REQUEST FOR PROPOSAL FOR PROJECT MANAGEMENT CONSULTANCY (PMC) SERVICES – FOR PHASE 1 WORKS
For
CONSTRUCTION OF ACADEMIC, HOSTELS & RESIDENTIAL BUILDING ALONG WITH NECESSARY INFRASTRUCTURE FACILITIES IN THE CAMPUS OF IIIT DHARWAD LOCATED AT TADSINKOPPA, DHARWAD, KARNATAKA

Ref No. IIITDWD/PMC/2018/1598
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Disclaimer

The information contained in this proposal (RFP) document provided to the bidder, by or on behalf of INDIAN INSTITUTE OF INFORMATION TECHNOLOGY DHARWAD or any of its employees or advisors, is provided to the bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

The purpose of this RFP document is to provide the bidder with information to assist the formulation of their proposals. This RFP document does not purport to contain all the information each bidder may require. This RFP document may not be appropriate for all persons, and it is not possible for IIIT Dharwad, its employees or advisors to consider the business/ investment objectives, financial situation and particulars needs of each bidder who reads or uses this RFP document. Each bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and where necessary obtain independent advice from appropriate sources. IIIT Dharwad, its employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document.
Request for Proposal (RPF) for Project Management Consultancy (PMC) Services - For Phase 1 Works at IIIT Dharwad Campus.

Notice Inviting Request for Proposal
Ref No. IIITDWD/PMC/2018/1598

Request for Proposal for Project Management consultant for phase 1 work

1. INDIAN INSTITUTE OF INFORMATION TECHNOLOGY DHARWAD (IIIT Dharwad), invites RFP for PMC for the following work:

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<td>01</td>
<td>Project Management Consultancy for phase 1 for Academic Buildings, Hostel Buildings, Residential Buildings, Sports Facilities, Ancillary buildings along with External Development and all Engineering services at the permanent campus of IIIT Dharwad at IIIT, Tadsinkoppa, District Dharwad of Karnataka, India.</td>
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2. Firms registered with Public Sector Undertakings/CPSU/MES/CPWD/PWD who fulfill the desired requirements shall be eligible to apply. Application from joint ventures shall not be accepted.

3. Details of eligibility, mode of submission etc., can be seen at http://www.iiitdwd.ac.in.

4. The applicant must submit an undertaking that up to date tax returns have been filed along with copies of such returns submitted to the Department of Trade & Taxes.

5. The documents may be downloaded from the website http://www.iiitdwd.ac.in from 23/03/2018 to 02/05/2018.

6. RFP shall be accompanied with Earnest money of Rs.1, 50, 000/- (Rs One lakh Fifty Thousands only) in the form of demand draft of a scheduled bank issued in favor of IIIT Dharwad payable at Dharwad. Application will not be considered, if not accompanied with EMD.

7. Applicants shall submit a non-refundable processing fee of Rs 20,000/- (at the time of submission of the RFP document) in the form of a Demand Draft in favor of INDIAN INSTITUTE OF INFORMATION TECHNOLOGY DHARWAD, payable at Dharwad. No application will be evaluated if not accompanied with processing fee.
8. Application for PMC RFP supported by prescribed annexure shall be submitted in a sealed envelope duly super-scribed with the name of work, name & phone nos. of the applicant and the due date of opening. The applications will be received up to 15 hrs on in the office of Executive Engineer, INDIAN INSTITUTE OF INFORMATION TECHNOLOGY DHARWAD. Those desirous of submitting the application by post may do so subject to the condition that IIIT Dharwad shall not be responsible for postal delay and applications received after 15:00 hrs on 2/05/2018 will be treated as delayed and will not be entertained. All the applications received up to 15:00 hrs on 02/05/2018 will be opened on the same day at 15.30 hrs.

9. Applicants are advised to keep visiting the IIIT Dharwad’s web-site from time to time (till the deadline for bid submission) for any updates in respect of the RFP document notice, if any. Failure to do so shall not absolve the applicant of his liabilities to submit the RFP document complete in all respect including updates thereof, if any. An incomplete application may be liable for rejection.

10. IIIT Dharwad reserves the right to verify the particulars furnished by the applicant independently. If any information furnished by the applicant is found incorrect at a later stage, he shall be debarred from tendering and taking up of any work in IIIT Dharwad.

11. IIIT Dharwad reserves the right to reject any or all prospective applicants without assigning any reason and to restrict the list of pre-qualified firms to any number deemed suitable.

Executive Engineer
INDIAN INSTITUTE OF INFORMATION TECHNOLOGY DHARWAD
SECTION – 1
INSTRUCTIONS TO CONSULTANTS FOR PROPOSAL SUBMISSION

1.1 INTRODUCTION

The Indian Institute of Information Technology Dharwad, Karnataka is an autonomous institute set up by the Government of India (MHRD), Government of Karnataka and Industry Partners (represented by M/s Keonics) as a not-for-profit Public Private Partnership (N-PPP) by the act of Parliament 23 off 2017. This is intended to be a world-class Information Technology Institute with the objective of developing professional expertise and addressing the increasing skill challenges of the Indian IT industry. It initially offers UG programs and later PG, doctoral and post-doctoral programs in various areas.

1.2 INVITATION TO SUBMIT PROPOSAL

IIIT-DWD invites detailed proposals from eligible technical consultants (“Bidder”) for providing Project Management Consultancy Services for phase 1 work and related infrastructure development (“the Assignment”), in prescribed format set out in the RFP.

1.3.1 MINIMUM INITIAL ELIGIBILITY CRITERIA:

(a) The applicant shall have been involved in Project Management Consultancy related work for the last seven years or more.

(b) The applicant shall have satisfactorily completed consultancy for at least one similar work of 80 percent value of the estimated project cost or Two works of 60 percent value of the estimated project cost or three works of 40 percent value of the estimated project cost of an integrated academic/higher education or residential complex during last seven years in the same name of firm under which application is made.

(c) Shall have had average annual financial turnover of Rs 5 Crore (Rs Five crore only) (for PMC work) during the immediate last 3 consecutive financial years.

(d) Shall not have incurred any loss in more than two years during the last five years.

(e) Shall have a minimum solvency of Rs. 1.5 Crore (Rs One Crore fifty Lac only). The applicant shall submit the solvency certificate, not older than six months, issued by any scheduled bank in original.

(f) Shall not be blacklisted by any State/Central Department or PSU or Autonomous bodies. The applicant must submit a duly notarized affidavit to this effect. Applications received without this declaration shall stand automatically rejected.

(g) Shall submit copy of PAN card, GST, other statutory requirements.

(h) Shall submit copy of Registration certificate.

(i) Shall submit copy of Income tax return of last 5 years with computation of income.

(j) Shall submit balance sheet & Profit & loss account for last three financial years certified by Charter Accountant.

Similar work means shall have experience in PMC work for multi-storied Residential/ Institutional/ Hospital/ with RCC / RCC Composite framed structure, including Public Health, Internal and external Electrical works, firefighting works, security systems. HVAC and lifts etc. executed in India.

Only those Applicants who meet all of the minimum eligibility criteria specified above shall qualify for further evaluation and who does not meet all of the minimum eligibility criteria will stand as disqualified.
1.3.2 Desirable Criteria:

It is desirable that the applicant have completed projects involving smart building.

1.4 GENERAL INSTRUCTIONS:

1.4.1 For the purpose of this RFP document, a Business Entity shall mean a Government agency/sole proprietorship firm / registered partnership firm / a company registered in India under the Companies Act 1956.

1.4.2 Consortia shall not be eligible.

Note:

1. A Sole Proprietorship firm should furnish either the Sales/VAT/GST or IT returns for the last three financial years as proof of identity.
2. A registered partnership firm should furnish registration certificate under the registrar of firms and the partnership deed executed between the partners as proof of identity.
3. A company should furnish certificate of incorporation and memorandum of association as proof of identity.

1.4.3 Experience of a bidder as a member of consortia, for any project/work shall not be considered.

1.4.4 Any entity, which has earlier been barred by the IIIT-DWD, or any other state government in India (SG) or Government of India (GoI), or any of the agencies of SG/GoI from participating in its projects and the bar subsists as on the Proposal Due Date, shall not be eligible to submit a Proposal.

1.4.5 The RFP document can be downloaded from the website www.iiitdwd.ac.in and be used provided that while submitting the proposal it should be accompanied with a non-refundable processing fee in the form of a crossed Draft for Rs.20,000/- (Indian Rupees Twenty Thousand only) from a scheduled bank of India, in the form of a Demand Draft in favour of IIIT Dharwad, payable at Dharwad towards the processing fee. The proposal without the processing fee will not be considered for evaluation.

1.4.6 IIIT-DWD intends to appoint a single entity for the assignment. The aggregated block estimated cost is expected around Rs 135 Crs. IIIT-DWD is anticipating completing this project within 24 months that may need project management services. However, IIIT-DWD shall have the discretion to increase or decrease the scope of services of under the assignment.

1.4.7 The Project Management Consultancy Team shall comprise of a Team of professionals headed by the Team Leader. The Team Leader shall be responsible for overall supervision, coordination and management of all the projects assignment.

1.4.8 Team leader shall be deployed within 15 days after issuing LOA by IIIT-DWD whereas the other members of Project Management Team shall be deployed within 30 days after issuing LOA by IIIT-DWD, as required. The general composition of the PMC shall be as follows--
1.4.9 However the exact composition of the team shall consist of any or all the above mentioned functionaries depending on the requirement of the project. It could also consist of more/less than the member of one type of functionaries, as decided by IIIT-DWD depending on the requirement of the project. The deployment of the personnel (continuous or intermittent) at site shall be done on approval of IIIT-DWD.

1.4.10 Maximum age for the personnel in the PMC shall be 60 years.

1.4.11 The bidder is required to submit the CVs of the members of the team proposed for deployment as set out in the RFP, which shall be evaluated as provided in the RFP. The personnel proposed in the team shall be required to attend IIIT-DWD office for personal interview at their cost. If a person proposed for any position is not found suitable by IIIT-DWD, another CV shall be submitted and the same procedure shall follow till a suitable person for the given position is approved.

1.4.12 IIIT-DWD intends to adopt a single stage bidding process for selection of Technical Consultant for the assignment. Terms of References and Scope of Service is set out in Section-4.

1.4.13 The Proposals received from eligible technical consultants shall be evaluated on the basis of the criteria set out in this RFP document. Each Bidder shall submit a maximum of one (1) Proposal for the Assignment. Any Bidder who submits more than one Proposal for the Assignment shall be disqualified. The Bidder shall also be responsible and shall pay for all of the costs associated with the preparation of its Proposal and its participation in the bidding process.

1.4.14 The Successful Bidder is required to enter into a Consultancy Agreement with IIIT-DWD and the draft of the same is set out in Appendix C. The fees shall be paid to the Successful Bidder by IIIT-DWD in the manner as set out in the Consultancy Agreement.
1.4.15 The Consultancy period shall be initially for 24 months effective from the joining date of the Team leader which can be extended by another term of one year. However, the PMC team, of the given project/s shall continue to work till the completion of the project/s.

1.4.16 The Proposal shall remain valid for a period not less than 180 days from the Proposal Due Date (Proposal Validity Period). IIIT-DWD reserves the right to reject any Proposal, which does not meet this requirement. The proposal validity period may further be extended on mutual consent.

1.4.17 It is desirable that the applicant does not have any litigation(s) in process. The applicant must submit information of on-going litigations and litigations had in the past seven years. In the event that the applicant has no litigations either in process or in the past 7 years, an affidavit to this effect, duly notarized must be submitted in original.

1.5 EARNEST MONEY DEPOSIT (EMD)

1.5.1 Proposal should necessarily be accompanied by an Earnest Money Deposit for an amount of Rs.1, 50, 000/- (Rs. OneLakh Fifty Thousand only) in the form of demand draft of a scheduled bank issued in favor of, IIIT Dharwad, payable at Dharwad.

1.5.2 EMD shall be returned to the unsuccessful Bidders after issue of letter of acceptance to the Successful Bidder. EMD submitted by the Successful Bidder shall be adjusted towards the performance security and retained by IIIT-DWD.

1.5.3 EMD shall be forfeited in the following cases:
   i) If any information or document furnished by the Bidder turns out to be misleading or untrue in any material respect and
   ii) If the successful Bidder fails to execute the Consultancy Agreement within the stipulated time or any extension thereof provided by IIIT-DWD.

1.6 CLARIFICATIONS AND AMENDMENTS TO RFPDOCUMENTS

1.6.1 Bidders may request a clarification of any of the issue related to the RFP document up to 27-04-2018. Any request for clarification must be sent in writing to the e-mail address mckj.iiitdwd@gmail.com. The responses of IIIT-DWD will be uploaded in the website (www.iiitdwd.ac.in), without identifying the source of inquiry.

1.6.2 At any time before the proposal due date the IIIT-DWD may, whether at its own initiative, or in response to a clarification requested by a firm, amend the RFP by issuing an amendment. The amendment shall be uploaded in the website (www.iiitdwd.ac.in) only. The amendments shall be binding on the bidders. To give bidders reasonable time to take an amendment into account in their proposals, the IIIT-DWD may at its discretion, if the amendment is substantial, extend the deadline for the RFP submission by uploading a notice in the website of IIIT-DWD only. In case there is a substantial change in RFP, IIIT-DWD will publish the revised RFP. Revised RFP will be uploaded in the website (www.iiitdwd.ac.in) and the same should be submitted.

1.6.3 Any corrigendum related to this will only be published in the Institute website.
1.7 CONFLICT OF INTEREST

1.7.1 IIIT-DWD policies require that selected bidders under contracts provide professional, objective, and impartial advice and at all times hold the IIIT-DWD interests paramount, avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work. Bidders shall not be engaged for any assignment that would be in conflict with their prior or current obligations to other IIIT-DWD, or that may place them in a position of not being able to carry out the assignment in the best interest of IIIT-DWD. Without limitation on the generality of the foregoing, bidders, and any of their associates shall be considered to have a conflict of interest and shall not be engaged under any of the circumstances set forth below:-

i. If a consultant combines the function of consulting with those of contracting and/or supply of equipment; or

ii. If a consultant is associated with or affiliated to a contractor or Manufacturer; or

iii. If a consultant is associated with or affiliated to or combines the function of Consulting with firm that prepared the Detailed Project Report (DPR) or proof checking engineering, design for the project(s) under assignment.

iv. If a consultant is owned by a contractor or a manufacturing firm for the project(s) under assignment, offering services as bidders for the consultant should include relevant information on such relationships along with a statement in the Technical proposal cover letter to the effect that the consultant will limit its role to that of a consultant and disqualify itself and its associates from work, in any other capacity or any future project within the next five years (subject to adjustment by IIIT-DWD in special cases), that may emerge from this assignment (including bidding or any part of the future project). The contract with the consultant selected to undertake this assignment will contain an appropriate provision to such effect; or

v. If there is a conflict among consulting assignments, the consultant (including its personnel) and any subsidiaries or entities controlled by such consultant shall not be engaged for the relevant assignment.

1.8 FRAUD AND CORRUPTION

IIIT-DWD requires that bidders to observe the highest standard of ethics during the selection process and in execution of contracts. In pursuance of this policy, the IIIT-DWD:

(i) Defines, for the purposes of this provision, the terms set forth below as follows:

(a) “Corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any party in the consultant selection process or in contract execution;

(b) “Fraudulent practice” means a representation or omission of facts in order to influence a selection process or the execution of a contract;

(c) “Collusive practices” means a scheme of arrangement between two or more bidders, designed to influence the action of any party in a consultant selection process or the execution of a contract;

(d) “Coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in consultant selection process, or affect the execution of a contract; and
(ii) IIIT-DWD will reject a proposal for award if it determines that the consultant recommended for award has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question;

(iii) IIIT-DWD will sanction a party or its successor, including declaring ineligible, either indefinitely or for a stated period of time, such party or successor from participation in IIIT-DWD-financed activities if it at any time collusive or coercive practices in competing for, or in executing, an IIIT-DWD-financed contract; and

(iv) IIIT-DWD will have the right to require that, in consultant selection documentation and in contracts financed by the IIIT-DWD, a provision be included requiring bidders to permit the IIIT-DWD or its representative to inspect their accounts and records and other documents relating to consultant selection and to the performance of the contract and to have them audited by auditors appointed by the IIIT-DWD.

1.9 PERFORMANCE SECURITY:-

The selected Consultant shall furnish within 10 days of the date of issue of Letter of Intent (LOI), an unconditional Bank Guarantee. The Bank Guarantee shall be issued by any nationalized bank for an amount equivalent to 5% of the total estimated fee of the Consultancy services of the Consultant. The Performance guarantee shall remain valid for a period of one year beyond the scheduled date of completion of services. It should be extended as & when the time period is extended.

1.10 CONTRACT AGREEMENT:-

The selected Consultant shall enter into and execute the Contract with the Client. The Contract Agreement shall include the RFP document; copy of the Bank Guarantee for Performance Security; the minutes of the Pre-Bid meeting if any, all letters exchanged between consultant and client before the date of execution of the Contract, Scope of Work, Contract Fee, Payment Schedule, Project Time Schedule, and other clauses like Indemnity Clause, Provisions for Modification of Contract; Termination of Contract; Confidentiality; Obligations and Liability of the Parties; Settlement of Disputes; Liquidated Damages; Representations, Warranties and Disclaimer; Force Majeure; Severability; Survival Clauses etc. The Contract will be executed within 30 days from the date of issue of Letter of Intent (LOI).

If the consultant fails to execute the contract within 30 days from the day of issue of Letter of Intent for any reason whatsoever, the consultant will be liable to compensate IIIT Dharwad with liquidated damages equivalent to 10% of the total estimated fee of the consultancy services payable under the present agreement.

1.11 RIGHT OF REJECTION:-

The IIIT-DWD reserves the right to reject any proposal that does not address all the requirements of the RFP. In addition the IIIT-DWD reserves the right to accept or reject any proposal submitted by the Consultants, and to cancel the RFP process and reject all proposal submissions at any time, without thereby incurring any liability to the affected Consultant or any obligation to inform the affected Consultant the grounds for IIIT-DWD action.

1.12 DISQUALIFICATION

The IIITDWD may disqualify bids on account of but not limited to the following reasons:

a) If received after the last date and time.
b) If the bidder disregards any of the terms & conditions of the bid and/or leaves any ambiguity in calculation of the consultancy fee.

c) If the participant attempts to influence the selection process.

d) Conditional bids.

The decision of the IIIT dwd in the matter of disqualification shall be final and binding on the firms.

1.13 TERMINATION OF BID

a) Against all expectations entertained by IIIT DHARWAD, if none of the participating firms could be declared by the institute as the winner of the bid, the bidding will be regarded as terminated.

b) IIIT Dharwad reserves right to accept or reject only / all bidders including the lowest bidder without assigning any reason(s) whatsoever.

1.14 SETTLEMENT OF DISPUTES

The decision of the Institute shall be final & binding on participating firms. In the event of any grievance, the aggrieved party may make a representation before the Director of IIIT Dharwad, within 3 working days of the announcement of the successful bidder. The Director of IIIT, Dharwad will decide upon the issue raised by said aggrieved party and will give his finding in writing within 15 days of receipt of said representation. The findings of the Director IIIT Dharwad will be final and binding upon the aggrieved party.

1.15 ADDITIONAL INFORMATION

The Director, IIIT DHARWAD reserves the right to:

i) Postpone and / or extend the date of receipt of or to withdraw the bidding notice without assigning any reason thereof, entirely at the discretion of the IIIT DHARWAD. In such an event, consulting firms shall not be entitled to any compensation in any form, whatsoever.

ii) Reject or accept proposals; and

• Cancel the bidding process and reject all or any of the proposals and will not be bound to accept lowest or any proposal or to give any reasons for the decision. This document is non -Transferable.

• In case, the last date for submission & opening of tenders is declared as a public holiday, the next official working day shall be deemed as last date of submission and opening of proposals without any change in time indicated. No separate notice to this effect shall be issued.

1.16 BRIEF DESCRIPTION OF WORK

The Institute has planned to construct some buildings and facilities as detailed in this document, in its Phase 1 of the construction project. The Institute desires to appoint an agency for providing Project Management Consultancy (PMC) services from reputed agencies for the work of “Design and Build of Academic Buildings, Hostel Buildings, Residential buildings, Outdoor Sports Centre, Ancillary buildings along with External Development and all Engineering services at the permanent campus of IIIT DHARWAD at Tadsinkoppa, District Dharwad of Karnataka, India” Including General civil works, Plumbing, Electrical, Firefighting, HVAC and other related services works.

i. **Estimated cost of the project for which PMC is required**: Approx. Rs. 135 Crore. The cost is indicative only. Actual cost may vary at the time of tendering the actual work.
ii. **Time Period for PMC:** PMC will be for a period of 24 months. However, PMC will be co-terminus with the project phase 1 including defect liability period. If contractor’s time period is increased for whatsoever reason, PMC also would be deemed to have been extended by the same time period including defect liability period.

**SECTION – 2**

**PREPARATION & SUBMISSION OF PROPOSAL**

### 2.1 GENERAL:

- The Consultants must read the RFP document carefully and submit their bids in strict conformity with the requirements as given in the document. The proposal and related correspondence and documents shall be written in English language.
- The Consultants are advised to acquaint themselves with all information including risks, contingencies and other circumstances in execution of the work at their own risk, responsibilities and cost. Consultants are advised to visit site at their own cost and familiarize themselves with the site.
- The Consultants must submit all the pages of this RFP document duly signed and stamped by the Consultants’ authorized representative, as token of having accepted all the terms and conditions of the document. In case any corrections, additions, or alterations are made in the RFP document, such proposal shall not be considered.
- All the persons working for the consultant are also supposed to follow the highest level of work ethics. If any such person indulge in corrupt and fraudulent practices, the Consultant is liable to be disqualified.
- The Consultant is expected to ensure that person of proven ability and adequately qualified are only employed at site and they work diligently. If client finds any Engineer/ other personnel not up to the mark, the consultant shall withdraw such person(s) from site and replace him / them by posting new ones. In case, an Engineer(s) resigns from his / their employment or is transferred to some other assignment, the consultant shall immediately provide a substitute of equivalent caliber. Consultant shall not make any changes in the personnel deployed by him without prior permission of client.
- Consultants are advised to understand carefully entire scope of work and allied activities involved in the execution of the project.
- Consultants shall not make any corrections, additions or alterations in the terms and conditions of RFP document. In case any corrections, additions, or alterations are made in the RFP document, such proposal shall not be considered.
- Director, IIIT Dharwad reserves the right to terminate the selection process or postpone the same at any stage without assigning any reasons thereof. The proposal must remain valid for a period of 180 days for acceptance from the date of opening of the financial bid.
- For the items including “scope of work” for consultant the elaboration / description of work will not be ground for claiming additional fee or remuneration.
- The proposal shall be submitted in two bids, namely Technical bid & financial bid in separate sealed covers.
- A conditional bid is liable to be rejected.
- The proposal on submission by the Consultants shall become the property of the IIIT-DWD.
2.2 **PREPARATION OF THE PROPOSAL**

The proposal shall be in English language. The original proposal (Key submissions, Technical and Financial proposals) shall contain no interlineations or overwriting, except as necessary to correct errors made by bidders themselves. Any such corrections, interlineations or overwriting must be initialed by the person(s) who had signed the proposal. The authorized representative of the bidder shall initial all pages of the original hard copy of the Key Submissions, Technical and Financial proposal. All the documents should be Hard Bound.

Bidder’s proposal (the proposal) shall consist of three (3) envelopes –

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<th>Envelope-1</th>
<th>Key submissions</th>
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<td>Envelope-2</td>
<td>Technical proposal</td>
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<tr>
<td>Envelope-3</td>
<td>Financial proposal</td>
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The bidder shall submit Original hard bound document in each of the above envelopes.

The contents of the envelopes are set out below:

2.2.1 **Envelope 1: “Key Submissions”**

The following documents shall be submitted in Envelope 1 –

- **i)** Letter of proposal in the prescribed format ([Appendix A](#));
- **ii)** A non-refundable processing fee as a crossed demand draft is required to be enclosed for an amount of Rs.20,000 (Rupees twenty Thousand only) drawn in favour of IIIT Dharwad, payable at Dharwad.
- **iii)** Earnest Money Deposit for an amount of Rs.1,50,000/- (Rs.One Lakh Fifty Thousand only) in the form of a Demand Draft in favour of IIIT Dharwad, payable at Dharwad.
- **iv)** Power of Attorney for signing the proposal in the prescribed format ([Appendix – B](#)).

2.2.2 **Envelope 2: “Technical Proposal”**

The following documents shall be submitted in Envelope 2 –

- **(i)** Letter of Transmittal ([Appendix D](#)).
- **(ii)** Annual Turnover in last Five Financial Years from project Management Consultancy Services in **Form A**. The Turn Over should be certified by the Statutory Auditor/Chartered Accountant. Turn Over not certified by Statutory Auditor/Chartered Accountant or not clearly stating that the turn over relate to revenue received from project Management Consultancy Services shall not be considered for evaluation.
(iii) Solvency Certificate: - Solvency certificate from Bankers for minimum Rs.1.5 Crores not older than six months (Form-B).

(iv) Description of Experience of Bidder to illustrate Experience (Not to exceed A-4 size Three page for each Project) in Form C or equivalent format. Experience of Project Management Consultancy (from Project Commencement to Completion) should be supported by a certificate from an authority of the rank of Registrar/ General Manager of the client. The certificate should clearly set out the name of the project, activities undertaken, project cost, date of commencement and date of completion of project management consultancy services. In case the Project cost is not set out in the certificate from the client, the bidders can submit a certificate from Statutory Auditor indicating the same. In case of works done for the client other than Government/Government undertaking, the bidder shall submit the copy of TDS, duly notarized issued by the client for the total period of work as a proof of the payment made by the client along with the copy of work order and the completion certificate.

(v) CVs (Curriculum vitae) of the Team leader and Engineers proposed for this assignment. It should not exceed four pages (A-4 size) for each expert’s CV using Form D. The name, age, nationality, background employment record, and professional experience of each nominated expert, with particular reference to the type of experience required for the assignment should be presented in the CV.
   a. All nominated experts must be Indian nationals. Only one CV should be submitted for each position. Higher rating will be given to nominated experts who are regular full-time employees who have been employed continuously by the bidder for more than 12 months prior to the proposal due date.
   b. Each expert should confirm that the content of his/her curriculum vitae (CV) is correct and the experts themselves should sign the certification of the CV, the same should have counter signature by the authorized representative. However, in particular cases, the IIIT-DWD may accept a senior officer of the bidder signing the CVs on behalf of the experts. If, for valid reasons, the experts are unable to do so, and the bidder’s proposal is ranked first, copy of the CVs signed by the experts concerned must be submitted to the IIIT-DWD prior to the signing of agreement.

(vi) Performance appraisal report should be submitted in Form-E for works that are illustrated in FORM-C.

(vii) A brief description of the organization supported by a certified copy of registration of the Firm and details of contact person in Form-F. Also submit FORM-G for technical & Administrative personnel proposed to be deployed.

(viii) Resource sheet proposed to be used in the execution & its availability in the Form-H.

(ix) General approach and methodology, work and staffing schedule in Form-I. It should be in maximum ten (10) pages inclusive of charts and graphs. Comments, if any, on the TOR to improve performance in carrying out the assignment. Innovativeness will be appreciated, including workable suggestions that could improve the quality/effectiveness of the assignment.

(x) The Technical proposal shall not include any financial bid information and any Technical proposals containing financial bid information shall be declared non-responsive.

2.2.3 Envelope 3: Financial proposal:-
   a. Tenders are required to submit their financial Bid quoting consultancy fees as per Form J of this document.
   b. The total amount indicated in the financial Bid shall be without any condition attached or subject to any assumption, and shall be final and binding.
c. The financial bid shall take into account all tax liabilities including income tax and other direct taxes payable by the Consultants and all payments shall be subjected to deduction of taxes at source as per applicable laws.

d. Only GST shall be reimbursed at actual & as per prevalent rule at the time upon production of documentary evidence and no other tax shall be reimbursed.

The financial proposal must be submitted in hard copy using Form J. Bidders shall use only Indian currency in preparation of Forms J. The quote shall be inclusive of – Cost of personnel, all out of pocket expenses, cost of lodging, boarding, travel, transportation, documentation overhead, all the taxes, cost to company, profits etc. The GST shall only be reimbursed separately.

The remuneration corresponding to personnel should also include all the taxes, all out of pocket expenses, their lodging and boarding and local travel etc.

The financial proposal shall be placed in a sealed Envelope –3 clearly marked in red felt pen “FINANCIAL PROPOSAL” and with a warning “DO NOT OPEN WITH THE TECHNICAL PROPOSAL.” If the financial proposal is not submitted by the bidder in a separate sealed envelope and not duly marked as indicated above, this will constitute grounds for declaring both technical and financial proposals non-responsive.

2.3 Proposal Due Date:-

a. Proposals should be submitted before 15:00 hrs on or before 02/05/2018 at the IIIT Dharwad office in the manner and form detailed in this RFP document. Proposal submitted by facsimile transmission or telex or e-mail will not be accepted.

b. IIIT Dharwad at its sole discretion, may extend the proposal due date.

c. Any proposal received by IIIT Dharwad after the due date shall be returned unopened to the sender.

NOTE: In case where the entire ongoing consultancy project of the bidder is yet to be completed but the successfully completed and commissioned part of the project meets the criteria of Rs 135 crore as laid down above, firms may list the same along with appropriate certificate from the owner as to the satisfactory completion and commissioning of the said part of the project.

2.4 Presentation

The qualified firms will cover the following aspects in their presentations. The presentation by each firm/s should be of 30 minutes followed by upto 15 minutes duration for discussion. Firms will be provided Power Point projector / media for making presentations. The weightage of presentation evaluation towards final evaluation shall be 30%.

The presentation include following points.

- Organization structure
- Key performance indicators of bidder.
- Reporting and recording systems.
- Quality plan.
- Billing plan that might be used for contractor.
- Strength & weakness of the organization in terms of PMC.
- Hypothetical (work plan) executional stages in details considering bidder is selected as PMC & the project to be awarded after proper tendering procedure.
- Exemplify your technical expertise w.r.t scope of work detailed in section-4.
2.5 Pre-Proposal queries
All queries of bidder shall be submitted in writing latest by 27/04/2018 to IIIT Dharwad. All queries & their reply would form a part of RFP document.

SECTION – 3

EVALUATION AND SELECTION CRITERIA

The PMC will be selected based on the total of weighted marks of technical bid, financial bid and presentation, required to be made before a committee constituted by IIIT-DWD. There will be a marking system and financial, technical bid and presentation will have 40%, 30% and 30% weightage respectively in a scale of 100 marks. Firm with the highest weighted marks after final evaluation will be selected.

SECTION – 4

TERMS OF REFERENCES & SCOPE OF SERVICES

4.1 OBJECTIVE OF THE ASSIGNMENT

1. The objectives of the consultancy service is to ensure timely completion of construction works with due regards to sound contract management, quality, safety and environment practices in accordance with the contract provisions.

2. The broad scope of services shall include but not limited to the following:-
   a. The Consultant shall provide onsite construction supervision to the Construction of Phase-1 at IIIT Dharwad.
   b. In the process, the Consultant shall monitor and control the progress to keep the works completed on Schedule and within Budget.
   c. The Consultant shall be fully responsible for monitoring quality and standards for the project and shall ensure for necessary statutory compliances.
   d. The Consultant shall ensure that all the components of the work are carried out in full compliance with the Architectural and Engineering design, technical specifications and contract conditions.
   e. The Consultant shall make adequate and correct documentation of the project for dealing with legal and contractual aspects of the all the works of IIIT Dharwad.
   f. Consultants are required to provide particular emphasis on safety during construction.

4.2 The Phase 1 Works shall include the following, the total built area of which would be approximately 40,000 Sqm and including all services like road, electricity, PHE etc.
   a) Academic Buildings
   b) Hostel Buildings
   c) Faculty and Staff Housing
   d) Outdoor Sports Facilities
e) Ancillary buildings
f) External Development Works and all Engineering services at the campus of IIIT Dharwad. The Architects engaged by IIIT Dharwad will prepare the concept designs, architectural and structural details of the buildings including designs & details of MEP services etc. The consultant to be engaged by IIIT Dharwad shall ensure that the working drawings and execution done by the contractor is in full conforming to design and drawings given by architect.

4.3 **MODEL STRUCTURE FOR PMC INTERFACE:**

![Model Structure Diagram]

4.4 **SCOPE OF WORK:**

4.4.1 PMC will plan, coordinate and execute the activities leading to the construction of buildings and campus developments on site. All the activities till the completion of buildings & their handing over will be taken care of by PMC. All functions, other than those assigned to the Architect as per scope of work, required for developing the total infrastructure till handing over of the completed buildings and other infrastructure of the campus, will have to be performed by the PMC.

PMC will review, study and analyze the briefs, designs, concepts, preliminary & detailed designs, estimates, BOQ documents and tendered documents etc. submitted by the Architect before recommending them for approval of IIIT-DWD. Thereafter, IIIT-DWD issue Notice Inviting Tender (NIT). Consultant will evaluate the bids and put up detailed result of the bid/s scrutiny to the bid to the institute. IIIT-DWD will award the work to the contractor(s) and PMC shall get them executed as per approved specifications & requirements in compliance with applicable CPWD/KPWD /Govt. norms and procedures.

- After awarding the work to the Contractor(s), PMC will coordinate with the Contractor(s) for timely execution/completion of the project based on requirements of IIIT-DWD. In addition to this PMC shall also ensure that the contract clauses whether related to quality or quantities of work are respected and the works are executed in accordance with its provisions.
- The PMC will supervise the construction work to ensure adherence to the drawings, prescribed high standards of quality and timely completion of the project and verify and certify the Contractor(s) bills to IIIT-DWD for payment.
- PMC will make all engineering decisions including necessary correspondence with architects, Contractor(s) etc., required for the successful and timely implementation of the Project after consulting with IIIT-DWD.
For Request for Proposal (RPF) for Project Management Consultancy (PMC) Services—For Phase 1 Works at IIIT Dharwad Campus.

- PMC will ensure adherence to relevant, CPWD/KPWD specifications, BIS codes, CVC guidelines, environment and other regulatory requirements and will also ensure observance of all formalities/documents/day to day activities as defined in CPWD/KPWD Works Manual for execution of 'Works Contract' and as directed by IIIT-DWD form time to time.

- IIIT-DWD may at its discretion, hire the services of an independent agency for quality audit for checking and ensuring the quality of construction to which the PMC will render due assistance in discharge of their duties.

- The construction work is open to technical/quality audit/financial audit by any authorized Government agency or any agency authorized by the IIIT Dharwad to which the PMC will render assistance in discharge of their duties.

- PMC shall be fully responsible for quality control and shall put in place such measures as are essential for ensuring regular on site quality checks. The PMC shall make provisions for third party test of materials and any equipment from a Government approved testing labs and institutes. The cost of such third party tests shall be paid by Contractor(s).

- The project shall be headed by sufficiently senior and competent person having relevant experience and of impeccable integrity. The PMC shall submit the tentative organization chart for managing the project so that appropriate decisions are taken quickly. However, the actual number of technical personnel to be deployed and the deployment schedule shall be prepared by the PMC and mutually agreed upon after award of work. This schedule shall be prepared in a manner that all the functions required to be performed by the PMC as per the scope of their work are performed completely and efficiently. The deployment schedule shall be reviewed from time to time and necessary revisions/adjustments shall be made in the schedule as may be found necessary on the basis of joint assessment of the site requirements by the IIIT-DWD and the PMC. The Project Head and other officials assisting Project Head shall not be changed during the implementation of the project except with concurrence of IIIT-DWD.

PMC shall execute the project in a time bound manner and hand over the building/other works complete in all respect certified by IIIT-DWD within the time limit of 18 months starting from the 10th day of issue of award letter to Contractor(s). PMC shall ensure that no time and cost overrun occurs. PMC shall provide Construction Management Services from the start of construction and handing over of the project to the IIIT-DWD for use. It shall also be the responsibility of the PMC to liaise and coordinate with various agencies for smooth execution of the project. Responsibilities of Project Management Consultant for construction stage shall, inter-alia, be as under:

- Prepare detailed coordinated construction schedule.

- To ensure that the construction drawings are finalized after coordination with other disciplines and all agencies to have clear demarcated responsibility.

- Check and finalize Contractor(s) detailed programmes of activities commensurate with Provisions.

- Check and approve all Contractor(s), sub-Contractor(s) and agencies for carrying out the works. Day-to-day supervision of work to ensure proper quality, workmanship and Timely completion of the work by employing adequate number & level of engineers & supervisory staffs as per sound engineering practices.

- Checking fabrication drawings, bar-bending schedules and all other architectural/Structural Details during construction.
- Conduct site meetings & coordination meetings with all agencies for timely completion of the project.
- Carry out quality assurance checks & adhere to maintain quality reports.
- Provide effective coordination between various agencies working at the site and the firm to ensure timely availability of the inputs required for un-interrupted construction at site all in accordance with agreed programmes of the activities.
- Fully responsible for getting the project work executed as per drawings & specifications and should also ensure completion of job, quality expectations, within sanctioned cost outlay of the project. In case of any deviation from the preliminary approved drawings during execution of the works, the same shall be referred to IIIT-DWD for approval.
- Rendering timely advice for implementing special measures for effecting cost/quality/time benefit for the project.
- Interact & Liaise with IIIT-DWD to understand, integrate and link the services to the building services.
- Provide detailed justification for necessity of changes in terms of design, quantities, and specifications etc. & obtain approval thereof from IIIT-DWD. In case there is likelihood of excess expenditure over the approved preliminary estimates at any stage of work, PMC shall submit revised detailed estimates along with justification for affected items of work for approval from IIIT-DWD.

- Provide quick clarifications to designs or details that have been provided vide drawings or immediate solutions to the clarifications sought by the Vendors/Contractor(s).
- Check and inspect testing of materials and work as required. If so required, testing and checking of manufactured items have to be carried out at the manufacturer’s factory as per provision in the Contract.
- Drawing up and putting in place a Quality Assurance Plan as well as a Safety Assurance Plan along with an appropriate and efficient mechanism to ensure their effective implementation at site.
- Detailed Checking and Certification of Contractor(s) running and final bills of the works executed for the purpose of payment to be released to the construction agencies.
- To reply and settle the observations/objections/paras (if any) of the Chief Technical Examiner, Audit or any other checking / investigating agency of the Government.
- Final inspection, snagging, supervision of testing and commissioning of various systems and assisting the IIIT-DWD in taking over of various parts of works and of various systems.
- Generate and submit to the IIIT-DWD time-to-time progress reports in the agreed formats and at the agreed frequency. For this all the necessary data relevant to the execution of work including materials brought and consumed at IIIT-DWD site, hindrances if any, records of daily labour deployed etc. shall be maintained.
- PMC shall also apprise the IIIT-DWD of the progress and/or activities of the project on weekly/fortnightly/monthly basis as deemed fit by IIIT-DWD by preparing and submitting monitoring reports. The report shall inter-alia include the following:
  - Name of Project, Project Management Consultant, Architect and Contractor(s).
  - Scope of Works of Contractor(s)
  - Date of Commencement/Date of Completion: Scheduled & Actual

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- Major Issues and Decisions Pending including Drawings Constraints (if any), Site constraints (if any), Equipment Constraints (if any)
- Status of Progress of Work: Cash Flow Chart, & Bar Chart.
- Areas of Concern, List of Registers Maintained by PMC
- Labour Deployment Chart.
- List of Equipment Mobilized at Site
- Materials/Personnel at Site
- Status of Payment to Contractor(s)
- Quality of Material /Tests
- Cost Split Up of the Package
- Photographs and video recordings of the Site.
- Site Order Book
- Visitor’s Site Inspection
- all statutory inspections and checks and so on.,
- PMC shall be fully responsible for dealing with the Arbitration cases, if any, for contracts entered between IIIT Dharwad and various agencies. PMC will prepare claims/ counter claims, attend hearings and provide all necessary assistance to the Arbitrator till final settlement of disputes which shall be as per PMC’s own procedures by following Arbitration & Conciliation Act 1996. It shall be the sole responsibility of PMC to defend the case provided there is no fault / negligence / delay on the part of IIIT-DWD on any matter whatsoever for which dispute has arisen between two parties. The cost of arbitration / litigation, and award if any, arising out of any arbitration due to reasons attributable to PMC shall be borne by PMC. The PMC shall have to bear the cost of award and litigation/arbitration for reasons attributable to PMC. PMC shall take all necessary steps to safeguard IIIT-DWD interest while awarding the works to the Contractor(s).

4.4.2 Architectural & Other Details:

The Project Management Consultant (PMC) will ensure that all design, drawings, details, specifications including those of Architect / Contractor(s) are sufficient for execution of the Project. In case any drawings, details etc. are lacking in the opinion of the Consultant, the same shall be intimated to the institute in writing. The Consultant may also liaise with the Architect/ Contractor(s) for providing / making good the deficiencies to avoid any delay of the project, keeping the client informed well in advance of such liaison with the Architect/ Contractor(s).

(a) Project Management:-

- Conduct ‘Kick-off’ project meetings to facilitate total project review;
- Prepare Work – Break down Schedule for the project based on financial model and time & Contractor(s) agreement.
- Prepare systems for Cost Controlling & Time Management.
- Prepare master project schedule & project execution, plan and present to IIIT Dharwad for approval. Identify Critical Path Activities and establish sign off dates for key activities.
- Establish key project risks, bottlenecks and set plans to mitigate them.
Co-ordination with the Architect for Architectural drawings in terms of clarification, modification if required due to site conditions. Also co-ordination with respect to utilities & services, interior, landscape and any other external development works for smooth and efficient functioning of the project.

Work should be executed based on IIIT Dharwad conceptual guidelines and approved architectural designs and details.

- Co-ordinate with Architect for finalization of contract conditions.
- Ensure that applications for statutory approvals and consents etc are submitted in accordance with programs and bringing it to the notice of the IIIT Dharwad for any potential delays.
- Provide Value Engineering service that will result in economical and quality product.

(b) **Proof Checking MEP Services**

The Architect will provide detailed design MEP services and PMC will evaluate the same from design, technology, time to implement, cost & quality perspective.

(c) **Proof Checking of Structural Designs:**

The architect will provide the structural design of buildings / structures validated by reputed third party like institute of national importance. The PMC shall carryout the proof checking of the detailed structural drawings and ensure that the contractor complies with them. The employer at its discretion may deploy any additional agency for proof reading also. The consultant shall be bound to share its own result of verification & co-operate with third party for the same.

(d) **Utilities & Services:**

The utilities & services shall include and not limited to:

- HVAC Works
- Electrical Works, adoption/certification energy efficiency of the equipment/machines
- Plumbing, Water supply and Sewage Treatment Plant
- Road and other external developmental works
- Fire Detection & Fire Fighting Work
- Security System / Access Control with centralized monitoring
- Audio Visual System
- Solar water Heating, lighting System & Solar Energy Utilization including solar roads
- Voice & Data communication system including smart sensors and broadband Wi-Fi integrated with lamp poles
- Rain Water Harvesting,
- Landscape Work including water body development
- UPS, Back-up Power Source and Intelligent Lighting System, etc.

The proof checking of all services also is included in the scope of consultant.
4.4.3 Pre Construction Stage:-

i) Tendering:-

Client will invite Notice inviting Tender as per documents and estimates received from the architect duly vetted by the PMC. Technical bids will be evaluated by PMC by following procedure to be finalized in consultation with the Client and as per CPWD/KPWD norms/ Govt norms. Financial Bids of technically qualified bidders will be opened and PMC will evaluate the bids and put up detailed result of the bid scrutiny to the Client. The PMC and the IIIT Dharwad shall be jointly responsible and decide to finalize the whom works should be awarded and Client will issue necessary work orders.

The responsibility shall include but not limited to

- Discussions with IIIT-DWD and finalization of project including illustrating the IIIT-DWD requirements.
- Checking BOQ/ Cost Estimation for tendering.
- Checking RFP documents to be released.
- Checking of the Architectural, technical specifications, services and all other drawings submitted by Architect to ensure their completeness/ correctness.
- Ensure timely collection, checking and submission of shop drawings / technical submittals viz. material specification sheets, technical literatures, material price quotations to the Architect for approval and ensure that GFC (Good for Construction) drawings are followed for execution. Finalize and approve with seal & sign, the drawings / designs received from the Architect / Contractor(s).
- Hold Contractor(s) interaction meetings, pre bid meetings and ensure clarity on queries generated.
- Process the pre-qualification of Contractor(s) generally as per CPWD/KPWD guidelines by following applicable government procedures.
- Analyze the received bids for award of work of Project after approval of its competent authority.
- Preparing detailed PERT/CPM charts.
- Cash flowchart.

4.4.4 CONSTRUCTION STAGE:-

i) Construction:-

- Analysis for the various project related activities with reference to time frame, resource allocation & scheduling using latest techniques and software as approved by the IIIT-DWD.
- Attend periodic meetings to review the progress of the project works in terms of various buildings and services. Such meetings shall be held with the Architects, Contractor(s), IIIT Dharwad Engineer-in-charge and Sub-Consultants.
- Review and monitor the Contractor(s) quality control and quality assurance procedure in co-ordination with the Architects.
- Manage and inspect on site activities / day-to-day supervision of works under execution to achieve high quality construction and installation in accordance with drawings and specifications; construction and installations are as per design intent and as per approved method statement; right sequence of construction is followed.
Request for Proposal (RPF) for Project Management Consultancy (PMC) Services - For Phase 1 Works at IIIT Dharwad Campus.

- Construction is as per timelines, material delivery schedules are as per project timelines;
- Record measurement of works under execution in proper Measurement Books (MB) and keep proper custody of the MBs to be produced for inspection, of measurement records whenever needed;
- Provide the IIIT Dharwad and the Architect with necessary data required for expeditious decision making.
- Furnish Financial & Physical progress reports as required by IIIT-DWD based on predetermined formats & time schedules.
- Checking of bill of the quantities prepared & submitted by the Contractor(s) including cost estimates.

ii) Cost Management:-

- Prepare and maintain project master cash flow.
- Establish a design control system to identify changes, so that timely action may be taken in order to remain within budget.
- Obtain authorization of Institute for variations in design when agreed limit of authority is exceeded.
- Scrutinize and check applicability of extra items, substituted items, deductions, reductions etc. which have cost implications and take prior approval of the Institute in authorizing such changes in works.
- Scrutinize construction bill, prepare regular valuations and payment certificates of Contractor(s)’ bills for payment in accordance with the contract, after ensuring deductions of statutory taxes.
- Submit to Institute periodical statement of costs incurred at various stages of works and provide to Institute deviation statement of costs compared to budgeted costs for various stages against cash flow.

iii) Safety Programs:-

- Have adequate safety supervision in place to ensure that safety programmes set up by the Contractor(s) are in compliance with prevalent laws and regulations.
- Review safety programs developed by each of the trade firms, prepare and submit a comprehensive safety program.
- Monitor day to day implementation of safety procedures.

iv) Labour Regulations Compliance:-

- Co-ordinate Contractor(s) compliance with requirement of Labour Laws, Welfare measures as per the law of land.
- Co-ordinate with Contractor(s) execution of works including off-site movement of materials to ensure that there is minimal disruption in the neighborhood.

4.4.5 Post Construction Stage

During this phase, the activities are likely to be as under:
- Settlement of all accounts of the firms.
- Witness testing & commissioning of all utilities and certify the same.
- Provide project completion report which shall contain all technical, functional and financial information of the project.
  - Co-ordinate with Contractor(s) and arrange for user operation & maintenance manuals and training to client’s representatives. All warranties and guarantees on equipment’s/fixtures etc. procured by the firms shall be in the name of IIIT-DWD and appropriate clauses will be inserted in the RFP documents by PMC in this regard. For specialized works like lifts, air conditioning, DG sets, power substations, firefighting etc. a suitable operation and maintenance provision may be included in the RFP documents by PMC with the stipulation that after handing over of these works IIIT-DWD shall enter into a supplementary agreement for operation and maintenance with the firms on same terms and conditions.
  - Provide adequate engineering and supervisory staff for day to day inspection / monitoring of works and during Defect Liability Period and issue of timely notice to Contractor(s) for rectification of defects, if observed.
  - Settling the Audit /CTE’s Observations and Arbitration cases etc, if any.
  - Provide all documents / reports / statements of facts / counter statement of facts for settling Audit / CTE’s observations and arbitration cases etc. including attending the hearings as and when required by the IIIT-DWD and providing necessary support as may be required by the IIIT-DWD from time to time.
  - Any other activity that is deemed necessary for the project execution & completion, but not included in the above-mentioned list shall form the part of scope of work of the PMC and the decision of IIIT-DWD shall be final in this regard.

4.4.6 Other Responsibilities of PMC

- Settlement of all accounts of the contractor(s) including reconciliation of materials supplied to the firms if any.
- Ensuring of defect liability activities by the firms during the respective liability period.
- Organizing/providing all operation and maintenance manuals through firms and training to the IIIT-DWD staff.
- Preparation of Final Report, which shall contain technical & financial information of the project.
- Records related to the PROJECT & maintained by PMC during PROJECT execution shall be handed over to the IIIT-DWD on completion of the PROJECT.
- PMC will ensure all possible mandatory tests at site.
- Checking & finalization of final estimates, assisting in the audit/ technical observation, etc. (if any)
  - Conduct Arbitration matters between IIIT Dharwad and various agencies till final settlement of disputes.
  - PMC shall prepare draft replies and get it vetted from IIIT-DWD in replying to the observations made by CTEs branch/ CAG Audit/ Vigilance etc., if required.
  - PMC shall handover the campus complete in all respect, free from all encumbrances including the vacation of temporary workers’ hutments etc. at site, if any to the IIIT-DWD.
- PMC shall maintain all registers/records during execution of works as stipulated in CPWD/KPWD recent Works Manual.
4.4.7 Obligation of IIIT-DWD

- The IIIT-DWD shall designate in writing a representative or representatives, authorized to act on its behalf with respect to the project. This designated representative shall interact with PMC on all matters.
- IIIT-DWD shall hand over the site to PMC for execution of the work.
- To bear the costs of project contingencies like advertisement of NIT in PRESS.

4.5 DEPLOYMENT OF PERSONNEL

The key personnel of Core Team shall not be replaced during the service agreement period except on any unavoidable circumstances. IIIT-DWD shall instruct the consultant to empanel personnel in advance, for the PMCs as it may deem necessary as per the implementation plans of projects. The Consultant shall submit CVs of personnel proposed to be deployed within 15 (Fifteen) days of written intimation issued by IIIT-DWD. The qualifications and experience of personnel shall conform to the qualifications and experience set out in the TOR. The age of Team Leader shall not exceed 60(Sixty). IIIT-DWD may conduct interview of each personnel at IIIT Dharwad. All the cost related to the interview shall be borne by the Consultant. If the personnel are found suitable a written approval shall be issued by IIIT-DWD. If any personnel is not found suitable, IIIT-DWD shall request the consultant to submit other CVs and the same procedure of approval shall follow.

The personnel approved by IIIT-DWD shall be deployed by the Consultant within 15 (Fifteen) days of written intimation issued by IIIT-DWD.

4.6 REPLACEMENT

a. Should it become necessary due to unavoidable circumstance to replace personnel of the team specified by name the consultant shall forthwith provide a replacement acceptable to the IIIT-DWD with comparable or better qualifications and an interview shall be conducted by IIIT-DWD at IIIT Dharwad with no extra cost with that replaced personal. The personal shall only be engaged after approval of IIIT-DWD. In the event that the person replaced is, at the time of replacement, in the field, the consultant shall bear the travel and other related costs arising out of or incidental to the replacement.

b. In the event that any of the personnel is found by the IIIT-DWD to be incompetent, or guilty of misbehavior or incapable in discharging the assigned responsibilities satisfactorily, the IIIT-DWD may instruct by giving a notice of 30 (Thirty) days to the consultant, at the expense of the consultant, to forthwith provide a replacement with suitable qualifications and experience acceptable to the IIIT-DWD.

c. The decision of IIIT-DWD is such as event shall be final and binding on the consultant.
4.7 DEPLOYMENT SCHEDULE
The number of positions and duration of deployment of personnel shall be decided and reviewed and adjusted from time to time by IIIT-DWD in consultation with the consultant, as may be appropriate for efficient performance of services provided. The consultant shall make adjustment effective in the deployment schedule without delay.
**APPENDIXES, TECHNICAL AND FINANCIAL PROPOSAL STANDARD FORMS**

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APPENDIX-A
LETTER OF PROPOSAL

The Registrar,

(On Applicant’s letter head)
Dated:
Indian Institute of Technology,
Dharwad,
IT Park, 3rd Floor.
Opposite to Glass House, Hubballi,
Karnataka 580029.

Sub: Selection of Consultant for providing Project Management Consultancy Services for Construction of Phase 1 works for IIIT Dharwad.

Dear Sir,

1. With reference to your RFP document. NIT No.:IIIT-DWD/ES/PR/PMC/PH1A/NIT/09/2013-14, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our proposal for the aforesaid Project. The proposal is unconditional and unqualified.

2. All information provided in the proposal and in the Appendices are true and correct.

3. This statement is made for the purpose of qualifying as a bidder for undertaking the Project.

4. I/We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.

5. I/We acknowledge the right of the Authority to reject our proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

6. We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.

7. We certify that we have not been barred by the IIIT Dharwad or any other state Government in India (SG) or Government of India (GoI), or any of the agencies of SG/GoI from participating in its projects.

8. I/We declare that:
   (a) I/We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority.
   (b) I/We do not have any conflict of interest in accordance the RFP document;
   (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
Request for Proposal (RPF) for Project Management Consultancy (PMC) Services - For Phase 1 Works at IIIT Dharwad Campus.

I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

9. I/We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any proposal that you may receive nor to invite the bidders to Bid for the Project, without incurring any liability to the bidders, in accordance with the RFP document.

10. I/We declare that we are not a Member of any other firm submitting a proposal for the Project.

11. I/We certify that we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.

12. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.

13. I/We further certify that no investigation by any regulatory authority is pending either against us or against our Associates or against our Registrar or any of our Directors/ Managers/ employees.

14. I/We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.

15. I/We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.

16. In the event of my/ our being declared as the successful bidder, I/We agree to enter into a Service Agreement in accordance with the draft that has been provided to me/us prior to the proposal Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

17. I/We have studied all the Bidding Documents carefully and also surveyed the project site. We understand that except to the extent as expressly set forth in the Service Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of assignment.

18. The Consultancy Fee has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Service Agreement.

19. I/We offer and attach as specified (i) Non-refundable processing fee of Rs20,000/- (Rupees Twenty Thousand Only) in the form of demand draft (ii) EMD of Rs. 150000/- (Rupees One Lakh Fifty Thousand only) to the Authority in accordance with the RFP Document.

20. I/We agree to keep this offer valid for 180 (one hundred and eighty) days from the proposal Due Date specified in the RFP.

21. I/We agree and undertake to abide by all the terms and conditions of the RFP document. In witness thereof, I/we submit this proposal under and in accordance with the terms of the RFP document.

Yours faithfully,

(Signature of the Authorised signatory)

(Name and designation of the of the Authorised signatory)

Name and seal of bidder
APPENDIX B

POWER OF ATTORNEY FOR SIGNING OF PROPOSAL

Know all men by these presents, We, ______________________________ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms (Name), son/daughter/wife of __________________________ and presently residing at ________, who is [presently employed with us/ and holding the position of______], as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our proposal for selection of Project Management Consultancy Services for Construction of Phase 1 at IIIT-DWD campus but not limited to signing and submission of all applications, Proposal and other documents and writings, participate in bidders' and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Service Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our proposal for the said Project and/or upon award thereof to us and/or till the entering into of the Service Agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ______________________________, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ____ DAY OF ________, 2018.

For ______________________________

(Signature)

(Name, Title and Address)
APPENDIX-C
CONSULTANCY AGREEMENT

THIS AGREEMENT ("Consultancy Agreement") is made on the th day of, 2018 at IIT Dharwad.

BETWEEN:

IIIT Dharwad, 3rd Floor, IT Park, Opposite to glass house, Hubballi-580029, Dharwad, Karnataka, India.(hereinafter referred to as “IIIT-DWD” which expression shall, unless it be repugnant to the context or meaning thereof, include its administrators, successors and assigns) of One Part.

AND

____________________ LIMITED, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at __________________________(hereinafter referred to as the “Consultant”) which expression shall, unless it be repugnant to the context or meaning thereof, include its administrators, successors and permitted assigns) of the Other Part

IIIT-DWD and the Consultant are collectively referred to as 'Parties' and individually as “Party”.

WHEREAS:

A. IIIT Dharwad, 3rd Floor, IT Park, Opposite to glass house, Hubballi-580029, Dharwad, Karnataka, India.

B. In response thereto proposals were received from several persons including the Consultant. After evaluating them, the Proposal submitted by the Consultant has been accepted and Letter of Acceptance No. dated was issued.

The following shall be a part of Consultancy Agreement

(i) Appendix A: Letter of Proposal
(ii) Appendix B: Power of Attorney for signing of proposal
(iii) Appendix C: Consultancy Agreement
(iv) RFP document
(v) Appendix D: Letter of Transmittal
(vi) Appendix E: Manpower deployment by PMC at IIIT Dharwad campus development
(vii) Form A: Financial Information
(viii) Form B: Form of Banker’s Certificate from a scheduled Bank
(ix) Form C: Description of Experience of Bidder to illustrate qualifications.
(x) Form D: Curriculum Vitae (CV) Format to be submitted with proposal.
(xi) Form E: Report of Works referred in form C
(xii) Form F: Structure of the Organization
(xiii) Form G: Details of Technical and Administration Personnel, in the organization and to be employed for the work.
(xiv) Form H: Resource Sheet-Equipment & Software’s
Request for Proposal (RPF) for Project Management Consultancy (PMC) Services—For Phase 1 Works at IIIT Dharwad Campus.

(xv) Form I: General approach and methodology, work and staffing schedule
(xvi) Form J: Financial proposal submission form
(xvii) Any correspondence made with the bidder past opening of financial bid and before acceptance

General Condition of Contract:
NOW, THEREFORE, in view of the foregoing and in consideration of the mutual covenants and agreements hereinafter set forth, the Parties agree as follows:

1. RELATIONSHIP BETWEEN THE PARTIES
   Nothing contained herein shall be construed as establishing a relation of employer and employee or agent as between IIIT-DWD and the Consultant. The Consultant, subject to this Agreement, has complete charge of personnel performing the Services conforming to all statutory requirements with respect to the personnel deployed and providing all appropriate benefits to them and shall be fully responsible for the Services performed by it or on its behalf. The Agreement shall commence on the date it is executed by the Parties.

2. TERMS OF PAYMENT:
   The following terms of payment shall be applicable upon signing of the agreement:

<table>
<thead>
<tr>
<th>Stage</th>
<th>Milestone Achieved</th>
<th>Extent of Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Establishment of onsite office and deployment of personnel on site.</td>
<td>5% of the fees payable</td>
</tr>
<tr>
<td>2.</td>
<td>20 percent physical progress of the project</td>
<td>15% of the fees payable</td>
</tr>
<tr>
<td>3.</td>
<td>40 percent physical progress of the project</td>
<td>15% of the fees payable</td>
</tr>
<tr>
<td>4.</td>
<td>60 percent physical progress of the project</td>
<td>15% of the fees payable</td>
</tr>
<tr>
<td>5.</td>
<td>80 percent physical progress of the project</td>
<td>15% of the fees payable</td>
</tr>
<tr>
<td>6.</td>
<td>100 percent physical progress of the project and physical handover of the project to IIIT Dharwad along with all documentation, drawings and occupancy certificates</td>
<td>15% of the fees payable</td>
</tr>
<tr>
<td>7.</td>
<td>End of Defect liability period</td>
<td>10% of the fees payable</td>
</tr>
<tr>
<td>8.</td>
<td>Successful closure of all contracts in all respects with issuance of completion certificate and finalization of final bill for each package of work.</td>
<td>10% of the fees payable</td>
</tr>
</tbody>
</table>

2.1 The key deliverables would be as per the following Table:
**Reports**

1. The consultant shall submit 5 hard copies and 2 soft copies in CD ROM the following reports to the IIIT-DWD

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Report</th>
<th>Frequency</th>
<th>Due Date/Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Inception Report</td>
<td>One Time</td>
<td>Within 15 days of Issue of work order</td>
</tr>
<tr>
<td>2</td>
<td>Quality Assurance (QA) Documents</td>
<td>One Time</td>
<td>Within 30 days of Issue of work order</td>
</tr>
<tr>
<td>3</td>
<td>Construction Supervision Manual</td>
<td>One Time</td>
<td>Within 30 days of Issue of work order</td>
</tr>
<tr>
<td>4</td>
<td>Progress Report</td>
<td>Weekly, Fortnight Report &amp; Every month</td>
<td>Fortnight Report : 3rd day on expiry of Fortnight &amp; Monthly: Before 1st day of the following month</td>
</tr>
<tr>
<td>5</td>
<td>Final Report with CD</td>
<td>One Time</td>
<td>Within 30 days of completion of services/contract</td>
</tr>
</tbody>
</table>

2. The Inception Report shall contain the details of all meetings held with the IIIT-DWD, other consultants engaged by IIIT-DWD and the contractor and decisions taken therein, the resources mobilized by the consultants as well as the contractor and the consultants’ perception in the management and supervision of the works. The Report shall also include the Work Programmes and Deployment Schedule of Staff.

3. Quality assurance document should stipulate guidelines for the maintaining quality standards in overall project at each and every stage of the project. The guidelines shall be in concurrence to the NBC/GRIHA/IEC/ISI/MORTH/IRC/CPWD/KPWD Specifications.

4. The weekly/fortnight/monthly Progress Report shall contain details of all meetings, decisions taken therein, mobilization of resources (consultants’ and the contractor), detailed compliance report of each activity, progress and the projected progress for the forthcoming periods as decided by the institution. The Report shall clearly bring out the delays, if any reasons for such delay(s) and the recommendations for corrective measures. The report shall also include the photograph and video recordings of the activities being done at the site. The report should also include safety audit and Environmental safeguard audit report on the contractor’s performance on these aspects. The report shall also contain any other aspect which IIIT-DWD may direct from time to time.

5. The supervision manual should stipulate guidelines, for administration supervision and management of the project.

6. The consultant will prepare a comprehensive final completion report after completion of the work.
The report shall incorporate summary of the method of supervision performed, problems encountered and solutions undertaken thereon and recommendations for future projects of similar nature to be undertaken by the employer.

2.2 The Consultant shall submit to IIIT-DWD five (5) hard copies and two (2) soft copies on separate CDs (all drawings in AutoCAD) of all reports/documents to be delivered as per Clause 2.1 above.

2.3 The fee payable by IIIT-DWD to the Consultant for the Services shall be computed and paid subject to the conditions of service Agreement, by IIIT-DWD on the basis of performance of the services at the agreed amount approved by IIIT-DWD and after deducting taxes at source as per applicable law.

2.4 The Consultancy Fee shall be inclusive of all applicable taxes, cess and levies except GST and also inclusive of all office and site supervision expenses which may be incurred by the firm and personnel towards office equipments and automation, hardware, software, consumables etc, documentation, travel, transportation, communication etc and head office overheads. (“Office and Site Supervision Expenses”)

2.5 The GST shall be paid by IIIT-DWD at the applicable rates as reimbursement on production of GST payment receipts.

3. **PERFORMANCE SECURITY, LIQUIDATED DAMAGES AND PENALTIES**

3.1 Performance Security
The Institute shall retain the performance security (the “Performance Security”), 10% (Ten percent), to be appropriated against breach of this Agreement or for recovery of liquidated damages as specified herein. The balance remaining out of the Performance Security shall be returned to the Consultant at the end of 3 (three) months after the expiration of this Agreement.

3.2 Liquated Damages for delay
In case of delay in submission of any deliverable other than those enlisted in clause 3.7, liquidated damages, not exceeding an amount equal to 0.2% (zero point two percent) of the Consultancy Fee per day, subject to a maximum of 5% (five percent) of the Consultancy Fee, shall be imposed and shall be recovered from the payments due or by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time in writing may be granted by IIIT-DWD. This is in addition to the item mentioned in clause 3.7.

3.3 Appropriation of Performance Security
The IIIT-DWD shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Consultant in the event of breach of this Agreement or for recovery of liquidated damages specified herein above.

3.4 Penalty for deficiency in Services
In addition to the liquidated damages not amounting to penalty, warning may be issued to the Consultant for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the institute, other penal action may be taken by IIIT-DWD, including debarring for a specified period or withholding.
3.5 In the event of total default / failure by the Consultant in providing the Services, IIIT-DWD reserves the right to get the Services executed by any other consultant at the cost and risk of the Consultant.

3.6 The PMC shall prepare a check list for submissions of bills by the contractor. The PMC shall check, verify and submit the bill within seven (7) days of receipt of the bill from the contractor/s.

3.7 The following activities shall attract penalties which shall be deducted from the bill for consultancy services:

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Activities</th>
<th>Penalty</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Report Submission</td>
<td>If there is any delay in report submission, IIIT-DWD may impose a penalty by deducting upto 1% (One percent) of the payment due.</td>
</tr>
<tr>
<td>2</td>
<td>Absent from Duties</td>
<td>For any reason whatsoever, if any team member remains absent from duty for a cumulative period of more than 15 working days in a years or more than 5 working days at one time, the consultant shall deploy a personnel of equal or higher qualification and experience under the intimation to IIIT Dharwad. In the event of the failure of the consultant to do so, a penalty of 0.1% (zero point one percent), shall be made from the payment due.</td>
</tr>
<tr>
<td>3</td>
<td>Delay in Bill Submission</td>
<td>If there is any delay in Bill submission, IIIT Dharwad will impose a penalty by deducting upto 0.5% of the for the PMC unit per delay.</td>
</tr>
</tbody>
</table>
| 4     | Change of Manpower | If there is any change in manpower  
  a. Key personnel 1time.  
  b. Other professional 2 times.  
  c. For any change in key personnel more than one time after confirmation, IIIT-DWD will impose a penalty upto Rs 50,000/- (Rupees Fifty Thousand Only) on each change.  
  d. For any change in other professionals during the work, IIIT-DWD will impose a penalty of Rs 25000/- |
| 5     | Mistake in Measurements/information for any reasons | If there is any major mistakes found in taking measurements which is larger than +/- 10%, IIIT-DWD will impose a penalty by deducting upto Rs 10,000/- (Rupees ten Thousand Only) per mistake. |
## Request for Proposal (RPF) for Project Management Consultancy (PMC) Services - For Phase 1 Works at IIIT Dharwad Campus.

### Table

<table>
<thead>
<tr>
<th>#</th>
<th>Description</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>6</td>
<td>Conduct quality control measures &amp; QA</td>
<td>The IIIT-DWD may conduct independent quality monitoring and checking of works carried out by contractor and certified or recommended for payment by the Consultant. If such checks disclose that works certified or recommended for payment by the Consultant do not meet the specified requirement, IIIT-DWD will not pay the Consultants fees for the affected portion which shall be calculated @ 2.5% of the value of such work. In addition, <strong>IIIT-DWD</strong> will impose a penalty upto 100% of such fee (calculated for the work) and without entitlement to payment of further fees in this scope of work.</td>
</tr>
<tr>
<td>7</td>
<td>Performance of the team members</td>
<td>If the service of a team member provided by the Consultant is not acceptable to the IIIT-DWD, the Consultant shall replace the team member within 30 days of given such notice. If the Consultant fails to quickly deploy/replace a team member as instructed by the IIIT-DWD, the IIIT-DWD may make temporary arrangement. The temporary deployment/replacement shall be paid by the IIIT-DWD with commensurate reduction in the person months scope of the PMC Contract. <strong>In addition to the cost of the temporary replacement, IIIT-DWD shall impose a penalty upto 50% of the cost of the temporary deployment/replacement until such time that the Consultant provides an acceptable replacement/team member.</strong></td>
</tr>
</tbody>
</table>

### 4. SUSPENSION

IIIT-DWD may by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the later fails to perform any of its obligations under this Contract, including the carrying out of the services provided that such notice of suspension (i) shall specify the nature of the failure and (ii) request the Consultant to remedy such failure within the period not exceeding fifteen (15) days after the Consultant of such notice of suspension.

### 5. TERMINATION

#### I. By IIIT-DWD

IIIT-DWD may, by not less than thirty (30) days' written notice of termination to the Consultants (except in the event listed in paragraph (e) & (f) below, for which there shall be a written notice of not less than Forty Five (45) days), such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (h) of this Clause terminate this Contract:

- **a.** If the Consultants fail to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause 4 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the IIIT-DWD may have subsequently approved in writing;
b. If the Consultants become 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.

c. If the Consultants fail to comply with any final decision reached as a result of arbitration proceedings.

d. If the Consultants submit to the IIIT-DWD a statement which has a material effect on the rights, obligations or interests of the IIIT-DWD and which the Consultants know to be false.

e. If, as a result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than Forty Five (45) days;

f. If the IIIT-DWD, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

g. If the Consultant, in the judgment of the IIIT-DWD has engaged in corrupt or fraudulent practices in executing the Contract.

h. In case the contract is terminated, the balance amount of advance fee if any, paid earlier shall be paid back by the Consultant to IIIT-DWD within thirty days of the termination letter, failing which the same shall be recovered by encasing the existing Bank Guarantee submitted by Consultant.

II. By the Consultant

The Consultants may, by not less than thirty (30) days' written notice to the IIIT-DWD, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause, terminate this Contract:

a. If the IIIT-DWD is in material breach of its obligations pursuant to this Contract and has not remedied the same within reasonable time (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the IIIT-DWD of the Consultants' notice specifying such breach;

b. 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 Forty Five (45) days; or

c. If the IIIT-DWD fails to comply with any final decision reached as a result of arbitration pursuant to this agreement.

6. CESSATION OF RIGHTS AND OBLIGATION

Upon termination of this Contract pursuant to Clause 4 or Clause 5 hereof, or upon expiration of this Contract 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 this agreement

c. any right, which a Party may have under the Applicable Law.

7. CESSATION OF SERVICES

Upon termination of this Contract by notice of either Party to the other pursuant to Clause 4 or Clause 5 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.
8. PAYMENT UPON TERMINATION
Upon termination of this Contract pursuant to Clause 4 or Clause 5 hereof, the IIIT-DWD shall make the payments for Services satisfactorily performed prior to the effective date of termination; to the Consultants after offsetting against these payments any amount that may be due from the Consultant.

9. DISPUTES ABOUT EVENTS OF TERMINATION
If either Party disputes whether an event specified in paragraphs (a) through (h) of Clause 4 or in Clause 5 hereof has occurred, such Party may, within thirty (30) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to this agreement and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

10. RESPONSIBILITIES AND OBLIGATIONS OF THE CONSULTANT
The Consultant shall:-
   a. Provide the Services in accordance with ToR as set out in Section-4.
   b. Exercise the degree of skill, care efficiency and diligence normally exercised by members of the profession performing services of a similar nature;
   c. The consultant shall act at all times so as to protect the interest of IIIT-DWD and shall take all reasonable steps to keep all expenditure to a minimum with sound professional practices.
   d. Be bound to comply with any written direction of IIIT-DWD to vary the scope sequence or timing of the Services; and
   e. The consultant shall furnish to the IIIT-DWD such information related to the Assignment as IIIT-DWD may, from time to time request.

11. CONFIDENTIALITY AND PUBLICITY
The Consultant and the personnel shall treat the details of the output of the assignment and the Services as confidential and for the Consultant's own information only and shall not publish or disclose the details of the output, deliverables / milestones submitted to IIIT-DWD or the Services in any professional or technical journal or paper or elsewhere in any manner whatsoever without the previous consent in writing of IIIT-DWD.

12. CONSULTANT'S REPRESENTATIVES
The Team leader shall be the representative of the Consultant and shall have authority to act on behalf of the Consultant for all purposes in connection with the Services and in accordance with all the provisions under the Agreement.

13. INDEMNITY AND INSURANCE
   a. The consultant shall take out and maintain adequate professional indemnity insurance and insurance against claims by third parties resulting from acts performed in carrying out the Services.
   b. IIIT-DWD undertakes no responsibility in respect of life, health, accident, travel or any other insurance coverage for the personnel or for the dependents of any such personnel.
   c. The consultant shall indemnify at all times, the IIIT-DWD from and against any and all claims, liabilities, obligations, losses, damages, penalties, actions, judgment, suits, proceedings, demands, costs, expenses and disbursements of whatsoever nature that may
be imposed on, incurred by or asserted against the IIIT-DWD during or in connection in the Services by reason of:

(i) Infringement or alleged infringement by the consultant of any patent or other protected right; or

(ii) Plagiarism or alleged plagiarism by the consultant.

d. The consultant shall indemnify, protect and defend, at consultant’s own expense, IIIT-DWD, its agents and employees, from and against any and all actions, claims, losses or damages arising out of consultant’s failure to exercise the skill and care required under this agreement, provided, however: that consultant is notified of such actions, claims, losses or damages not later than twelve months after conclusion of the Services; and provided further that the ceiling on consultant’s liability shall be limited to estimated cost approved by IIIT-DWD except that such ceiling shall not apply to actions, claims, losses or damages caused by consultant’s gross negligence or reckless conduct;

e. In addition to any liability consultant may have under this agreement consultant shall, at its own cost and expense, upon request of IIIT-DWD, re-perform the Services in the event of consultant’s failure to exercise the skill and care.

f. The consultant shall have no liability whatsoever for actions, claims, losses or damages occasioned by (i) IIIT-DWD’s overriding a decision or recommendation of consultant or requiring consultant to implement a decision or recommendation with which consultant does not agree; or (ii) the improper execution of consultant’s instructions by agents, employees or independent contractors of IIIT-DWD.

14. OWNERSHIP OF WORK PRODUCT, COMPUTER PROGRAMS AND EQUIPMENT

a. All reports, documents, correspondence, draft publications, maps, drawings, notes, specifications, statistics, work product in any form and, technical data compiled or prepared by the consultant and communicated to the IIIT-DWD in performing the Services (in electronic form or otherwise and including computer-disks comprising data) shall be the sole and exclusive property of the IIIT-DWD, and may be made available to the general public at its sole discretion. The consultant may take copies of such documents and data for purpose of use related to the Services under terms and conditions acceptable to the IIIT-DWD but shall not use the same for any purpose unrelated to the Services without the prior written approval of the IIIT-DWD.

b. All computer programs developed by the consultant under this Contract shall be the sole and exclusive property of the IIIT-DWD; provided, however, that the consultant may use such programs for their own use with prior written approval of the IIIT-DWD. If license agreements are necessary or appropriate between the consultant and third parties for purposes of development of any such computer programs, the consultant shall obtain the IIIT-DWD’s prior written approval to such agreements. In such cases, the IIIT-DWD shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.

15. FORCE MAJEURE

a. If either party is temporarily unable by reason of force majeure to meet any of its obligations under the Contract, and if such party gives written notice of the event within fifteen (15) days after its occurrence, such obligations of the party as it is unable to
perform by reason of the event shall be suspended for as long as the inability continues.
Neither party shall be liable to the other party for any loss, actually incurred, or damage sustained by such other party arising from any event or delays arising from such event.

b. The term “force majeure” shall mean events beyond the control of either party, which prevent the affected party from performing and fulfilling its obligations under the Contract, and could not have been reasonably anticipated or foreseen, or although foreseen were inevitable, such as acts of war, whether or not war be declared, public disorders, insurrection, riots, sabotage, explosions, violent demonstrations, blockades, and other civil disturbances, epidemics, nuclear contamination, landslides, earthquakes, typhoons, volcanic eruption, floods, washouts and other natural calamities and acts of God, strikes, lock-outs or other industrial action or equivalent disruption or disturbances, boycotts and embargo or the effects thereof, and any other similar events.

c. In the case of disagreement between the parties as to the existence, or extent of, force majeure, the matter shall be submitted to arbitration in accordance with provision of this agreement.

16. OTHER CONDITIONS

a. In the event IIIT-DWD desires the Consultant to perform such additional services which are not within the Terms of Reference, the Consultant shall agree to perform such additional services on such renegotiated, modified and new terms and conditions as may be mutually agreed by the Parties.

b. IIIT-DWD shall provide to the Consultant documents/information/reports as may be required by the Consultant to enable it to provide the Services. IIIT-DWD undertakes and agrees to furnish to the Consultant from time to time such other documents/reports/information in its possession and/or knowledge as it may consider relevant to perform the Services, as and when such information is received by/available with the IIIT-DWD.

c. All intellectual property conceived, originated, devised, developed or created by the Consultant, its agents, specifically for the purpose of rendering the Services, shall vest with IIIT-DWD unless otherwise agreed, between IIIT-DWD and the Consultant. IIIT-DWD as sole beneficial owner shall be entitled to use such intellectual property for the purpose of the Project.

d. Unless otherwise agreed, IIIT-DWD shall have the copyright on all the reports, documents, maps etc., authored, prepared or generated during the course of the Services to be provided by the Consultant.

17. COMPLIANCE WITH LAWS

The Consultant shall take due care that all its documents comply with all relevant laws and statutory regulations and ordinances, guidelines in force which includes all laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India including judgements, decrees, injunctions, writs of or orders of any court of record, as may be in force and effect during the subsistence of this Agreement applicable to the Consultant.

18. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by the laws of India. The Courts at Dharwad shall have exclusive jurisdiction over all matters arising out of or relation to this Agreement.
19. DISPUTE RESOLUTION

19.1 Amicable Resolution
Any dispute, difference or controversy of whatever nature between the Parties, howsoever arising under, out of or in relation to this Agreement (the "Dispute") shall in the first instance be attempted to be resolved amicably through discussions between the Parties.

19.2 Arbitration
a. Procedure
Any Dispute which is not resolved amicably within 30 days, the same shall be referred to the Chairman IIIT-DWD. Thereupon, the Chairman IIIT-DWD, shall appoint a sole arbitrator within thirty days. The proceedings of the arbitrations shall be conducted as per Arbitration & Conciliation Act1996.

b. Place of Arbitration
The place of arbitration shall ordinarily be IIIT-DWD but by agreement of the Parties, the arbitration hearings, if required, may be held elsewhere.

c. English Language
The request for arbitration, the answer to the request, the terms of reference, any written submissions, any orders and awards shall be in English and, if oral hearings take place, English shall be the language to be used in the hearings.

d. Enforcement of Award
The Parties agree that the decision or award resulting from arbitration shall be final and binding upon the Parties and shall be enforceable in accordance with the provision of the Arbitration Act subject to the rights of the aggrieved parties to secure relief from any higher forum.

e. Performance during Dispute Resolution
Pending the submission of and/or decision on a dispute and until the arbitral award is published, the Parties shall continue to perform their respective obligations under this Agreement, without prejudice to a final adjustment in accordance with such award.

20. SEVERABILITY
In the event that any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and effect.

21. WAIVER
Waiver by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Agreement:

a. Shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligations under this Agreement;

b. Shall not be effective unless it is in writing and executed by a duly authorised representative of such Party; and

c. Shall not affect the validity or enforceability of this Agreement in any manner. Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation hereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver/breach of any terms, conditions or provisions of this Agreement.
22. MODIFICATION
Modification of the terms and conditions of the Agreement, including any modification of the scope of the Services, may only be made by written agreement between the Parties.

23. NOTICES
Unless otherwise stated, notices to be given under this Agreement including but not limited to a notice of waiver of any term, breach of any term of this Agreement and termination of this Agreement, shall be in writing and shall be given by hand delivery, recognized international courier, mail and delivered or transmitted to the Parties at their respective addresses mentioned hereinabove. Notice will be deemed to be served as specified below:

(i) In the case of personal delivery or registered mail, on delivery.

24. TRANSFER OF ASSIGNMENTS
No Party may assign its interests in the Agreement without the prior written consent of the other Party. Unless specifically stated to the contrary, in any written consent to an assignment, no assignment shall release or discharge the assignor from any obligation under this Agreement.

25. COMPLETION OF PROJECT

25.1 When the construction of all the buildings along with other site development works are completed in all respects i.e. all civil structural, electrical, mechanical, PHE fire, services works etc. are completed, equipments installed & aligned, and statutory approvals obtained etc., PMC shall notify the OWNER in writing that the Project has been completed in all respect.

25.2 Upon notification of completion of buildings/works in writing by PMC, IIIT Dharwad will inspect the same prior to the occupancy. Any defects observed shall be informed to the PMC at the earliest and within 180 days. The PMC shall ensure the rectification of such defects prior to the occupancy at no extra cost to the owner.

25.3 The date of acceptance by IIIT Dharwad as aforesaid along with No objection certificate (NOC) for occupation from statutory authorities) shall be deemed to be the date of completion of the Project (hereinafter called COMPLETION) for the purpose of this CONTRACT. However this does not exclude the responsibility of the PMC to obtain the completion certificates through Architect and submit to the owner and also their responsibility for the defect liability period.

26. PATENTS

26.1 PMC shall, subject to the limitations contained in this Article, indemnify and hold OWNER harmless from all costs, damages, and expenses arising out of any claim, action or suit brought against OWNER by third parties in respect of any infringement of any patent or registered design or any similar rights resulting from the use of any technical information, data or process or design belonging to PMC and furnished to OWNER, as long as it is used by PMC for the purposes of this project only.
26.2 Similarly OWNER shall indemnify and hold PMC harmless from all costs, damages and expenses arising out of any claim, action or suit brought against OWNER by third parties in respect of any infringement of any patent or registered design or any similar rights resulting from the use of any information furnished to PMC by OWNER or by others on behalf of OWNER, as long as it is used by PMC or the purposes of this project only.

27. VARIATIONS

IIIT-DWD may, by written notice to the Consultant, direct the Consultant to vary the scope, sequence or timing of the Services and the Consultant shall be bound to comply with that direction. All such variation shall be in writing.

EXECUTED BY IIIT-DWD by being signed by a duly authorized officer in the presence of:

Title:

______________________________

Witness:

______________________________

EXECUTED BY________________ by being signed by a duly authorized officer in the presence of:

Title:

______________________________

Witness:

______________________________
APPENDIX-D
LETTER OF TRANSMITTAL

From:

(Full Address of the Applicant)

To:

Registrar,

INDIAN INSTITUTE OF INFORMATION TECHNOLOGY DHARWAD,

IT Park, 3rd Floor, Opposite to Glass House, Hubballi-580029, Karnataka.

SUB: Submission of Eligibility Documents for Project Management Consultancy (PMC) Services – For Phase 1 Works At IIIT-DWD Campus.

Sir,

Having examined the details given in Notice Inviting Request for Proposal published in the newspapers and bid documents for the above work, we hereby submit the eligibility documents and financial bid documents.

1. We hereby certify that all the statements made and information supplied in the enclosed forms and accompanying statements are true and correct.

2. We have furnished all information and details necessary for eligibility document and have no further pertinent information to supply.

3. We submit the requisite certified Solvency Certificate and authorize the Registrar, IIIT Dharwad to approach the Bank issuing the solvency certificate to confirm the correctness thereof. We also authorize Registrar to approach individuals, employers, firms and corporation and to visit the works completed by us in the past or are in progress at present, to verify our competence and general reputation.

4. We submit the following certificates in support of our suitability, technical know-how & capability for having successfully completed the following works:

<table>
<thead>
<tr>
<th>Sl.No.</th>
<th>Name of work:</th>
<th>Certificate from</th>
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<tbody>
<tr>
<td>1.</td>
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</table>

Enclosures: nos.

Date of submission: Signature of Applicant

APPENDIX- E
### Manpower deployment by PMC at IIIT Dharwad campus development

<table>
<thead>
<tr>
<th>Sr no</th>
<th>Activity</th>
<th>Manpower deployment in numbers</th>
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<tbody>
<tr>
<td></td>
<td></td>
<td>Senior level (Post Graduate Engineer)</td>
</tr>
<tr>
<td>1.</td>
<td>Team Lead / management</td>
<td>NA</td>
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<tr>
<td>2.</td>
<td>PH Engineering</td>
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</tr>
<tr>
<td>3.</td>
<td>Quality control</td>
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<tr>
<td>4.</td>
<td>Electrical Engineer, HVAC</td>
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<tr>
<td>5.</td>
<td>Safety Engineer</td>
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</tr>
<tr>
<td>6.</td>
<td>Estimation/tendering/ billing</td>
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<tr>
<td>7.</td>
<td>Project execution</td>
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<td></td>
<td>(supervisory staff)</td>
<td>AE</td>
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</table>
FORM - A

FINANCIAL INFORMATION

I. **Financial Analysis** – Details to be furnished Duly supported by figures in Balance Sheet / Profit and Loss Account for 5(five) years and certified by the Chartered Accountant, as submitted by the applicant to the Income-Tax Department (Copies to be attached).

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<tr>
<th>Sl. No</th>
<th>Details</th>
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<th>(2)</th>
<th>(3)</th>
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<th>(5)</th>
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<tbody>
<tr>
<td>i)</td>
<td>Gross annual turnover in construction works.</td>
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<td>ii)</td>
<td>Profit / Loss</td>
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<td>iii)</td>
<td>Financial Position :</td>
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<tr>
<td></td>
<td>a) Cash</td>
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<td></td>
<td>b) Current assets</td>
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<td></td>
<td>c) Current liabilities</td>
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<td>d) Working Capital (b-c)</td>
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<td></td>
<td>e) Current Ratio :</td>
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<td></td>
<td>Current Assets / Current Liabilities (b/c)</td>
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<td></td>
<td>f) Acid Test Ratio</td>
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<td></td>
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<tr>
<td></td>
<td>Quick Assets / Current Liabilities (a/c)</td>
<td></td>
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</tr>
</tbody>
</table>

Financial Years

II. Certificate of Financial Soundness from Bankers of Applicant. (Form –B)

III. Financial arrangements for carrying out the proposed works.

*Note: Attach additional sheets, if necessary*

(Signature of Applicant)
FORM - B

FORM OF BANKERS’ CERTIFICATE FROM A SCHEDULED BANK

The is to certify that to the best of our knowledge and information that M/s./ Shri………………………………having marginally noted address, a customer of our bank are/is respectable and can be treated as good for any engagement up to a limit of Rs…………………………(Rupees……………………………………………..)

This certificate is issued without any guarantee or responsibility on the bank or any of the officers.

Date: (Signature)

For the Bank

NOTE

(1) Bankers certificates should be on letter head of the Bank, in sealed cover addressed to tendering authority.

(2) In case of partnership firm, certificate should include names of all partners as recorded with the Bank.
**FORM -C**

**DESCRIPTION OF EXPERIENCE OF BIDDER TO**

**ILLUSTRATE QUALIFICATIONS (NOT TO EXCEED THREE PAGE FOR EACH PROJECT)**

*(Please provide information only for a project for which your firm was legally contracted by the client as a corporate entity)*

<p>| | |</p>
<table>
<thead>
<tr>
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<tbody>
<tr>
<td>(1)</td>
<td>Project Name:</td>
</tr>
<tr>
<td>(2)</td>
<td>Project Location and Country:</td>
</tr>
<tr>
<td>(3)</td>
<td>Project Cost :</td>
</tr>
<tr>
<td>(4)</td>
<td>Name of Client :</td>
</tr>
<tr>
<td>(5)</td>
<td>Start Date (Month/Year):</td>
</tr>
<tr>
<td>(6)</td>
<td>Completion Date: (Month/Year )</td>
</tr>
<tr>
<td>(7)</td>
<td>Name of Associated Firm(s), if any:</td>
</tr>
<tr>
<td>(8)</td>
<td>Name of Senior Staff (Project Director/Coordinate Team Leader) Involved and Functions Performed</td>
</tr>
<tr>
<td>(9)</td>
<td>Detailed Narrative Description of Project, defining clearly the specific areas of services provided.</td>
</tr>
<tr>
<td>(10)</td>
<td>Detailed Description of Actual Services Provided the firm:</td>
</tr>
<tr>
<td>(11)</td>
<td>Professional Staff Provided by the Firm: No. of Staff:</td>
</tr>
<tr>
<td>(12)</td>
<td>No. of Person-Months:</td>
</tr>
<tr>
<td>(13)</td>
<td>Responsibilities of the firm</td>
</tr>
<tr>
<td>(14)</td>
<td>Approx. Value of Services (INR):</td>
</tr>
<tr>
<td>(15)</td>
<td>No. of Person-Months of Professional Staff Provided by Associated Firm(s):</td>
</tr>
</tbody>
</table>

**Note:** The following supporting documents should necessarily be submitted by the bidders without which the submission shall not be considered for evaluation –

a. Experience of Project Management Consultancy (from Project commencement to Completion) should be supported by a certificate from the client from an officer of not below the rank of Registrar in a Government department, or Project Director or General Manager in a Government department. The certificate from the client should clearly set out the name of the project, activities undertaken, project cost as given in below format.

b. In case the Project cost is not set out in the certificate from the client, the bidders can submit a certificate from Statutory Auditor indicating the same.
Certificate Format

It is to certify that M/s ........................................................ was awarded the work of 
 ......................................................................................................... vide agreement 
 No............................................ The total project cost isRs................................................................. the consultancy fees for the construction supervision consultant is Rs................................................................. As a part of the above contract, the consultant have successfully completed satisfactorily the work on dd/mm/yy of ............................................. (name of the Project) ...................... construction project in the State of .............................................whose total built up area is ............sq.m. Their work is found to be satisfactory.

(Signature) Designation: Contact 
Number: Office Seal
FORM-D

CURRICULUM VITAE (CV) FORMAT TO BE SUBMITTED WITH PROPOSAL MAXIMUM AGE FOR THE PERSONNEL SHALL BE 60 YEARS OR Team Leader.

<table>
<thead>
<tr>
<th></th>
<th>PROPOSED POSITION FOR THIS PROJECT</th>
</tr>
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<tbody>
<tr>
<td>1</td>
<td>(Only candidate should be nominated for each position)</td>
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</table>

<table>
<thead>
<tr>
<th></th>
<th>NAME</th>
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<tr>
<th></th>
<th>DATE OF BIRTH</th>
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<tr>
<th></th>
<th>NATIONALITY</th>
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<tr>
<th></th>
<th>PERSONAL ADDRESS</th>
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<tbody>
<tr>
<td></td>
<td>TELEPHONE NO.</td>
</tr>
<tr>
<td></td>
<td>FAX NO.</td>
</tr>
<tr>
<td></td>
<td>E-MAIL ADDRESS</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>EDUCATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>6</td>
<td>(The years in which various qualifications were obtained along with copy of Degree/Certificate)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>OTHER TRAINING</th>
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<tr>
<th></th>
<th>LANGUAGE &amp; DEGREE OF PROFICIENCY</th>
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<tr>
<th></th>
<th>MEMBERSHIP IN PROFESSIONAL SOCIETIES</th>
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<table>
<thead>
<tr>
<th></th>
<th>EXPERIENCE In SIMILAR PROJECT &amp;SIMILAR WORK</th>
</tr>
</thead>
</table>
11 EMPLOYMENT RECORD FROM TO EMPLOYER POSITION HELD AND DESCRIPTION OF DUTIES

(Starting with present position, list in reversed order every employment held and state the start and end dates of each employment) along with the contact numbers/mail id’s of a reference person of the employer whom the candidate has worked under for last 3 years.

(Clearly distinguish your "employer" as an employee of the firm from a "Client" for whom you have worked as a consultant or an adviser.)

12 DETAILED TASKS ASSIGNED

(In this column, list tasks one by one and support each task by project experience in the right hand side column.)

WORK UNDERTAKEN THAT BEST ILLUSTRATES CAPABILITY TO HANDLE THE TASKS ASSIGNED.

(In this column, list project name, location, year, position held, i.e., Team Leader, Hydrologist, Agricultural Economist, etc. and exact duties rendered and time spent on each project.)

13 CERTIFICATE (Please follow exactly the following format. Omission will be seen as non-compliance)

I, the undersigned, certify that to the best of my knowledge and belief, this bio data correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

I have been employed by [name of the firm] continuously for the last ( ) months as regular full time staff (indicate yes or no in the following boxes):

Yes [ ] No [ ]

Signature:

Date of Signing: (Day/Month/Year)
FORM - E

Report of Works Referred In Form ‘C’
(Furnish this information for each individual work from the employer for whom the work was executed)

1. Name of work / Project & Location.
2. Nature / Description of Work:
3. Agreement No.
4. Estimated Cost
5. Tendered Cost
6. Actual value of work done:
7. Date of start:
8. Date of completion:
   a) Stipulated date of completion
   b) Actual date of completion
9. Amount of compensation levied for delayed Completion if any.
10. Performance report
    i. Quality of work Very good/ Good/Fair/Poor
    ii. Financial Soundness Very good/ Good/Fair/Poor
    iii. Technical Proficiency Very good/ Good/Fair/Poor
    iv. Resourcefulness Very good/ Good/Fair/Poor
    v. General behavior Very good/ Good/Fair/Poor

Registrar or Equivalent

(Seal of the organization)

Date:
**FORM-F**

**Structure of the organization**

1. Name and address of the bidder

2. Telephone No. / Fax No. / email address/website

3. Legal status of bidder (Attach copies of original document defining the legal status).
   The applicant is:
   - a) An individual
   - b) A proprietary Firm
   - c) A Firm in partnership
   - d) A limited company or corporation.

4. Particulars of registration with various Govt. bodies (Attach attested photocopies)
   - a) Registration Number
   - b) Organization / Place of registration.
   - c) Date of validity

5. Name and title of Directors and officers with designation to be concerned with this work.

6. Designation of individuals authorized to act for the organization.

7. Was the bidder ever required to suspend construction for a period of more than six months continuously after he commenced the construction? If so, give the name of the project and reasons of suspension of work.

8. Has the bidder or any constituent partners (s) in case of partnership firm, ever abandoned the awarded work before its completion? If so, give name of the project and reasons for abandonment.

9. As the bidder, or any constituent partner in case of partnership firm, ever been debarred/ black listed for tendering in any organization at any time? If so, give details.
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<tbody>
<tr>
<td>10.</td>
<td>Has the bidder, or any constituent partner in case of partnership firm, ever been convicted by the court of law? If so, give details.</td>
</tr>
<tr>
<td>11.</td>
<td>In which field of Civil Engineering construction the bidder has specialization and interest?</td>
</tr>
<tr>
<td>12.</td>
<td>Any other information considered necessary but not included above.</td>
</tr>
</tbody>
</table>

(Signature of Applicant)
**FORM-G**

Details of Technical and Administrative Personnel, in the organization and to be employed for the work

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Designation</th>
<th>Total Number</th>
<th>Number available for this work</th>
<th>Name</th>
<th>Qualification</th>
<th>Professional experience and details of works carried out</th>
<th>In what capacity these would be involved in this work</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>6</td>
<td>7</td>
<td>8</td>
</tr>
</tbody>
</table>

Date:

(Signature of Applicant)
FORM – H

Details of Resources Sheet - Equipment & Softwares by the Agency and likely to be used in carrying out the Work

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name of equipment/Softwares</th>
<th>Status –Available/ Not Available</th>
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<tbody>
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</tbody>
</table>

Date:

(Signature of Applicant)
GENERAL APPROACH AND METHODOLOGY, WORK AND STAFFING SCHEDULE

Technical approach, methodology and work plan are key components of the Technical Proposal. The Consultant is suggested to present their Technical Proposal (not more than 10 pages, inclusive of charts and diagrams) divided into the following three chapters:

a) Technical Approach and Methodology,

b) Work Plan, and

c) Organization and Staffing,

a) Technical Approach and Methodology: In this chapter Consultant should explain their understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. They should highlight the problems being addressed and their importance, and explain the technical approach they would adopt to address them. They should also explain the methodologies they propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

b) Work Plan: In this chapter they should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here.

c) Organization and Staffing: In this chapter they should propose the structure and composition of their team. They should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.
Date:

To,  
Registrar  
IIIT Dharwad,  
IT Park, 3rd Floor, Opposite to Glass House, Hubballi-580029, Karnataka, India  

Dear Sir,  

SUBJECT: SUBMISSION OF FINANCIAL PROPOSAL FOR CONSULTANCY SERVICES FOR MASTER PLANNING, ARCHITECTURAL AND ENGINEERING SERVICES FOR IIIT DHRWAD CAMPUS  

We, the undersigned, offer to provide the consulting services for and in accordance with your tender Ref No. IIITDWD/PMC/2018/1598 for Project Management consultancy services. We enclose here with our Financial Proposal.  

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of 180 days from date of opening of financial Proposal. We undertake that, in completing and if the award is made to us, in executing the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”. We understand you are not bound to accept any Proposal you receive.  

We remain,
<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Particulars</th>
<th>Fee amount (in Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Consultant’s Total Fee in Indian Rupees is to be mentioned in figures and in words in English)</td>
<td><em>(please quote fees here)</em></td>
</tr>
</tbody>
</table>

**NOTES**

a. **Fees mentioned above shall be** Inclusive of all taxes in India and Country of Consultants but excluding GST if any applicable in India and subject to deduction of Income Tax and other taxes if any in India.

b. **The quoted fee shall be exclusive of GST** as applicable which shall be reimbursed as per actual on production of original deposit and as per notified rate.

c. **Fees quoted will be firm and no escalation will be applicable.**

d. **The Consultant shall pay all other taxes, duty and like Government impositions arising from this Contract and indemnifies IIIT Dharwad against same.**

Signature, Name, Designation and Seal of the Consultants