3 hereof.

14.2 By the Consultants: The Consultants may, by not less than thirty (30) days written notice to the Institute such notice to be given after the occurrence of any of the events specified in paragraphs (a) to (d) of this Clause, terminate this agreement:

- a) If the Institute fails to pay any money due to Consultants pursuant to this GC and not subject to dispute pursuant to Clause 20 of this GC hereof within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue;
- b) If the Institute is in material breach of its obligations pursuant to this agreement and has not remedied the same within forty-five (45) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Institute of the Consultant's notice specifying such breach;

- c) If as the result of Force Majeure, the Consultants are unable to perform a material portion of the services for a period of not less than sixty (60) days; or
- d) If the Institute fails to comply with any final decision reached as a result of arbitration pursuant to Clause 20.3 of this GC hereof.

14.3 Cessation of Rights and Obligations: Upon termination of this Agreement pursuant to Clauses 14.1 to 14.2, 24 hereof, or upon expiration of this Agreement pursuant to Clause 13.4 of this agreement hereof, all rights and obligations of the Parties hereunder shall cease, except:

- (a) Such rights and obligations as may have accrued on the date of termination or expiration;
- (b) The obligation of confidentiality set forth in Clause 15.1.8 of this agreement hereof;
- (c) The Consultant's obligation to permit inspection, copying and auditing of their accounts and record set forth in Clause 15.2.2 of this agreement hereof;
- (d) The Consultant's obligations regarding default in performance of the services in accordance of the provisions of the agreement and for any loss suffered by Institute, whereof, as a result of such default; and
- (e) Any right, which a party may have under the Applicable Law.

14.4 Cessation of Services: Upon termination of this agreement by notice of either to the other pursuant to Clauses 14.1 to 14.2, 24 of this agreement hereof, the Consultants shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultants and equipment and materials furnished by Institute, the Consultants shall proceed as provided, respectively, by Clauses 15.2.5 to 15.2.6 of this agreement hereof.

14.5 Payment upon Termination: Upon termination of this agreement pursuant to Clauses 14.1 to 14.2, 24 of this agreement hereof, the Institute shall make the payment pursuant to Appendix - 4 of this agreement hereof for services satisfactorily performed prior to the effective date of termination, subject to other conditions of this agreement, to the Consultants (after offsetting against these payments any amount that may be due from the Consultants to Institute):

14.6 Disputes about Events of Termination: If either Party disputes whether an event specified in paragraphs (a) to (c) Clause 20.6 of this agreement hereof has occurred, such party may, within forty-five (45) days after receipt of notice of termination from the other party, refer the matter to arbitration pursuant to Clause 20.3 of this agreement hereof.

15.0 Obligations of the consultants:

15.1 General:

15.1.1 Standard of Performance: The Consultants shall perform the services and carry out their obligations hereunder with all due diligence, efficiency and economy, in

accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultants shall always act, in respect of any matter relating to this Agreement or to the Services, as faithful advisers to Institute, and shall at all times support and safeguard the Institute's legitimate interests in any dealings with Sub-consultants or Third Parties.

15.1.2 Law Governing Services: The Consultants shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Sub-consultants, as well as any personnel of the Consultant and/or Sub-Consultants and agents, comply with the Applicable Law time being in force.

15.1.3 Conflict of Interests:

15.1.4 Consultants not to benefit from Commissions, discounts etc. The remuneration of the Consultants pursuant to Appendix - 3 of this agreement hereof shall constitute the Consultant's sole remuneration in connection with this agreement hereof, the Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or to the Services or in the discharge of their obligations hereunder, and the Consultants shall use their best efforts to ensure that any of the Personnel and agents, or either of them, similarly shall not receive any such additional remuneration.

15.1.5 Procurement Rules of Funding Agencies: If the Consultants, as part of the Services, have the responsibility of advising Institute on the procurement of goods, works or services, the Consultants shall comply with any applicable procurement guidelines applicable and shall at all times perform such responsibility in the best interest of the Institute. Any discounts or commissions obtained by the Consultants in the exercise of such procurement responsibility shall be for the account of Institute.

15.1.6 Consultants and Affiliates not to engage in certain activities: The Consultants agree that, during the term of this agreement and after its termination, the Consultants and any entity affiliated with the Consultants, as well as any Sub-Consultant and any entity affiliated with such Sub-Consultant, shall be disqualified from providing goods, works or services (other than the services and any continuation thereof) for any Project resulting to the Services.

15.1.7 Prohibition of Conflicting Activities: The Consultants shall not engage and shall cause their personnel as well as Sub-Consultants and Their Personnel not to engage, either directly or indirectly in any business or professional activities, which would conflict, with the activities assigned to them under this Agreement.

15.1.8 Confidentiality: The Consultants, their Sub-Consultants and the personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Agreement, disclose any proprietary or confidential information relating to the project, the services, this agreement or the Institute's business or operations without the prior written consent of Institute.

15.1.9 Limitations of the consultant's liability towards Institute:

- a) Except in case of gross negligence or wilful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out of the services, the Consultants, with respect to the

damage caused by the Consultants to the Institute's property shall not be liable to Institute:

- i. For any indirect or consequential loss or damage, and
 - ii. For any direct loss or damage that exceeds: (A) the total payments for services made and expected to be made to the Consultant hereunder; or (B) the proceeds Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such a liability, whichever of (A) or (B) is higher.
- b) The limitation of liability shall not affect the Consultant's liability, if any, for damage to third Parties caused by the Consultants or person or firm acting on behalf of the Consultant in carrying Out the services.

15.2 Consultant's Shall:

15.2.1 Insurance to be taken out by the Consultants: The Consultants shall:

- i. Take out and maintain, and shall cause any Sub-Consultants to take out and maintain at their (or the Sub-Consultants, as the case may be) own cost but on terms and conditions approved by the Institute, insurance against the risks, and for the coverage's, as specified below; and
 - ii. At Institute 's request, provide evidence to the Institute showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.
- a) Third party motor vehicle liability insurance as required under Motor Vehicles Act 1988 in respect of motor vehicles operated in India by the Consultants or their personnel or any sub Consultant or their personnel for the period of the Consultancy; and
 - b) Employer's liability and worker's compensation insurance in respect of the personnel of the Consultant and of any Sub Consultant, in accordance with relevant provisions of the applicable law, as well as, with respect to such personnel, any such life, health, accident, travel or other insurance as may be appropriate.

15.2.2 Accounting, Inspection and Auditing:

The Consultants shall:

- i. Keep accurate and systematic accounts and records in respect of the Services, hereunder, in accordance with accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the bases thereof; and
- ii. Permit Institute or its designated representative periodically, and up-to one year from the expiration or termination of this agreement, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Institute.

15.2.3 Consultant's Actions requiring Employer's prior Approval: The Consultants shall obtain Institute's prior approval in writing before taking any of the following actions:

- a) Appointing such members of the Personnel as are listed in Appendix - 2A merely by title but not by name;
- b) Entering into a subcontract for the performance of any part of the Services, it being understood that:
 - i. The selection of the Sub-Consultant and the terms of conditions of the Sub-Contract shall have been approved in writing by Institute prior to the execution of the Sub-Contract; and
 - ii. That the Consultants shall remain fully liable for the performance of the Services by the Sub-Consultant and its personnel pursuant to this agreement;

15.2.4 Reporting Obligations: The Consultants shall submit to the Institute the reports and documents specified in the scope of work, in the numbers and within the time set forth in the Said Para and also furnish specific data/information called for by Institute as and when required.

15.2.5 Documents Prepared by the Consultants to be the Property of the Employer: All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultants for the Institute under this agreement shall become and remain the property of the Institute. The Consultants shall, not later than upon termination or expiration of this Agreement, deliver all such documents etc. to Institute, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software. Restrictions about the future use of these documents and software, if any, shall be specified.

15.2.6 Equipment and Materials furnished by Institute: Equipment and materials made available to the Consultants by Institute or purchased by the Consultants with funds provided by the Institute shall be the property of Institute and shall be marked accordingly. Upon termination or expiration of this agreement, the Consultants shall make available to the Institute an inventory of such equipment and material and shall dispose of such equipment and materials in accordance with the Institute's instruction.

16.0 Consultant's Personnel and Sub consultants:

16.1 General: The Consultants shall employ and provide such qualified and experienced Personnel and sub-consultants as are required to carry out the Services.

16.2 Approval of Personnel: The Key Personnel listed by title as by name are hereby approved by Institute. In respect of other personnel, which the Consultants propose to use in the carrying out of the Service, the Consultants shall submit to Institute for review and approval of a copy of their biographical data. If Institute does not object in writing (stating the reasons for the objection) within thirty (30) calendar days from the date of receipt of such biographical data, such Key Personnel shall be deemed to have been approved by the Institute.

16.3 Removals and / or Replacement of Personnel:

- a) Except as Institute may otherwise agree, no changes shall be made in the Key Personnel. If for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Personnel, the Consultants, shall forthwith provide as a replacement a person of equivalent or better qualifications acceptable to the Employer, such replaced person shall be inducted only after approval by Institute;
 - b) If the Institute (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the personnel, then the Consultants shall, at the Institute's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to Institute.
- 16.4 Project Manager and State Project Manager:** The Consultants shall ensure that at all times during the Consultants performance of the Services. Under this agreement, a Project Manager at Visakhapatnam and in the Project office, acceptable to the Institute, shall take charge of the performance of such services.
- 17.0 Obligations of the Employer:**
- 17.1 Assistance and Exemptions:** Institute will assist consultant in grant of following from Government:
- a) Provide the Consultants, the Sub-Consultants and Personnel with work permits and such other documents as shall be necessary to enable the Consultants, Sub-Consultants and Personnel to perform the Services;
 - b) Assist the Consultants, sub-Consultants and the Personnel employed by them for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law;
- 17.2 Access to Land:** The Institute warrants that the Consultants shall have free of charge unimpeded access to all sites of operation at the allotted land in respect of which access is required for the performance of the services.
- 17.3 Currency of Payment:** All payments under this agreement shall be made by Account Payee Cheque or through RTGS in Rupees.
- 18.0 Fairness and Good Faith:**
- 18.1 Good Faith:** The Parties undertake to act in good faith with respect to each other's rights under this agreement and to adopt all reasonable measures to ensure the realization of the objectives of this agreement.
- 18.2 Operation of the Agreement:** The Parties recognize that it is impractical in this agreement to provide for every contingency Which may arise during the life of the agreement, and the Parties hereby agree that it is their intention that this agreement shall operate fairly as between them, and without detriment to the interest of either of them and that if during the term of this agreement either Party believes that this agreement is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness,

but on failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with GC Clause 20 thereof.

- 19.0 Action when the Key Personnel not provided:** The Consultant is required to provide the Key Personnel with qualification and experience as offered /agreed. The team given in Technical Proposal will have to be employed on the work. No replacement will be allowed for six months. However, the changes of team members will be allowed only in exceptional circumstances on approval of the Institute.

If the services of required staff are not made available at proper time and in specified number, the proportionate payment shall be deducted from the bills of the Consultant. In addition, the Consultant shall be liable for action under other clauses of the contract that may ultimately result in the termination and or black listing of the contract.

The Consultant shall be liable for defects, discrepancies and disorders etc. in works executed under his supervision.

20.0 Settlement of Disputes:

- 20.1 Amicable Settlement:** The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this agreement or the interpretation thereof.

- 20.2 Dispute Settlement:** Any dispute between Institute (including disputes raised by State Agencies through the Institute) and the Consultants as to matters arising pursuant to this agreement, which cannot be settled amicably within thirty (30) days after receipt, by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in Clause 20.3 hereof.

- 20.3 Arbitration:** In the case of any dispute arising from or in relation to or in connection with the Contract between the Employer and the Consultant, which has not been settled amicably, the Employer shall stand empowered, at its sole discretion, to refer the dispute for Arbitration to a third-party Arbitrator to adjudicate upon the dispute, in accordance with the Indian Arbitration and Conciliation (Amendment) Act 2015 (Act 3/2016) or any statutory modification or re-enactment thereof and the rules made thereunder for the time being in-force and the same shall be binding on the Consultant. The costs of arbitration shall be borne by the parties, equally. All disputes pertaining to the Contract shall be subject to the jurisdiction of civil courts in the city of Visakhapatnam, Andhra Pradesh.

- 20.4** It is the term of this contract that the Party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such dispute along with notice for the appointment of Arbitrator and giving reference to the rejection by the Adjudicator.

- 20.5** The cost and expenses of arbitration proceedings shall be paid as determined by the arbitrator.

- 20.6 Miscellaneous:** In any arbitration proceeding hereunder:

a) Proceedings shall, unless otherwise agreed by the Parties, be held at Visakhapatnam, where the dispute arises;

- b) The English language shall be the official language for all purposes; and
- c) The decision of the arbitrator shall be final and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

21.0 Jurisdiction: The Agreement has been entered into at Visakhapatnam and its validity, construction, interpretation & legal effects shall be to the exclusive jurisdiction of the courts of Visakhapatnam. No other jurisdiction shall be applicable.

22.0 Assignment: The Consultant shall not have the right to assign or transfer the benefit and obligations of the contract or any part thereof to the third party without the prior express approval in writing of the Institute, which the Institute may do, at its own discretion. However, even in event of such an arrangement, all the legal/contractual obligations shall be binding on the Consultant only.

23.0 Liabilities: Without prejudice to any express provision in the Contract, the Consultant shall be solely responsible for any delay, lack of performance, breach of agreement and/or any default under this contract.

The Consultant shall remain liable for any damages due to its negligence, within the 12 months following the issuance of the provisional acceptance certificate of the contract.

The amount of liability will be limited to 10% of the contract value.

24.0 Termination of contract:

24.1 Termination for Default: The Institute reserves its right to terminate / short close the contract, without prejudice to any other remedy for breach of Contract, by giving one month notice, if the Consultant fails to perform any obligation(s) under the Contract and if the Consultant does not cure his failure within a period of 30 days (or such longer period as the Institute may authorize in writing) after receipt of the default notice from the Institute.

24.2 Termination for Insolvency: The Institute may at any time, terminate the Contract by giving written notice without compensation to the Consultant, if the Consultant becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Institute.

24.3 Termination for Convenience: The Institute may, by written notice sent to the Consultant, terminate the contract, in whole or part, at any time for its convenience. However, the payment shall be released to the extent to which performance of work executed as determined by the Institute, till the date upon which such termination becomes effective.

APPENDICES

Technical Proposal

1. Please explain your objectives, approach, methodologies, likely problems & solutions.
2. Please provide a projected work plan with justification for the IIM Visakhapatnam project.
3. Please provide a work schedule and a detailed list of final outputs to be delivered.
4. Please provide your quality assurance plan.
5. Please provide details of the PMC team being deployed on IIM Visakhapatnam project & site.
6. Please provide in brief, background of the key members in the PMC team. If some sub-consultant is to be employed, then the background of that sub-consultant must be mentioned, provided they are mentioned by name and it is guaranteed that the named persons will be employed in the project. Please provide enough information for calculating the marks in the evaluation criteria. If enough information is not available about some parameter/factor, during evaluation, 0 (zero) marks will be assigned to that parameter/factor. **See Appendix 2A** for a list of minimum requirements of the PMC team.
7. Please provide information on the total number of projects currently working on and their project features (not more than one page on each project).
8. Please provide references not below the level of Project Manager from the major Institutes/Authorities/Organizations where projects were successfully carried out, for similar or comparable assignments. Evidence on the projects should be attached.
9. Please provide information about any payment forfeiture or declared default of contract
10. In case of company/firm, Memorandum of Association and Articles of Association shall be furnished.
11. If any litigation the Applicant is involved in, such information shall be furnished.
12. For each relevant project, fill the table below (replicate and modify as needed; each project information should fit in one page).

Project name, Location, and brief description of its nature	
Project owner	
Briefly describe the general specifics of the finished project/building	
List the green technologies/features used particularly for cooling and water harvesting	
Total covered area (in sq. m.)	
Total cost of the Project	
Duration (from getting the appointment to handover)	
Planned Date of Completion:	Actual date of completion for completed projects
References (name, title, tel. No/e-mail)	
Copies of letters from the relevant Institute/Organization/Authority)	

Evaluation Criteria for Technical Proposal

Criteria, Sub-Criteria and point system for the evaluation are:

Essential	Max Marks	Criteria
Experience of similar projects of comparable size, complexity and technical specialty	5	Full marks will be awarded to the tenderer having the highest number of eligible assignments in respect of Project Management Services of similar works. Tenderer having the lowest number of eligible assignments required for eligibility in terms of clause 2.1 will be awarded 50% of the full marks; other eligible tenderer will be awarded marks pro-rata between above two extremes based on the number of eligible assignments.
Project Management Consultancy (PMC) work undertaken for building construction and allied works under any Government Organization/ Public sector units/ Autonomous bodies of Central or State Governments/ Universities	5	Criteria as above will apply in respect of construction of educational institutions/ universities.
Experience in providing consultancy services to IIM's/IIT's.	5	Full marks if at least one work is completed.
Track record of completed projects	5	3 points (per project) if time delay < 5%; 2 points (per project) if time delay is between 5 & 10%; 1 point (per Project) if time delay >10%;
Track record of completed projects	5	3 points (per project) if cost overrun < 5%; 2 points (per project) if cost overrun: between 5 & 10%; 1 point (per project) if cost overrun >10%;
Experience of the relevant personnel as listed in the Appendix - 2A.	10	Will be decided on the submission of CV's for the Proposed staff of the project. Refer Appendix-2A.

International guest Houses and hostel buildings with all modern facilities, modern kitchens, BMS and Energy saving systems.	1	Full marks if at least one work is completed
Sports complexes, large size swimming pools, stadiums and amphitheatre etc.,	1	Full marks if at least one work is completed
Green building Awards /certification as per GRIHA Standards - Number of Projects executed, similar in scope during last Seven (07) years.	10	<ul style="list-style-type: none"> • 5 points each for each Project with a 5-star rating; • 4 points each for each Project with a 4-star rating; • 3 points each for each Project with a 3-star rating; • 2 points each for each Project with a 2-star rating; • 1 point each for each Project with a 1-star rating or a citation by the GRIHA or equivalent.
Large Electrical installations including sub-stations, distribution networks, DG sets of 2MVA or more.	1	Full marks if at least one work is completed.
HVAC plants of more than 3000 TR capacity.	1	Full marks if at least one work is completed.
Plumbing works, Sewage Treatment Plants of more than 3MLD capacity.	1	Full marks if at least one work is completed.
Proposed Methodology, Work Plan and Presentation - Evaluation will be based on the quality of submissions by a Committee constituted by Institute.	50	60-minute power point presentation shall be made by the Applicant.
Total	100	

Note: If the Applicant plans to use some defined partners/sub-consultants for some of the services, including CDM consultants, then for evaluating the Experience of the personnel, data of partners will be used, provided the partner is clearly specified and there is clear commitment that same partner will actually be used during project execution.

Minimum staffing Requirements

S. No	Position	Minimum years of Experience	Minimum qualification	Minimum Number	Duration in Months *
1	Project Manager	20	Degree in Civil Engineering	1	30
2	Deputy Project Manager - Civil	12	Degree in Civil Engineering	1	30
3	Deputy Project Manager - Electrical	12	Degree in Electrical Engineering	1	30
4	Deputy Project Manager - Mechanical	12	Degree in Mechanical Engineering	1	30
5	Project Engineer - Civil	5	Degree in Civil Engineering	2	30
6	Project Engineer - Electrical	5	Degree in Electrical Engineering	1	30
7	Project Engineer - Mechanical	5	Degree in Mechanical Engineering	1	30
8	Planning Engineer - Civil	6	Degree in Civil Engineering	1	30
9	Planning Engineer - Electrical	6	Degree in Electrical Engineering	1	30
10	Quality Engineer - Civil	8	Degree in Civil Engineering	1	30
11	Quality Engineer - Electrical	8	Degree in Electrical Engineering	1	30
12	Architect	5	Degree in Architecture	1	30
13	Engineer - Environmental	5	Degree in Environmental Engineering / Sciences	1	30
14	Engineer - Safety	5	Degree in Safety Engineering/ Management	1	30
15	Horticulturist	5	Degree/ diploma in Horticulture	1	30
16	Office Superintendent	10	Degree with relevant experience	1	30
17	Office Assistant	3	Diploma in Engineering with AutoCAD Proficiency	1	30
	Total			18	

* Before deputing the man power, Consultant shall discuss with Institute to arrive the commencement date of resource.

Format of Financial Bid

Title of Project: Appointment of PROJECT MANAGEMENT CONSULTANT (PMC) to “Provide Project Management Consultancy services for the development of Permanent Campus (Phase - I Works) of IIM Visakhapatnam.”

SCHEDULE OF FEES

Brief Description of Item	Consultancy fees payable, as a (%) percentage of the estimated cost work or actual cost of work (whichever is less) for which services are provided by the Consultant, excluding GST	
	% of Consultancy fees in figures	% of Consultancy fees in words
Providing Project Management Consultancy (PMC) Services as per scope of work and terms and conditions of the RFP document.		

Terms and conditions for quoting the total Consultancy Fees:

1. I/We hereby offer our consultancy services for a total fee as indicated above and as per scope of consultancy and terms and conditions defined in the RFP/bid document.
2. I/ We have read and examined the RFP, Invitation for proposal, scope of consultancy services, Project details, GC, mode of payment, Payment terms and other terms and conditions and all other contents in the bid documents of the work.
3. The maximum total consultancy fee (all inclusive) payable shall not be more than 3% (Three per cent) (excluding GST which shall be payable extra as per applicable rates) of the estimated cost or actual cost of work (whichever is less) for which consultancy services are rendered. However, applicants are free to quote a lower fee. In case any applicant quotes the consultancy fee higher than 3%, it shall be restricted to maximum 3% and in case of non-acceptance by the Applicant, the bid shall be treated as conditional bid and would be liable for rejection.
4. No change in the above format of Schedule of Fee, or conditions attached thereto or qualifications thereof, or deviations therefrom would be acceptable. In such a case, the bid shall be treated as conditional bid and would be liable for rejection.
5. Format of Financial bid is uploaded on Tender Wizard site. It is mandatory for all the applicants, price shall be quoted only in this format and should not mention price bid information anywhere else in the Technical Bid/documents. Otherwise, the bid is liable to be rejected.
6. Applicant shall quote a fee that is complete, including all taxes, levies, incidental costs, cost of maintenance of staff and equipment on site and all other overheads with the sole

exception of the GST. The GST shall be paid by IIM Visakhapatnam in addition to the professional fee quoted.

Date 2018

For & On Behalf of the Applicant

Place:

Authorized Signatory with Seal

IIMV Permanent Campus - Area Statement

Sl.no	Facilities required in IIMV	Phase - 1
1	2	3
A	Master Plan	50-acre
B	Academic/Admin/Library/Labs	
1	Class-room complex	7850 sq.m.
2	Faculty Building	7500 sq.m.
3	Computer Center & Communication services - Telephone exchange	984 sq.m.
4	Virtual learning Center / Audio visual Center	0
5	Central library facilitating Digital access	2000 sq.m.
6	Management Development / Executive Development Programs (MDP/EDP) Center	0
7	Administrative Complex	5500 sq.m.
8	Incubation Center	850 sq.m.
	Total - B	24684 Sq.m
C	Residential area- hostels+ faculty+ staff quarters	
1	Boys hostel	25000 Sq.m.
2	Mixed hostel (Girls + Fellow Program in Management or PhD students)	
3	Kitchen-cum-dining hall complex	3500 sq.m.
4	Student Canteen	0
5	Director's Residence	0
6	Faculty Residence	0
7	CAO + FA&CAO Residence	
8	Medical Officer Residence	
9	Non-teaching staff residence (3200+3120+1890+1874)	0

	Total - C	28500 Sq.m.
D	Sports Facility & Common Facilities	
1	Student-activity Center	2500 sq.m.
2	Satellite Shopping Complex	0
3	Auditorium / Conference Center	2500 sq.m.
4	Faculty Club	0
5	Community Center	0
6	Commercial Facilities for Staff	0
7	Guest House	1500 sq.m.
8	Health Center	0
9	Worship/Mediation place	0
10	Electrical Sub Station	700 sq.m.
	Total - D	7200 Sq.m.
	Grand Total	60384 Sq.m.

Payment Terms to PMC

Payment Milestones: The Institute shall make the payments against the invoices raised by the PMC in accordance with the payment milestones as set forth in table below, within 30 days from the date of submission of the respective invoice except where there is an objection / disagreement on the bill by the Institute:

- a) Pre-Construction Phase: 15% (Fifteen percent) of the fees, Payment milestone during pre-construction phase shall be as follows:
 1. On submission of survey reports, i.e. Geotechnical survey and Hydrological survey - 3% (three percent) of the total fees.
 2. On completion of Civil & Structural design engineering and it's vetting - 5% (five percent) of the total fees.
 3. On approval of tender documents to invite the bids for the appointment of the Contractor- 4% (four percent) of the total fees.
 4. On commencement of construction work by the selected Contractor - 3% (three percent) of the fees.
- b) Construction Phase and project closure: 70% (Seventy percent) of the fees. Payment milestone during construction phase shall be as follows:
 1. 60% (Sixty percent) of the fees for construction phase shall be released on pro-rata, linked with the payment made to the contractor on monthly basis.
 2. 10% (Ten percent) of the fees for construction phase shall be released after settlement of accounts, settlement of CTE / audit observation arbitration or any other observations, handing over of work and obtaining occupancy certificate and other approvals as per scope of the services of project management consultant.
- c) During O&M Phase: 15% (Fifteen percent) of the fees. Payment during O&M phase shall be as follows:
 1. Total time frame of O&M period shall be 12 months.
 2. Payment shall be made in equal quarterly instalments.

Checklist of Bid Submission

S. No	Item	Yes/No	Document Submission
	Annexures		
1	Bid security Declaration (Annexure -1)		To be uploaded on Tender wizard. Supporting documents to be submitted with Proposal bid.
2	General Information (Annexure 2)		To be uploaded on Tender wizard. Supporting documents to be submitted with Proposal bid.
3	Detail of Turnover and net - worth of last 3 years (certified as latest) of your company (Annexure - 3)		To be uploaded on Tender wizard. Supporting documents to be submitted with Proposal bid.
4	Letter of Transmittal (Annexure 4)		To be uploaded on Tender wizard and to be submitted with Proposal bid.
5	Affidavit (Annexure 5)		To be uploaded on Tender wizard and to be submitted with Proposal bid.
6	Pledge of Compliance (Annexure 6)		To be uploaded on Tender wizard and to be submitted with Proposal bid.
7	Details of Similar completed works during last seven years (Annexure - 7)		To be submitted at IIM Visakhapatnam with the proposal bid.
8	Applicant's Experience: Project Sheet (Annexure - 8)		To be submitted at IIM Visakhapatnam with the proposal bid.
9	CV's of staff available with Applicant (Annexure - 9)		To be submitted at IIM Visakhapatnam with the proposal bid.
10	Company's Management Structure with Details of Key Personnel (Annexure - 10)		To be submitted at IIM Visakhapatnam with the proposal bid.
11	Integrity pact (Annexure -11)		To be uploaded on Tender wizard and to be submitted with Proposal bid.
	Appendices		
12	Detailed Proposal (Technical bid) Appendix - 1		To be submitted at IIM Visakhapatnam in Spiral bound format with indexing.
13	Financial Proposal (Price Bid) Appendix - 3		To be filled & Submitted in Tender Wizard portal only.

	Others		
14	Evidence of Timely Completion of Past Projects (Specify No. of documents)		To be submitted at IIM Visakhapatnam with the proposal bid.
15	Projected Work Plan (Specify No. of pages)		To be submitted at IIM Visakhapatnam with the proposal bid.

For & On Behalf of the Applicant

Authorized Signatory

Date:

Note:

- This list is not exhaustive and there may be other documents to be attached based on the entries of your proposal.
- The bid documents should be submitted online on Tender Wizard portal and the Proposal and supporting documents should reach IIM Visakhapatnam before the last date.

ANNEXURES

Bid Security Declaration

(Drawing upon the Manual for Procurement of Consultancy & Other Services 2017 dated 18/4/2017 of the Dept. of Expenditure, Ministry of Finance, GOI, Section 6.2.6 (iv) - Bid Securities)

We hereby accept that if we withdraw or modify our bid during the period of validity, or if we are awarded the contract and we fail to sign the contract, or to submit a performance security before the deadline defined in the request for proposal (RFP) document, we may be suspended for a period of five years from being eligible to submit Bids/Proposals for contracts with IIM Visakhapatnam.

For & On Behalf of the Applicant

Authorized Signatory

Date:

Proforma: General Information

Sl. No	Particulars	Details
1	Bidder's name/ Organization Name	
2	Address for communication	
3	Contact Person	
	Designation	
	Telephone Number (office)	
	Mobile Number	
	Email Id	
4	PAN Number	
5	GST registration number	
6	Bank Particulars	
	Account name	
	Type of A/c: (SB/CA/CC)	
	A/c No.	
	IFS Code	
	Name of the Bank	
	Branch	

For & On Behalf of the Applicant

Authorized Signatory

Date:

Detail of Turnover and Net-worth of last 3 years

This information is required in the case of all Individual Applicants/Each Constituent Member of the PMC Consortium. Details of turnover should be provided for last three years. The turnover shall mean the receipts towards professional fee for Project Management Consultancy Services only.

Attach proof of the financial statement* certified by auditor.

Year	Turn Over (Rs. Lakh)	Net Profit (Rs. Lakh)	Net Worth (Rs. Lakh)
2015 - 16			
2016 - 17			
2017 - 18			

Net Profit: After depreciation, interest and taxes.

For & On Behalf of the Applicant

Authorized Signatory

Date:

Letter of Transmittal

To,

The Director,
IIM Visakhapatnam,
Andhra Bank School of Business Building,
Andhra University,
Visakhapatnam - 530003

Sir,

1. I/we have read and examined the complete RFP document.
2. I/we hereby express our interest for undertaking the work referred to in the RFP.
3. I/we agree to abide by and fulfil all the terms, condition, and provisions of the RFP document which shall be binding on us.
4. I/we confirm that the information provided by us in our Proposal is truthful and have no further pertinent information to supply.
5. I/we understand that we are liable to be disqualified if any information provided by us is found to be false, inaccurate or incorrect or any information that should have been supplied as such has been suppressed, mis-represented or stated only partially by me/us.
6. I/we are willing to submit ourselves for negotiations if IIM Visakhapatnam desires so.
7. I/we authorize Competent Authority of the Institute or his authorized representative, to approach any individuals or our current or past employees/employers/clients to verify our competence and general reputation.

Encl:

Seal:

Date:

Signature of the Applicant

(Note: It is the responsibility of the Applicant to ensure that all necessary documents are attached with the proposals, including references and certificates, affidavits, MOUs, etc.).

Annexure 5

To be sworn on a non-judicial stamp paper of Rs. 100/-

AFFIDAVIT

*I/We _____ Director/Proprietor/Partner of _____ (mention name of firm/company/consortium and the complete address) do hereby solemnly affirm and declare as under:

1. That *I/We _____ *am/are registered as (mentioned name of *firm/company/consortium) vide registration No. _____ under the provisions of _____ (mention the name of the Act).
2. That *I/We _____ have applied in response to the Request for Proposal of the Competent Authority of IIM Visakhapatnam for appointment as Project Management Consultant for Implementation of Indian Institute of Management (IIM) Visakhapatnam Campus, Andhra Pradesh.
3. That the above-named Applicant is eligible to submit the aforesaid proposal as neither the Applicant nor any of its constituents have been barred by the Central Government and/or any State Government of India or any other organization/body of Central/State Government at any time prior to the date of submitting the affidavit.
4. That the above-named Applicant during the last three years has neither failed to perform on any agreement nor was expelled from any project or agreement nor any agreement terminated for any breach by the Applicant.

DEPONENT

VERIFICATION

I/we _____ the above-named deponent do hereby verify that the contents of the aforesaid paragraphs 1 to 4 are true and correct to the best of *my/our knowledge and belief and nothing is concealed therefrom.

Verified at _____ (place) this _____ day of _____ 20__.

DEPONENT

Pledge of Compliance

(To be given by an Official not less than the Head of Company's PM Operations)

Name:

Designation:

Date:

DECLARATION

I, _____ (name & designation with company name), acting on behalf of (company name & address), which is an Applicant for the **PROJECT MANAGEMENT CONSULTANT (PMC) to "Provide Project Management Consultancy services for the development of Permanent Campus (Phase - I Works) of IIM Visakhapatnam"**, hereby undertake that my company is fully conscious that the role of the PM is to assist IIM Visakhapatnam in the total management of the Project or in parts of it as agreed under specified terms and conditions of the contract including those specified under the present RFP, and that, if my company is selected for providing the PM services to IIM Visakhapatnam, at no point of time my company or its officials performing the PM responsibilities on its behalf, or any associates sub-hired by us for executing any activity in the part of the project assigned to us, shall consciously or callously do anything to delay, obstruct or stall the progress of the project or any activities, decisions of actions related to the project, nor shall it refuse to cooperate or comply with any provisions of the agreement or with any instructions issued by IIM Visakhapatnam, for the stated or unstated reason that IIM Visakhapatnam's position, approach or assessment related to any elements or aspects of the project is at variance with the position, approach or assessment of my company or its officials.

It is further undertaken that in the event of any breach of the above undertaking during the entire period of project implementation assigned to my company, the full responsibility of any losses incurred by IIM Visakhapatnam, including financial, time or reputation losses, as assessed by IIM Visakhapatnam shall lie with my company and its officials and my company shall fully compensate IIM Visakhapatnam for all such losses without resort to conciliation or arbitration processes.

Signature:

Name:

Address:

Official Seal

Annexure 7

Company/Firm's Experience List of PM service or Similar Work*

(Details of major PM service work of similar nature executed during the last seven years:
Maximum ten projects)

Name of Company / Firm:

S.No.	Name of work	Address and Contact detail of client	Date of		Project cost in Mn. of Rs.	Cost of consultancy work in Mn. of Rs.	Project area in square meters	Current stage of the project
			Start	Completion				

S. No	Name of work	Address & contact details	Date of		Tendered value (Rs.)	Final value (Rs.)	Tendered time	Actual time	Land area (sqm)	Built up Area (sqm)	Foot-print area (sqm)
			Start	Completion							

For & On Behalf of the Applicant

Authorized Signatory

Date:

Applicant's Experience: Project Sheet

(for every project, subject to a maximum of 10 largest)

1. Assignment Name:	9. Approx. value of contract (in Rs.)
2. Country:	10. Duration of assignment (months):
3. Location within country:	11. Total no. of staff-months of the assignment:
4. Name of client:	12. Approximate value of the services provided by your firm under the contract (in current Rs.):
5. Address:	13. No. of professional staff-months provided by associated consultants:
6. Start date (month /year):	14. Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as project Director / Coordinator, Team Leader):
7. Completion date (month / year):	
8. Name of associated consultants, if any:	

Narrative description of Project:

Description of actual services provided by your staff with in the assignment:

Applicant's Name:

For & On Behalf of the Applicant

Authorized Signatory

Date:

Place:

CVs of staff available with Applicant

Individual Applicant to indicate the key staff employed as on (closing date of RFP submission).

Applicant may suggest their field of specialization as per their experience.

The indicative fields of specialization of key staff are architecture, civil and structural engineering, mechanical, electric, electronic and communication engineering, environmental conservation, water and sewerage engineering, financial planning, legal and regulatory affairs etc.

For & On Behalf of the Applicant

Authorized Signatory

Date:

Note:

The above fields of specialization are indicative.

One-page CV of all key experts must be furnished.

Company's Management Structure with Details of Key Personnel

Individual Applicant / Each Constituent Member of the consortium should provide details of the company's current management structure / detail of key personnel and its principal's management organization structure / detail of key personnel on separate sheet clearly indicating the reference.

For & On Behalf of the Applicant

Authorized Signatory

Date:

INTEGRITY PACT (IP)

(Bidder shall submit the Integrity Pact on a non-judicial stamp paper of ₹100/- duly signed by the person(s) signing the bid)

This Integrity Agreement is made at.....on this.....day of..... 20__

BETWEEN

The Director, IIM Visakhapatnam represented through _____, (Here in after referred as the IIM Visakhapatnam, Andhra Bank School of Business Building, Andhra University Visakhapatnam - 530003, 'Principal/Owner', which expression shall unless repugnant to the meaning or context here of include its successors and permitted assigns)

AND

.....
 (Name and Address of the Individual/ firm/ Company) through.....(Herein after referred to as the (Details of duly authorized signatory) "Bidder/Contractor" and which expression shall unless repugnant to the meaning or context here of include its successors and permitted assigns)

Preamble

WHEREAS the Principal /Owner has floated the Tender (Ref. No. IIMV/PMO/T/08/2018-19)(here in after referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for **"Appointment of PROJECT MANAGEMENT CONSULTANT (PMC) to "Provide Project Management Consultancy services for the development of Permanent Campus (Phase - I Works) of IIM Visakhapatnam"** hereinafter referred to as the "Contract".

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relationship with its Bidder(s) and Contractor(s).

ANDWHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "Integrity Pact" or "Pact"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties here by agree as follows and this Pact witnesses as under:

Article 1: Commitment of the Principal / Owner

The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:

1. No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to;

2. The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal / Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.

3. The Principal/ Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature. If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the competent vigilance official and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder(s)/Contractor(s)

(1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the IIM Visakhapatnam /Department all suspected acts of raider corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.

(2) The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:

- a. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
- b. The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
- c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly (for the purpose of competition or personal gain), or pass onto others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/ representatives in India, if any. Similarly, Bidder(s) /Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign

principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participates in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

- e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- f. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- g. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a wilful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the IIM Visakhapatnam interests.
- h. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may be fall up on a person, his/her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contractor its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/Contract or accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

(1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put this reliability or credibility in question, the Principal/Owner after giving 14 days' notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.

(2) Forfeiture of Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contractor has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Performance Guarantee and Security Deposit of the Bidder/Contractor.

(3) Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a Bidder

or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

(1) The Bidder declares that no previous transgressions occurred in the last 5years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.

(3) If the Bidder/Contractor can prove that he has resorted/ recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/ Contractors/ Sub contractors

(1) The Bidder(s)/Contractor(s) undertake(s) to demand from all sub-contractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s)of the principles laid down in this agreement/Pact by any of its Subcontractors/sub-vendors.

(2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.

(3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6- Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded. If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, IIM Visakhapatnam.

Article 7 - Other Provisions

(1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Division of the Principal/Owner, who has floated the Tender.

(2) Changes and supplements need to be made in writing. Side agreements have not been made.

(3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.

(4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intensions.

(5) It is an agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement/ Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation there of shall not be subject to arbitration.

Article 8 - Legal and Prior Rights

All rights and remedies of the parties here to shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and / or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHERE OF the parties have signed and executed this Integrity Pact at the place and date first abovementioned in the presence of following witnesses:

.....
(For and on behalf of Principal/Owner)

.....
(For and on behalf of Bidder/Contractor)

WITNESSES:

1.....
(Signature, name and address)

2.....
(Signature, name and address)

Place:

Date:

Form of Performance Security Bank Guarantee

In consideration of the Competent Authority of IIM Visakhapatnam (hereinafter called “The IIM Visakhapatnam”) having offered to accept the terms and conditions of the proposed agreement between.....and(Herein after called “the said Contractor(s)”) for the work..... (Herein after called “the said agreement”) having agreed to production of an irrevocable Bank Guarantee for Rs..... (Rupees only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We..... (Hereinafter referred to as “the Bank”) hereby undertake to pay to the IIM Visakhapatnam an amount not exceeding Rs..... (Rupees..... Only) on demand by the IIM Visakhapatnam.

2. We,(indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the IIM Visakhapatnam stating that the amount claimed as required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rupees only)

3. We, the said bank further undertakes to pay the IIM Visakhapatnam any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Contractor(s) shall have no claim against us for making such payment.

4. We, (indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the IIM Visakhapatnam u n d e r or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer-in-Charge on behalf of the IIM Visakhapatnam certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.

5. We..... (indicate the name of the Bank) further agree with the IIM Visakhapatnam that the IIM Visakhapatnam shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the IIM Visakhapatnam against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act of omission on the part of the IIM Visakhapatnam or any indulgence by the IIM Visakhapatnam to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

7. We, (Indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the IIM Visakhapatnam in writing.

8. This guarantee shall be valid up tounless extended on demand by the IIM Visakhapatnam. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. (Rupees.....) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated the..... Day offor..... (indicate the name of the Bank).

Form of Agreement

THIS AGREEMENT made at IIM Visakhapatnam on the _____ day of 2018 between Indian Institute of Management Visakhapatnam Andhra Bank School of Business Building, Andhra University campus, Visakhapatnam (hereinafter called "The IIM Visakhapatnam " which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) of the one part AND _____

(Herein after called "The Project Management Consultant (PMC)" which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns) of the other part.

WHEREAS

The IIM Visakhapatnam is desirous of carrying out the work of **Appointment of PROJECT MANAGEMENT CONSULTANT (PMC) to "Provide Project Management Consultancy services for the development of Permanent Campus (Phase - I Works) of IIM Visakhapatnam.**

The Works are to be executed as per the schedules mentioned in RFP, drawings and specifications describing the works to be done.

The PMC has agreed to execute the said works subject to the provisions hereinafter contained and subject also to Scope of Services of PMC, Roles & Responsibilities of PMC, Additional Clauses, General Conditions of Contract, Preambles and Financial Bid (all of which are hereinafter collectively referred to as the 'said tender conditions') and strictly in accordance with the Scope of services & technical specifications annexed hereto at or for the respective rates set out in the Financial Bid amounting to the sum as there under arrived at or such other sums as shall become payable there under (hereinafter referred to as the said tendered amount).

NOW IT IS HEREBY AGREED AS FOLLOWS: -

1. In consideration of the said tendered amount to be paid by The IIM Visakhapatnam to the Project Management Consultant (PMC) at the time and in the manner set forth in the said tender conditions and in accordance with the Payments terms to execute and complete the work shown upon the said scope of services, Responsibilities & other conditions and strictly in accordance with the RFP and Financial Bid.
2. The said tender conditions, scope of services, Appendices and the annexures hereto shall be read and considered as forming part of this contract and the parties hereto shall respectfully abide by to the said conditions and perform the agreement on their part respectively contained in the said conditions.
3. The approved drawings if any, notice inviting tender's technical specification etc. shall also form the basis of this contract.

4. This contract is neither a Lump sum Contract, nor a piece work contract, but is a contract on Percentage basis to be carried out and to be paid for according to the Payment Terms (Appendix - 5 of RFP) at the rates contained in the Financial Bid.
5. The contract herein contained shall comprise not only the works mentioned above but all subsidiary works connected therewith within the same site as may be ordered to be done from time to time by the said Engineer In charge for the time being, even if such work may not be shown on the said Drawings or described in the said scope and Financial Bid.
6. The IIM Visakhapatnam reserves to themselves the right of altering the Scope and the nature of the work by adding to or omitting or portions of the same without prejudice to this contract.
7. Time shall be considered as the essence of this contract and the Project Management Consultant (PMC) hereby agrees to commence the work within 7 days from the date of work order or from the date of handing over of the site, as provided for in the said terms and conditions, whichever is later, and shall complete the entire work within the specified period, subject nevertheless the provisions for extension of time as may be agreed to by the IIM Visakhapatnam and as contained in the said conditions.
8. All payments by the IIM Visakhapatnam under this contract shall be made only at IIM Visakhapatnam.
9. All disputes arising out of or in any way connected with this contract shall be deemed to have arisen at Visakhapatnam and courts in Visakhapatnam only shall have jurisdiction to determine the same.
10. That the contract and several parts of this contract have been read by the contractor and fully understood by him. The contractor shall not be entitled for payment beyond tendered quantities unless ordered specifically by written instructions of Director IIM Visakhapatnam.

This contract shall be signed in duplicate, the original whereof shall be kept in the custody of the IIM Visakhapatnam, and the duplicate with the Project Management Consultant (PMC).

IN WITNESS WHEREOF the IIM Visakhapatnam has set his hands hereunto and two duplicates hereof through his duly authorized official and the Project Management Consultant (PMC) has caused these presents and two duplicates hereof under his common seal by his duly authorized representative at the place and on the date month and year first herein above written.

SIGNED, SEALED AND DELIVERED by IIM Visakhapatnam, by the hand of

Signature:

Name:

Designation:

IN THE PRESENCE OF

(1) Signature:

Name:

Address:

(2) Signature:

Name:

Address:

SIGNED, SEALED AND DELIVERED BY the Contractor M/s.

Signature:

Name:

Designation:

IN THE PRESENCE OF

(1) Signature:

Name:

Address:

(2) Signature:

Name:

Address:

Definitions

‘IIM Visakhapatnam’ or the ‘Institute’ means the Indian Institute of Management Visakhapatnam (IIM-Visakhapatnam) including its Society, Board of Governors, Director and its functionaries and any other officials or agencies designated by the Director or the Board of Governors for the purpose.

‘Project Management Consultant (PMC)’ means the Applicant, appointed as such pursuant to this selection process, for providing Project Management Consultancy services for the New Campus Design & Development Project of IIM Visakhapatnam. PMC’s responsibilities include pre-planning consultancy, coordination with architectural/structural/ MEP services design consultants, evaluating detailed designs with respect to coordination of services and execution, Vetting of Bills of quantities/cost estimates of architects/ Detailed Specifications construction agencies, planning, execution, supervision and monitoring, ensure quality control, Safety management, Environmental management Plan, timely completion, post-completion review & rectification, and all other responsibilities related to completing the project as agreed under the contract with the Institute.

‘Request for Proposal (RFP)’ means this document specifying the requirements, terms and conditions, scope, and other related particulars of selecting and employing a PMC for the New Campus Development Project of IIM Visakhapatnam.

‘Project Management Services (PMS)’ means services to be rendered by PM to IIM Visakhapatnam for its New Campus Development Project and more specifically as set out in Clause 6.

‘Application’ means the proposal submitted by an Applicant for providing Project Management Services and shall include Technical Proposal and Financial Proposal.

‘Applicant’ means the individual/firm/company/organisation or similar entity submitting an Application in response to this Request for Proposal.

‘Technical Proposal’ means the technical part of the Application that includes data and documents required for evaluating the technical capability of the Applicant.

‘Financial Proposal’ means the financial part of the Application that specifies the fee, Applicant wishes to charge from IIM Visakhapatnam for providing PM services for its New Campus Development Project and it comprises of fee quoted for the total project and the stages of the project.

‘Fee’ means the stage wise charges to be paid to the PMC for the services rendered by it on the New Campus Development Project of the Institute after thorough inspection and due satisfaction of the duly authorised representative of IIM Visakhapatnam.

‘Master Plan’ means the overall architectural plan / Site layout plan including, but not limited to the details of road networks, street lighting, water supply and drainage details, storm water drainage, STP, WTP, building layouts, Electrical layout, firefighting layout, Landscape plan, rain water harvesting plan, horticulture as per the Development Control Regulations and building bye laws of VUDA/ State Govt. statutory body for the New Campus Development of the Institute to be prepared by Design Consultant.

‘Design Consultant’ means the consultant selected by IIM Visakhapatnam to provide services of Master planning, Architectural and engineering designs for various structures and utilities

and supporting the implementation through specific designs and drawings and assistance in construction and commissioning of the facilities.

‘**Defect liability period**’ means the warranty period beyond the project completion.

‘**Net worth**’ means total assets minus total outstanding liability.

‘**Capital cost**’ means total Approved Project Cost.

Abbreviations

BHK	Bedroom Hall Kitchen
BOQ	Bills of Quantity
CAG	Comptroller & Auditor General
CDM	Clean Development Mechanism
CER	Certified Emission Reduction
CPWD	Central Public Works Department
CVC	Central Vigilance Commission
DD	Demand Draft
EIC	Engineer-in-Charge
EMD	Earnest Money Deposit
FPM	Fellow Programme in Management
HVAC	Heating Ventilation and Air-Conditioning
IIMV	Indian Institute of Management Visakhapatnam
IIT	Indian Institute of Technology
LOI	Letter of Intent
MOU	Memorandum of Understanding
NOC	No Objection Certificate
O&M	Operations & Maintenance
PAC	Public Accounts Committee
PM	Project Manager
PMC	Project Management Consultant
R&D	Research & Development
RFP	Request for Proposal
WBS	Work Breakdown Structure



IIM

भारतीय प्रबंध संस्थान विशाखपट्टणम
Indian Institute of Management Visakhapatnam

E-Tender Notice

Indian Institute of Management Visakhapatnam invites electronic tender for “**Appointment of PROJECT MANAGEMENT CONSULTANT (PMC) to “Provide Project Management Consultancy services for the development of Permanent Campus (Phase - I Works) of IIM Visakhapatnam.”**”

The Tender document should be electronically submitted on or before November 22, 2018 3:00 PM.

The details of e-tender notification and TENDER document bid can be downloaded at www.tenderwizard.com/IIMV or from IIMV website (www.iimv.ac.in)

For further details on e-Tender participation, please contact KEONICS Help Desk on Ph.: 080-49352000/9686196760/9686196765

E-mail: Prabhuswamy@etenderwizard.com; mohan@etenderwizard.com,

Sd/-

Project Manager-Infrastructure
Indian Institute of Management Visakhapatnam

TENDER EVENTS:

TENDER inviting date	06.11.2018
Tender No/Ref No/NIT No.	IMV/PMO/T/08/2018-19
IIMV -Division Name	Projects/Estate/Engineering
E-Tender processing fee payable to KEONICS through e-Payment mode using Credit/Debit/Net banking mode	Rs.5,000/-plus GST Applicable
Earnest Money Deposit(EMD)/Bid Security Payable online only	Nil
Remittance of e-Tendering processing Fee for Online Closed Bidding, Training and downloading.	06.11.2018, 10:00 AM to 22.11.2018, 3:00 PM
Last Date and time of closing of Uploading of Bid documents	22.11.2018, 3:00 PM

e-Tendering Guidelines to Vendors

- 1) Vendors must have Class 2/3 Digital Signature Certificate to participate in the tender (To obtain DSC, please contact KEONICS help desk)

Phone: 08040482113
Email id: hemamalini.s@antaressystems.com

Note: If Vendors already having Digital Signature Certificate then there is no need to buy the digital signature again.
- 2) Bidders should register themselves in the website www.tenderwizard.com/IIMV. To activate the user ID and password, kindly pay the Registration fee of Rs.2,000/-plus tax by paying online payment through credit card/Debit card /Net banking in the website.
- 3) Tender will not be accepted after the date and time fixed for receipt of tenders as set in Tender notice or subsequent extensions if any.
- 4) Relevant documents as proof have to be uploaded wherever required and Hard copy to be submitted.

HELPDESK: To get in Touch with one of our customer service representatives, please refer the help desk numbers provided on the homepage or call the following number:
Bangalore: 080 40482000

1. Prabhuswamy: 09686196760 / Prabhuswamy@etenderwizard.com
2. Mohan Kumar: 09686196765 / mohan@etenderwizard.com

Communication Address

KEONICS Help Desk
No. 24, 3rd stage, 4th Block,
Basaveshwaranagar,
Bangalore- 560079
Fax: 08040482114

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