



Patliputra Colony, Patna – 800 013, INDIA –Ph:91-612-2552002, 2277382(Fax)

### **GLOBAL NOTICE**

Indian Institute of Technology Patna (IIT Patna), one of the new IITs established by the Government of India in 2008, is an engineering institute of highest calibre in which teaching and training are totally integrated with the state-of-the-art research, nurturing both curiosity and creativity based learning in an intellectually vibrant atmosphere. IIT Patna proposes to construct, part of its state-of-the-art academic complex on 500 acres of land at Bihta about 30 kms from the state capital Patna. In this context, Expressions of Interest (EOI) are invited from **Project Management Consultants** for providing Project Management Consultancy Services.

All applications received from Project Management Consultant shall be scrutinized and shortlisted based on evaluation by a competent authority (IIT Patna).

The scope of work with all applicable terms and conditions, related information and specified Proforma, to be filled in by the intending applicants shall be available on the institute website [www.iitp.ac.in](http://www.iitp.ac.in). Documents can also be collected from the office of the undersigned, in the above address, between 10.00 AM to 05.00 PM on any working day from 24/04/2011 to 16/05/2011.

The EOI shall be submitted, in duplicate, in a sealed cover, superscribing "Expression of Interest for short-listing of Project Management Consultant for IIT Patna". Sealed EOI should accompany a demand draft for Rs.10,000 (Rupees Ten thousand only) in favour of "Indian Institute of Technology Patna" payable at Patna, as non-refundable processing fee. The sealed cover must contain all information as sought in the above mentioned IIT Patna documents and proforma, and shall reach the above address within three weeks i.e. on or before 16/05/2011 (5 PM).

Any clarification, may be sought from the office of the Registrar, IIT Patna at above address. IIT Patna reserves the right to accept or reject any or all EOIs and close the invitation at any stage without assigning any reason, whatsoever.

**Registrar  
IIT Patna, INDIA**



EXPRESSION OF INTEREST  
(GLOBAL)  
FROM  
PROJECT MANAGEMENT CONSULTANTS  
FOR  
PROJECT MANAGEMENT CONSULTANCY  
SERVICES  
FOR  
State of the Art  
ACADEMIC COMPLEX OF  
INDIAN INSTITUTE OF TECHNOLOGY  
PATNA  
AT  
BIHTA (BIHAR)

EXPRESSION OF INTEREST – Expression of Interest for providing Project Management Consultancy Services for part of state-of-the art Academic Complex of IIT Patna at Bihta (Bihar).

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EXPRESSION OF INTEREST – Expression of Interest for Project Management Services for part of state-of-the art Academic Complex of IIT Patna at Bihta (Bihar).

## SECTION-I

### PREMABLE :

Indian Institute of Technology Patna (IIT P), one of the new IITs established by the Government of India in 2008, is an engineering institute of highest caliber in which teaching and training are totally integrated with the state-of-the art research, nurturing both curiosity and creativity based learning in an intellectually vibrant atmosphere.

I.1. Indian Institute of Technology Patna intends to set up a part of its state-of-the art Academic Complex on 500 acres plot of land at Bihta, Bihar at an estimated cost of about Rs. 300 crore. The proposed campus should be a modern state of the art campus commensurate with IIT's national status. The campus will have a built up approximate area of about 81,791.00 sq mt. (NOTE : This is the ultimate size of the campus and will be reached in phases. Actual construction shall be based on present immediate needs.)

I.2. IIT P proposes to construct a modern state of the art campus to accommodate all its requirements in such a manner that logistics are reduced to minimum and different activity zones do not overlap each other. It is proposed to consider aesthetically appealing, nature friendly, functionally suitable, green campus with intelligent building management system incorporated in the design alongwith structural concept which enables fast construction, using latest technology, which is environment friendly and not sacrificing flexibility to accommodate changes / modifications, if required at a later date.

I.3. The residential campus will have Academic Building comprising Faculty Rooms, Student Labs, Class Rooms, Lecture Theatres, Cafeteria, Research Laboratories, Conference Halls, Videoconferencing Studio, Student Corners etc. Besides this Campus will have Administrative Offices, Library, Dispensary, Residential units, Halls of Residences, Guest House, Auditorium, Swimming Pool, Sports Complex Cum Gymnasium and Student Activity Centre. In addition to above, the proposed complex will have the allied community facilities that are essential for such type of complex such as Community Centre and Club / Gymnasium, Market Complex, Utilities and Infrastructure facilities like Internal Roads, Street Lighting, Campus-Wide Power Backup System, Wi-Max network facility, Smart Card based Security System, Water Treatment and Supply Plant and Internal Sewerage Line with Treatment Plant. The campus should have all modern energy saving and eco-friendly features such as water recycling, rain water harvesting, solar / wind power, compact fluorescent lamps and Green House Building. In addition, all the buildings should have facilities to make the campus friendly to Physically Challenged persons. All Buildings in Organization Zone will have Centralized HVAC facility. The total built up approximate area of the campus in different zones will be about 81,791.00 square metre. The master plan conforms to GRIHA-4 ( or above ) rating.

The campus ( master plan is enclosed at the end ) will mainly comprise of the following zones :

1. **Organization Zone** housing Academic Buildings, Administrative Offices, Library, Auditorium etc.
2. **Residential Zone** housing Residential Units, Halls of Residences etc
3. **Support Zone** housing Swimming Pool, Guest House, Dispensary Community Centre, Club, Swimming Pool, Sports complex cum Gymnasium, Student Activity Centre, Market Complex, Food Court etc.
4. **Services Zone** comprising Utilities, Water Treatment Plant, Sewerage Treatment Plant, Power Back up System, HVAC System, Infrastructure facilities etc.

5. **Nature's Zone** comprising Garden, Private Forest, Joggers Path on the Patrol Road along the Entire Boundary Wall with Avenue Trees on both sides.

It is anticipated that the construction commences by July, 2011 and the complete project by January, 2013.

**PRESENT REQUIREMENT :**

IIT Patna is on the look out for

(I) A reputed Project Management Consultancy firm comprising of Engineers / Consultants for providing complete & comprehensive Project Management Consultancy Services for part of the requirements of the project. They should be willing to establish necessary offices at Patna.

**AIMS & OBJECTIVES**

1. The aim is to shortlist suitable & reputed Project Management Consultancy firms for final selection for the proposed campus of IIT Patna.

2. The final selection shall be based on the capability and proven track record of the consultancy firm to handle similar projects in terms of nature and cost. The shortlisted firms shall be required to give a comprehensive presentation to demonstrate their ability and philosophy to handle such projects. IITP will also visit their ongoing / completed projects to physically verify the works.

**ROLE OF THE SELECTED PROJECT MANAGEMENT CONSULTANCY FIRM :**

The role of the selected Consultant is to provide a complete and comprehensive Project Management Consultancy Services for part of these requirements of the project for the proposed Campus of IIT but not limited to the following :

1. Assist IITP in selection of Contractor(s).
2. Coordinate with the Architect and his team of consultants on behalf of IITP during planning and designing stage.
3. Coordinate with the Architect to ensure that all necessary sanctions / permissions are timely obtained.
4. Provide necessary technical help to the Architects in finalization of materials and specifications.
5. Prepare budgetary cost estimates, detailed cost estimates with Bill of Quantities and tender documents based on the data / drawings / quantities furnished by the Architect and his team of consultants.
6. Render assistance to client in deciding the modality of tendering and pre-qualifying the contractors for various works.
7. Render assistance to client in evaluation of tenders / selection of contractor / vendors.
8. Issue all necessary letter of intents, work orders etc. to various contractors after obtaining approval of the IITP authority.
9. Provide day to day comprehensive Construction supervision by deputing a site team of engineering and support staff commensurate with the requirements of work.
10. Provide necessary control on all tools to ensure quality construction, timely completion and minimum variation in costs. Test results and certificate from the recognized laboratories should be submitted at regular intervals to IITP.
11. Preparation of a Quality Plan for the project. Providing supervision of quality as per approved Quality Plan, of all works as per stipulated standards and best practises including testing of samples of materials from approved laboratories.
12. Providing fortnightly (or at any frequency that may be specified by IITP) reports on project for each package indicating budgeted costs and expected costs with detailed reasons for variations, if any, for items in which variations are expected/have taken place.

13. Provide a master network diagram(s) for completion of the project in sufficient detail for monitoring purposes. Each building/service should have a separate network diagram.
14. Provide fortnightly (or at any frequency that may be specified by IITP) reports on scheduled and target dates for activities for start and completion of activities as per relevant network diagram, indicating measures to control delay if any. The network diagram should include all pre-construction activities.
15. Organize review meetings from time to time at site with all contractors / vendors and Architects to appraise IITP of the progress, difficulties etc.
16. Ensure close co-ordination between IITP , Architects and all contractors / vendors.
17. Certification of measurements and bills of all contractors / vendors.
18. Assist IITP in resolving all disputes and claims with all contractors / vendors.
19. Obtain all As-built drawings and all warranties / guarantees from concerned agencies.
20. Provide periodic inspection of works during defects liability period and get defects if any, rectified through concerned agencies under intimation to IITP authority.
21. The IITP reserves the right of collecting samples, checking the quality and suggesting the remedies which will be bound to the contractor to follow.
22. The consultant has to submit the schedule of work and get it approved by IITP.

#### QUALIFYING REQUIREMENTS

- i) Initial criteria of eligibility : Project management Consultant shall be of repute with a demonstrable track record of rendering Project Management services for a large project of similar nature and magnitude.
- ii) Experience of similar Works : The Consultants should have experience of having successfully completed similar consultancy job for a single work of value not less than Rs. 240 crores or two works of value not less than Rs. 180 crore each during last 5 (five) years ending December, 2010.



“Similar job” means complete consultancy job (Project Management Consultancy services for the Project Management Consultant) for large, modern township/ educational campus with other allied facilities.

iii) Organizational structure : The Project Management / Construction supervision services required for completing and making the educational complex functional. The in-house capability should be brought out clearly. The project management consultants must have completed in house capability and no joint venture or association with outside agencies shall be permitted.

iv) Interested Consultants of repute, having similar exposure in designing and execution of the state of the art part of Campuses are hereby invited to submit their “Expression of Interest (EoI) for Project management consultancy services for part of its the state-of-the art Academic Complex of Indian Institute of Technology, Patna. IIT Patna reserves the right to reject any or all applications received without assigning any reason or incurring any liability thereof.

EXPRESSION OF INTEREST : Expression of Interest for providing Project Management Consultancy Services for part of its state-of-the art Academic Complex of IIT Patna.

## SECTION-II

### INFORMATION & INSTRUCTIONS FOR APPLICANTS

#### II.1. GENERAL :

II.1.1.1 Letter of transmittal and forms ‘A’ to ‘D’ seeking information / documents are given in Section-III.

II.1.1.2 All information called for in the enclosed forms should be furnished against the relevant columns in the forms. If for any reason, information is furnished on a separate sheet, this fact should be

mentioned against the relevant column. Even if no information is to be provided in a column, a 'nil' or 'no such case' entry should be made in that column.

If any particulars / query is not applicable in case of the applicant, it should be stated as 'not applicable'. The applicants are cautioned that not giving complete information called for in the application forms or not giving it in clear terms or making any change in the prescribed forms or deliberately suppressing the information shall result in the applicant being summarily disqualified. Applications made by telegram / fax / e-mail and those received late will not be entertained.

The applicants will be required to submit the necessary details with authenticated documents / drawings / credentials in support of Qualifying Requirements.

- II.1.1.3 The application should be type written. The applicant should sign on each page of the application.
- II.1.1.4 The applicant may furnish any additional information, which is deemed necessary to establish capability to successfully complete the envisaged project. Superfluous information need not be furnished and no information shall be entertained after submission of EoI document unless specifically called for.
- II.1.1.5 Any information furnished by the applicant found to be incorrect either immediately or at a later date, would render him liable to be debarred from taking up the project.
- II.1.1.6 Prospective applicants may download this EoI details & Proforma from the website of Institute at [www.iitp.ac.in](http://www.iitp.ac.in) or can collect it from the office of the Registrar, Indian Institute of Technology Patna, Patliputra Colony, Patna – 800 013 (Bihar) on any working day from 10.00 AM to 5.00 PM.

- II.1.1.7 The EoI document in prescribed form duly completed and signed should be submitted in duplicate in a sealed cover. Sealed EoI should accompany a demand draft of Rs. 10,000/- (Rupees ten thousand only) in favour of “Indian Institute of Technology, Patna” payable at Patna as non-refundable processing fee. The sealed cover superscribed “Expression of Interest for providing Project Management Consultancy for IIT, Patna” shall be received in the office of the Registrar, Indian Institute of Technology Patna, Patliputra Colony, Patna – 800 013 on or before 21 days. Documents submitted in connection with EoI will be the property of Indian Institute of Technology, Patna.
- II.1.1.8 Interested parties may note that this is not a request for tender. After review and scrutiny of Expression of Interest, Indian Institute of Technology shall shortlist suitable Project Management Consultant Firms.
- II.1.1.9 Prospective applicants may seek any clarification in this regard from the office of the Registrar, IIT Patna at the address mentioned above, Phone +91-612-2552002 & 2552084; e-mail : registrar@iitp.ac.in
- II.1.2.0 Indian Institute of Technology, Patna reserves its right not to respond to any question raised or provide clarification sought in its sole discretion.
- II.1.2.1 All disputes arising shall be subject to the jurisdiction of the appropriate court at Patna, India and be governed by laws of India.
- II.1.2.2 The discretion and decision of Indian Institute of Technology, Patna in respect of the ‘EoI’ shall be final and shall not be open to be challenged in any Court of Law.

## II. 2. FINAL DECISION MAKING AUTHORITY :

Indian Institute of Technology, Patna reserves the right to accept or reject any

application and / or to annul the selection process and reject all applications at any time without assigning any reason or incurring any liability to the applicants.

### II.3. PARTICULARS :

The particulars of the project given elsewhere are indicative only and subject to change and may be considered only as advance information to assist the prospective applicants.

### II.4. INFORMATION TO BE GIVEN IN THE REQUIRED FORMATS :

Applicant shall furnish the following :

#### II.4. 4.1 Organization Information

Applicant is required to submit the information in respect of his organization in (Form-A)

- a. Name & postal address, Telephone & Fax Number etc.
- b. Year of establishment and commencement of practice.
- c. Copies of original documents defining the legal status, place of registration and principal places of business.
- d. Name & title of Directors and Officers to be concerned with the project, with designation of individuals authorized to act for the organization.
- e. Information on any litigation in which the applicant was involved during the last ten years including any current litigation.
- f. Authorization to seek detailed references.
- g. Brochures and annual reports of last five years (Financial Years 2006-10).
- h. Number of architects and other professionals indicating their deployment in the proposed work.
- i. Curriculum vitae of key professionals (Format 'B')

#### II.4.4.2 List of Projects

List of similar assignments / projects successfully completed / ongoing during the last five years (Form C ).

#### II.5. LETTER OF TRANSMITTAL

The applicant should submit the letter of transmittal attached with the 'EoI' document.

II.6. Evaluation of EoI shall lead to short listing of some firms for selection process for the Project management consultants. I.I.T. Patna reserves the right to restrict the list of short listed Consultants to any number as deemed suitable by it.

#### II.7. DISCLAIMER

The information in this document has been prepared to assist the project management Consultant in preparing the non-binding EoI and it is clarified that:

- i. It does not constitute an invitation to offer or an offer in relation to the transaction.
- ii. This document does not constitute any contract or agreement of any kind whatsoever.
- iii. This document does not, and does not purport to contain all the information that interested Consultant firm(s) and their advisors / associates would desire or require in reaching decisions as to the requirement. Interested Consultants should form their own view as to what information is relevant to such decisions and make their own independent investigations in relation to any additional information.
- iv. Neither the information in this document nor any other written or oral information in relation to the requirement or otherwise is intended to form the basis of or the inducement for any investment activity or any decision to enter into any contract or arrangement in relation to the transaction and should not be relied on as such. Neither Indian Institute of Technology, Patna nor their employees or advisors shall be liable to any interested party or any Entity under

any law including the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expenses or damage which may arise, or be deemed to form part of this document, or any other information supplied by or on behalf of Indian Institute of Technology, Patna or their employees or advisors or otherwise arising in any way from the selection process mentioned herein.

v. Indian Institute of Technology Patna is not bound to accept any or all the EoIs. Indian Institute of Technology Patna reserves the right to reject any or all EoIs without assigning any reasons. No applicant shall have any cause of action or claim against Indian Institute of Technology or its officers, employees, advisors, agents, successors or assignees for rejection of this EoI.

vi. Failure to provide information that is essential to evaluate the applicant's qualifications or substantiation of the information supplied, shall result in disqualification of the applicant.

vii. It shall not be assumed that there shall be no deviation or change in any of the herein mentioned information. While this document has been prepared in good faith, neither Indian Institute of Technology Patna nor any of their officers or employees or advisors or agents make any representation or shall have any responsibility or liability whatsoever in respect of any statements or omissions here from. Any liability is accordingly expressly disclaimed by Indian Institute of Technology Patna any of their respective officers, employees, advisors or agents whether negligent or otherwise.

EXPRESSION OF INTERST – Expression of Interest for competing in providing Project Management Consultancy Services for part of its state-of-the art Academic Complex of IIT Patna at Bihta, Bihar.

Section – III

LETTER OF TRANSMITTAL :

To:

The Registrar  
Indian Institute of Technology Patna  
Patliputra Colony, Patna – 800 013 (Bihar)

SUBJECT: Expression of Interest for providing Project Management Consultancy Services for part of its state-of-the art Academic Complex of Indian Institute of Technology, Patna at Bihta, Bihar.

Sir,

Having examined the details given in EoI Notice and EoI details & proforma for the above project, I/We hereby submit the relevant information.

1. I / We hereby certify that all the statements made and information supplied in the enclosed forms A to D and accompanying statements are true and correct.
2. I / We have furnished all information and details necessary for EoI and have no further pertinent information to supply.
3. I / We also agree that Indian Institute of Technology, Patna or their authorized representatives can approach individuals, employers and firms to verify our competence and general reputation.
4. I / We submit the following certificates in support of our suitability, technical know how and capability for having successfully completed the following projects along with prescribed format.

**Name of project**

**Certificate from**

- 1.
- 2.
- 3.

Signature(s) of Applicant (s) -----

Enclosures-----

Seal of applicant

Date of submission-----

EXPRESSION OF INTEREST : Expression of Interest for providing Project Management Consultancy Services for part of its state-of-the art Academic Complex of Indian Institute of Technology, Patna at Bihta, Bihar.

Section – III : FORM A : Particulars/Details of Project Management Consultancy Firms

Particulars to be furnished for pre-qualification of PMC

1	Name of the applicant / organization	
2	i) Address alongwith tel. Nos., Fax / e-mail	
	ii) Address of Patna office, if any.	
3	Year of establishment and No. of years of experience in the field	
4	Status of Firm (whether Company / Firm / Proprietary) (enclose certified copies of documents as evidence)	
5	Name of Directors / Partners / Proprietor alongwith their qualifications	
6	Whether registered with the Registrar of Companies / Registrar of Firms (If so, mention number & date)	
7	Whether registered with Council of Architecture. Please furnish copy of registration of the principal architect / partners	
8	Whether member of Indian Institute of Architects / Institution of Engineers (India)	
9	Name and address of Bankers	
10	Whether registered for Service Tax purposes	
11	Whether an Assessee of Income Tax	
12	Furnish copies of Audited Balance Sheet and Profit and Loss A/c (audited) for the last three years	
13	Whether you are registered in the panel of other Govt. Organizations / statutory bodies such as CPWD, PWD, MES, PSU, Autonomous bodies, Banks / FI etc. (If so please furnish their names & date of registration) alongwith copies of documents as evidence)	
14	What are your fields of activities?	



15	Detailed description and value of works done	
	i. Single work of value not less than Rs. 240 crores. Each during last 5 (five) year ending December, 2010.	
	ii. Two works value not less than 180 crores Each during last 5 (five) year ending December, 2010.	
16	Details of Organizational Structure	
17	Instruments, equipment, software, reference books, journal and manuals to be used / referred in project	
18	Furnish the names of three responsible persons along with their designation, address and Tel. No. for whose organization, you have completed the above mentioned jobs and who will be in a position to certify about the performance of your organization	
19	Whether any civil suit / litigation arisen in contracts executed / being executed during the last 10 years. If yes, please furnish the name of project, employer, nature of work, contract value, work order and brief details of litigation	
20	Information relating to whether any litigation is pending before any Arbitrator for application of any litigation or else any litigation was disposed of during the last 10 years by any arbitrator. If so, the details of such litigation are required to be submitted	







## **Section-IV**

## **SPECIAL TERMS & CONDITIONS**

### **IV.1 Project period :**

The consultancy services shall span over two phases, time period for each of the phases is as below:-

Phase	Activity	Time
Phase-IA	Preliminary work	15 days
Phase-IB	Scrutiny and review of working drawings, bill of quantities, detailed specification and estimate of cost, scrutiny and review of tender document, preparation of working schedule	Within one month from submission of the documents by the Architect.
Phase-II	Bid process management	One month from the date of approval of tender document or till the award of contracts whichever is earlier.
Phase-III	On site Project Management	Continuous project management, supervision during entire project document and submission of the report within fortnight of each item in the project.

### **IV.2 Preparation of the proposal**

- (i) Each Bidder shall submit a maximum of one (1) Proposal for the Assignment, in response to this RFP document. Any Bidder who submits more than one Proposal for the Assignment shall be disqualified.
- (ii) The proposal shall remain valid for a period of 120 days from the last date of submission of the bid. This validity can be further extended with mutual consent. The overall offer including the key personnel proposed for the assignment and quoted prices shall remain unchanged during the period of validity.
- (iii) The proposal submitted by the consultants shall consist of two submission :
  - **Part I submission (Technical Proposal)** – the technical proposal shall contain the Covering letter, Details of the Bidder, Experience of the bidder, Qualifications and competence of the key personnel staff, Filled up forms A-D, Power of Attorney, and Earnest Money Deposit .

**FORMAT OF COVER LETTER TO TECHNICAL PROPOSAL**

**FROM:**

**TO:**

Registrar IIT  
Patna Patliputra  
Colony  
Patna – 800 013 (Bihar)

Sir,

Subject: Project Management Consultant Engagement (PMC)

**Regarding Technical Proposal**

1. I/We ..... the undersigned, offer to provide the consulting services **for Project Management Consultant (PMC) for the part of its State-of-the Art Academic Complex for IIT Patna campus at Bihta.** I/We am/are hereby submitting my/our proposal, which includes this technical proposal, and a financial proposal sealed under separate envelopes. The bid guarantee for Rs. Ten lakhs, furnished in the form of a bank guarantee from the [*Name of the bank, branch*] is also enclosed. The bid guarantee is valid up to [*Date*].
2. If negotiations are held during the period of validity of the proposal, i.e. before [*Date*], I/We undertake to negotiate on the basis of the proposed staff. My/Our proposal is binding upon me/us and subject to modifications resulting from contract negotiations.
3. I/We understand that you are not bound to accept any proposal you receive.

Yours faithfully,

Encls:

Signature.....

Full Name.....

Designation.....

Address.....

.....  
.....

(Authorized Representative)

- **Part II submission (Financial Proposal)** - The Financial Proposal shall be quoted as a percentage of total amount of construction amount which will not vary irrespective of the variation in the estimated or actual project cost. It shall be inclusive of all taxes, travel, documentation and communication except Service Tax, Cess, Surcharge levied on consultancy fees, which shall be payable to the consultant by IIT Patna at the then prevailing rate. Income tax as applicable shall be deducted at source from every department towards fees.

**FORMAT OF COVER LETTER TO FINANCIAL PROPOSAL**

**FROM:**

**TO:**

Registrar IIT  
Patna Patliputra  
Colony  
Patna – 800 013 (Bihar)

Sir,

Subject: Project Management Consultant (PMC)

**Regarding Financial Proposal**

1. I/We the undersigned, offer to provide consulting services **for** Project Management Consultant (PMC) for the part of its State-of-the Art Academic **Complex for IIT Patna campus at Bihta** . My/Our attached financial proposal is for the sum of [*Amount in words and figures*]. This amount is inclusive of all taxes and levies.
2. My/Our financial proposal shall be binding upon me/us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the proposal or the date extended by me/us i.e. [*Date*].
3. I/We certify that I/we have not engaged any Agents, nor I/we have paid any fee to any Agent for procuring this consulting service.
4. I/We understand that you are not bound to accept any proposal you receive.

Yours faithfully,

Signature.....

Encls:

Full Name.....

Designation.....

Address.....

.....

.....

(Authorized Representative)

### IV. 3 NEGOTIATIONS

Negotiations will be held at the address indicated in the Data Sheet. Normally, such negotiations commence not less than seven days after issuance of the Agency invitation to attend the negotiations. The invited Consultants will, as a pre-requisite for attendance at the negotiations, confirm availability of all nominated experts and satisfy such other pre-negotiation requirements as the Agency's may specify. Failure in satisfaction of such requirements may result in the Agency's proceeding to negotiate with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate technical, financial, and other terms and conclude a legally binding agreement.

The technical negotiations cover the Consultant's Technical Proposal, including the proposed technical approach and methodology, work plan, staffing schedule, organizational arrangements, and any suggestions made by the Consultant or the Agency to improve the implementation of the assignment. Negotiations will not result in substantial modifications to either the Consultant's Technical Proposal.

The financial negotiations will generally fine-tune duration of expert's inputs and quantities of out-of-pocket expenditure items may be increased or decreased from the relevant amounts shown or agreed otherwise, in the Financial Proposal. Unless exceptional circumstances exist, the details of experts' remuneration and specified unit rates for out-of-pocket expenditures will not be subject to negotiations.

The consultant shall confirm the modifications made in his proposals in writing within three days of conclusion of negotiations.

If contract negotiations are unable to be concluded for any reason, the Agency will at its discretion, commence negotiations with the next ranked consultant.

### IV. 4 Earnest Money Deposit (EMD)

Proposal should necessarily be accompanied by Earnest Money Deposit for an amount of Rs. 10,00,000/- (Rupees Ten lakh only) in the form of a Demand Draft in favour of *Registrar, IIT Patna*, on any scheduled bank payable at Patna. EMD shall be returned to the unsuccessful Bidders within a period of two (2) weeks from the date of signing of Consultancy Agreement between IIT Patna and the Successful Bidder. EMD submitted by the Successful Bidder shall be released upon completion of the Consultancy services. EMD shall be forfeited in the following cases :

- a) if any information or document furnished by the Bidder turns out to be misleading or untrue in any material respect; and /or
- b) if the successful Bidder fails to execute the Consultancy Agreement within the stipulated time or any extension thereof provided by IIT Patna.



#### IV. 5 Criteria Information

The schedule for opening & closure of Expression of Interest as follows :

Availability of EOI document on website <a href="http://www.iitp.ac.in">www.iitp.ac.in</a> .	Since 25/04/2011
Last date & time for receipt of EOI bid	5.00 pm by 16/05/2011
Opening of the bids	To be announced later

If the last date of receipt & opening thereof happens to be a holiday, the offer will be received and opened on the next working day at the same time.

#### IV. 6 Amendment to EOI

At any time prior to the last date for receipt of bids, the Authority, may for any reason, whether at its own initiative or in response to a clarification requested by a prospective Consultant, modify the EOI Document by an amendment. In order to provide prospective Consultants reasonable time in which to take the amendment into account in preparing their bids, the Authority may, at its discretion, extend the last date for the receipt of Bids and/or make other changes in the requirements set out in the invitation to EOI.

#### IV. 7 Format and Signing of Proposal

The Bidder is required to provide all the information as per this RFP document. IITP shall evaluate only those Proposals that are received within the time and in the required format and are complete in all respects. Each Proposal shall comprise the following:

**Part-I Submission:** One original hard copy and a soft copy in CD.

- i. Covering letter in the format.
- ii. Details of the Bidder in the format.
- iii. Experience of the bidder in the format.
- iv. Qualifications & competence of the key professional staff who would be deployed in the preparation under this project.
- v. Filled up Forms A-D
- vi. Power of Attorney authorizing the signatory of the Proposal to submit the proposal.
- vii. Earnest Money Deposit
- viii. Proposed working methodology.

**Part-II Submission:**

- i. Financial proposal in the format given above.

The above documents should be submitted in two separate envelopes.

#### IV. 8 Participation of Government Employees: -

Consultants cannot include current Government employees of Central & State Government as their resource personnel /experts. When Consultants nominate any Government employee retired within last two years as experts in their Technical Proposal, such expert(s) must have written approval from their Government.

## **Section-V EVALUATION**

V.1. As part of the evaluation, the Part-I Submission shall be checked for responsiveness with the requirements of the RFP and only those Proposals which are found to be responsive would be further evaluated in accordance with the criteria set out in this RFP document.

1.1 The Part-I Submission would be considered to be responsive if it meets the following conditions:

- (a) It is received by IITP on or before the Proposal Due Date including any extension thereof;
- (b) It is signed, sealed and marked as stipulated in the RFP document.
- (c) It contains all the information and documents including EMD as requested in the RFP.
- (d) It contains information in formats specified in this RFP.
- (e) It provides information in reasonable detail. (“Reasonable Detail” means that, but for minor deviations, the information can be reviewed and evaluated by IITP without communication with the Bidder). IITP reserves the right to determine whether the information has been provided in reasonable detail.
- (f) There are no inconsistencies between the Proposal and the supporting documents.

1.2 A Proposal that is substantially responsive is one that conforms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one :

- a. which affects in any substantial way, the scope, quality, or performance of the Assignment, or
- b. which limits in any substantial way, the proposal IITP’s rights or the Bidder’s obligations under the Agreement, or
- c. which would affect unfairly the competitive position of other Bidders presenting substantially responsive Proposals.

1.3 The responsive Proposals shall be evaluated and scores shall be given based on the scoring methodology set out by IITP.

1.4 IITP reserves the right to reject the Proposal of Bidder(s) without opening the Part-II Submission if, in its opinion, the contents of Part-I Submission are not substantially responsive with the requirements of this RFP.

1.5 The total maximum score for evaluation of Technical Proposal as specified below, is 100 marks. The evaluation of the proposal will be done based on (a) Technical Proposal – 60 marks; (b) Write up and Presentation – 10 marks; and (c) Financial Proposal – 30 marks.

The presentation should also clarify the methodology to be followed for

- i) selection of contractor
- ii) quality control at site
- iii) adherence to the project schedule
- iv) qualified personnel to be attached to this particular project
- v) Cost control

A write up should also be submitted along with Part I submission.

V.2. The evaluation of the Part-II Submission would be taken up only after the contents of

the Technical Proposal are found to meet the requirements of this RFP and if the bidder obtains more than score of 70 percentage marks in aggregate in the evaluation of Part-I submission. Part-II Submission of those bidder(s) who do not obtain more than 70 percent marks in aggregate of the evaluation of Part-I submission and presentation, shall not be opened.

- V.3. Final score will be calculated based on 'a' Technical score, 'b' Write up and Presentation score and 'c' Financial score.
- V.4. The selected Bidder shall execute the Consultancy Agreement. The draft of the General Condition of Contract is set out in **Appendix-I ( page no. 29 )** within one week of the issue of Letter of Acceptance (LoA) or within such further time as IITP may agree to, in its sole discretion. Failure of the selected Bidder to comply with the requirement shall constitute sufficient grounds for the annulment of the LoA and forfeiture of the EMD. In such an event, IITP reserves the right to :
- a. Either invite the next best Bidder for negotiations; or
  - b. Take any such measures as may be deemed fit in the sole discretion of IITP, including annulment of the bidding process.
- V.5. IITP reserves the right to reject any Proposal, if: at any time, a material misrepresentation is made or discovered; or the Bidder does not respond promptly and diligently to requests for supplemental information required for the evaluation of the Proposal.
- V.6. Notwithstanding anything contained in this RFP, IITP reserves the right to accept or reject any Proposal or to annul the bidding process or reject all Proposals, at any time without any liability or any obligation for such rejection or annulment.

## **Section-VI . Bid process Management**

### **VI.1.1**

- (i) The consultant shall organize pre-bid meeting at Patna, compile pre-bid queries, and prepare draft response to the queries in consultation with IITP.
- (ii) The consultant shall carry out preliminary evaluation of the technical and financial proposals received under the tenders and advise IITP on appointment of contractors.
- (iii) The consultant shall prepare the contract document for the successful bidder and assist IITP for timely execution of contract.

### **VI.1.2**

#### **Facilities:**

The Consultant will have to make his own arrangements for office, utilities, accommodation and transport and should include cost of all these elements in his Financial Offer.

### **VI.2. On site project Management -**

- (i) The consultant, within two months of award of the consultancy services, shall open an office at site or any other location approved by the IITP and deploy a team of

fulltime personnel – Civil Engineer / Quantity Surveyor; The consultant shall provide the logistics and other supporting staff and facilities as required. The entire expenditure on the office and the team will be borne by the consultant.

(ii) The team shall act as representative of the consultant for the purpose of coordination and communication and assist the consultant for onsite project management.

(iii) The Consultant, under the scope of onsite project management, shall be responsible for timely completion of the Project with desired quality achieved through constant monitoring and scientific quality control measures. He shall also make endeavour to economize the cost by reducing wastages, time over runs, optimizing, utilization of resources and manpower. The consultant shall act as Engineer – In – Charge of the work and supervise the work, check and certify measurements, bills submitted by the contractor and recommend for their payment. He shall keep IITP informed through a well designed Management information System on the physical & financial progress of the Project at regular intervals of 15 days or as directed by the IITP.

(iv) The consultant shall -

(a) check and after taking written approval of IITP issue all working drawings including modification, alteration, addition if any and other details for proper execution of works during construction.

(b) Check and recommend samples of various elements and components for approval of IITP.

(c) Check and recommend shop drawings submitted by the contractor for approval of IITP.

(v) The team leader of the consultant shall visit the site of work including the fabrication workshops at least once a month during the progress of work till its completion to inspect and evaluate the progress and quality of works. The consultant shall also clarify and offer interpretation wherever necessary on the drawings and specifications.

He shall also attend coordination meetings and conferences to ensure that the project proceeds in accordance with the conditions of contract and keep the IITP informed with advice of actions, if required.

(vi) The consultant shall -

(a) Issue Certificate of Completion of works after the completion of work

(b) Prepare and submit completion reports and drawings for the project as required and assist the IITP in obtaining “Completion / Occupancy Certificate” from statutory authorities, wherever required.

(c) Issue four sets of as built drawings including services and structures in hard copies and two copies in electronic soft version.

### **VI.3 Co-Ordination Meetings :**

The consultant shall convene Co-ordination meetings minimum once in a month, as required, with the building contractor, and those of interior works, architects of the building and IITP Officers and prepare minutes of meeting. The consultant will review and comment on the contractors work programme and ensure proper implementation including all activities which interface with other contractors.

### **VI.4 Diary / Daily Logs / check list / quality assurance system**

(i) The consultant shall maintain a Site Diary / Daily logs on the construction contract. This will facilitate in compiling the weekly and monthly activities report.

(ii) The consultant shall devise various forms and checklists for material inventory, site instructions, payment certificates, variation orders etc. Daily contact will be maintained between the consultant and contractors representative on site, dealing with all problem which may arise in business like manner in the interest of the works adhering to a good working relationship among all parties.

(iii) The consultant shall perform all duties of quality Assurance of works, in line with state of the art technology and procedures to ensure full compliance with the design and specifications. The consultant shall evolve a Quality Assurance System (QAS) outlining the quality assurance procedure and quality control tests to be conducted as well as the frequency of their application.

### **VI.5 Service During Defect Liability Period & Final Bill**

The consultant shall make a final inspection, at the expiry of the defect liability period under the contract and list defects to be rectified prior to issue of final completion certificate and recommend to IITP for final payment of the contractor after adjusting any liquidated damages and security Deposits.

(Appendix I)

## **GENERAL CONDITIONS OF CONTRACT**

### 1.0 General Provisions:

#### 1.1 Definitions:

Unless the context otherwise requires the following terms whenever used in this Contract have the following meanings.

- a. "Applicable law" means the law and any other instruments having the force of law in India, as they may be issued and in force from time to time to effectuate the Contract;
- b. "IITP" means Indian Institute of Technology Patna formed by an act of Parliament.
- c. "Contract" means the document signed by the parties, to which these General

Conditions are attached, together with all the related documents of such signed Contract including appended schedules.

- d. “The Consultants” means the consultant who are appointed by the IITP as a result of the selection process described in the RFP document.
- e. “Effective Date” means the date on which this Contract comes into force and effect.
- f. “GC” means the general conditions of Contract.
- g. “Government” means the Government of India.
- h. “Personnel” means persons employed with the or by the Consultant or Authorized person assigned for the performance of the services or any part thereof.
- i. “Party” means the IITP or the Consultant as the case may be and parties mean both of them.
- j. “Project” means the project as defined in the Terms of Reference, which forms integral part of the Contract signed between IITP and Consultant.
- k. “State Government” means the State Government of Bihar.
- l. “Services” means the work to be performed by the Consultant pursuant to this Contract for the purposes of the Project.
- m. “Terms of Reference” means Terms of Reference which forms integral part of the contract signed between IITP and Project Consultant.
- n. “Third Party” means any perform or entity other than the State Government, the IITP, the Consultant or sub-consultant.
- o. “Local currency” means the currency in Indian Rupees.

## **1.2 Relations between the parties:**

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the IITP and the Consultant. The Consultant, subject to this Contract, has complete charge of Personnel Performing the services and shall be fully responsible for the services performed by them or on its behalf hereunder.

## **1.3 Law of land:**

This Contract, it’s meaning, interpretation and the relation between the Parties shall be governed by the Applicable Law.

**1.4 Language:**

This Contract has been executed in English, which shall be the binding for all matters relating to the meanings or interpretation of this Contract.

**1.5 Headings:**

The headings shall not limit, alter or affect the meaning of this Contract.

**1.6 Notices:**

(i) Any notice, request or consent required or permitted to be given or made pursuant to this contract 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 through Courier services, telegram or facsimile to such party at the address specified below :-

The address is :

Registrar,  
Indian Institute of Technology Patna  
Patliputra Colony,  
Patna – 800 013 (Bihar)  
Telephone (O) 0612-255 2002 / 2084,  
Fax : 0612-2277384 / 2277383  
E-mail: [registrar@iitp.ac.in](mailto:registrar@iitp.ac.in)

For the Consultant:

(ii) Notice will be deemed to be served as specified below:

(a) In the case of personal delivery or by registered mail, speed post through courier services on delivery.

(b) In the case of telegrams, 24 hours following confirmed transmission;

(c) In the case of facsimiles, 24 hours following confirmed transmission;

(iii) Provided that in case of (ii) and (iii) above it shall be confirmed by a letter sent by registered post, speed post or through courier service.

(iv) A party may change its address for notice hereunder by giving the other party notice of such change.

**1.7 Location:**

The Services shall be performed at such locations as approved by the IITP.

## 1.8 Authorized Representatives:

The Authorized representatives are:

For the IITP : **Registrar, Indian Institute of Technology, Patna – 800 013**

For the Consultant -----

## 1.9 Taxes and Duties :

The Consultant shall pay all such taxes, duties, fees and other impositions as may be levied under the Applicable Law for time being in force except the Service Tax. However, the Service Tax, Cess, Surcharge levied on consultancy fees shall be reimbursed by IITP at then prevailing rate on every payment made to the consultant.

Income tax as applicable shall be deducted at source from every payment towards fees.

## 1.2 Termination

The IIT Patna may, by not less than fifteen (15) days' written notice of termination to the Consultants for which there shall be a written notice of not less than Thirty (30) days, such notice to be given after the concurrence of any of the events to terminate this Contract mentioned as follows :

- (i) if the Consultants fail to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension, within thirty (30) days of receipt of such notice of suspension or within such further period as the IITP may have subsequently approved in writing;
- (ii) if the Consultant becomes insolvent or bankrupt or enter into any Contracts 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;
- (iii) If the Consultants fail to comply with any final decision reached as a result of arbitration proceedings under this contract.
- (iv) if the Consultants submit to the IITP a statement which has a material effect on the rights, obligations or interests of the IITP and which the Consultants know to be false;
- (v) if, as a result of Force Major, the Consultants are unable to perform a material portion of the Services for a period of not less than Thirty (30) days; or
- (vi) if the IITP, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (vii) If the Consultant, in the judgment of the IITP has engaged in corrupt or fraudulent practices in executing the Contract.
- (viii) In case the contract is terminated, the balance amount of advance fee if any,



paid earlier shall be paid back by the Consultant to IITP within thirty days of the termination letter, failing which the same shall be recovered by encashing the performance security.

### **1.3 Obligations of the Consultant :**

#### **1.3.1 General**

##### **1.3.1.1 Standard of Performance:**

The Consultant shall perform the Services and carry out its 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 Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful Advisor to the IITP and shall at all times support and safeguard the IITP's legitimate interests in any dealings with third parties.

1.3.1.2. The Consultant shall perform the services in accordance with the applicable law and shall take all practical steps to ensure that personal of the consultant comply with the applicable law consultant shall, respect local customs

### **2 Conflict of Interests :**

#### **2.2 Consultant not to benefit from Commissions, Discounts etc.**

The remuneration of cost set out in the contract shall constitute the sole amount payable to the Consultant in connection with this Contract or the Services. The Consultant or its personnel shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of its obligations hereunder.

#### **2.3 Consultants and Affiliates not to engage in certain Activities**

The Consultants agree that, during the term of this Contract 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 from or closely related to the Services.

#### **2.4 Insurance to be taken out by the Consultants**

The Consultant (i) shall 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 insurance against the risks, and for the coverage.

### **2.5 Confidentiality :**

The Consultant and its Personnel and sub-consultant shall not, either during the term or after the expiration of this Contract, disclose any proprietary or

confidential information relating to the project, the Services, this Contract or the IITP's business or operations without the prior written consent of the IITP. The Consultant jointly or severally shall be liable to make good any loss suffered by the IITP due to breach of confidentiality by them, their sub-Consultants or personnel.

## **2.6 Indemnity of IITP**

The IITP undertakes no responsibility in respect of life, accident, travel or any other insurance coverage for the Personnel or for the dependents of any such Personnel of the Consultant.

The IITP and the State Government shall stand automatically indemnified against all claims, proceedings, demands, costs and expenses of whatsoever nature that may arise or accrue by any reasons or reason of infringement or alleged infringement by the Consultants of any patent or other protected right during or in connection with the Services.

The Consultant shall be liable to indemnify the IITP for any direct loss or damage accrued or likely to accrue due to deficiency of service rendered by him.

## **2.7 Assignment and Sub-Contracting**

The Consultant shall not assign this Contract or Subcontract any portion of without the prior consent IITP in writing. However the Consultant, after the award of the contract, may engage sub-consultants, considered suitable for the part of services which may require specific expertise at his own cost with prior approval of **Director, IITP** subject to the condition that the overall responsibility of performance under the contract shall always lie with the consultant only.

## **2.8 Settlement of Disputes :**

In the event of any dispute or difference arises between the parties relating to the services, meaning or effect of this Contract or any other clause or in respect of the rights and liabilities of the parties or other matters specified therein or with reference to anything arising out of or incidental to this Contract or otherwise in relation to the terms, whether during the continuance of this Contract or thereafter, such disputes or differences shall be endeavored to be solved by mutual negotiations.

If however such negotiations are infructuous, the dispute or difference shall be referred to the Arbitrator appointed by the parties under provisions of the Arbitration and Conciliation Act, 1996. The Chairman, Board of Governors, IIT Patna will be the arbitrator and his decision will be final and binding on both the parties.

Any reference to arbitration shall not relieve either Party from the due performance of its obligations under this Contract. However, if the nature of disputed matter under arbitration so necessitates, either party may suspend further performance till the arbitration award is declared. The period of non-performance under these circumstances will be added to the already agreed period of completion, without payment of compensation for such delay.

Arbitration proceedings shall be held at Patna.  
Any court case arises by any dispute shall be subject to the Patna Court jurisdiction.

**3 Foreclosure :**

- 3.2 The IITP may, by not less than thirty (30) days written notice of foreclosure (the expiry of the notice period whereof being the date of termination) to the Consultant, without assigning any reason whatsoever at any stage of the Contract, foreclose the Contract.
- 3.3 Upon foreclosure of this Contract, the Consultant shall take necessary steps to bring the work to a close in a prompt orderly manner and shall hand over all the documents / reports prepared by the Consultant upto and including the date of foreclosure to the IITP.
- 3.4 The Consultant shall be duly paid for the works carried out and services rendered till the date of foreclosure. The Consultant shall also be reimbursed for reasonable demobilization expenses, if the Contract is foreclosed.

