

### Er. H.P. Singh Executive Engineer

# ਪੰਜਾਬ ਟੈਕਨੀਕਲ ਯੂਨੀਵਰਸਿਟੀ ਜਲੰਧਰ

#### PUNJAB TECHNICAL UNIVERSITY

Esid, Under Punjab Technical University Act, 1996 (Punjab Act No. 1 of 1997)

Ref No. PTU Court cele / 582

Dated 11.08 2-011

Sh. Chander Mohan,

House No. 202, Sector 36-A, Chandigarh,

Sh. S.L. Kaushal,

Chief Architect/Punjab (Retd), 2865, Sector 42-C, Chandugarh.

Sh. H.S. Bains,

Registrar, Punjab Technical University, Jalandhar.

Sh. A. N. Chowdhry (Special Invitee),

3-B, Jyoti Nagar, Jalandhar,

The Director,

Department of Technical Education and Industrial Training, Punjab, Plot No. 1, Sector-36A, Chandigarh.

Dr. Nachattar Singh,

Advisor to VC and Dean (P&D), Punjab Technical University, Jalandhar.

Dr. Buta Singh (Special Invitee),

Dean (Academics), Punjab Technical University, Jalandhar.

Sh. N. S. Bhatti (Special Invitee),

3040, Sector 19-D, Chandigarh

Sub: Construction of new campus of Punjab Technical University – 28th meeting of the Standing Building Construction Committee.

Dear Sir.

28<sup>th</sup> meeting of the Standing Building Construction Committee shall be held under the Chairmanship of Dr. R. S. Khandpur, Director General, PGSC at 11.30 hours on 29.08.2011 in his office at SCO 60-61, Sector 34-A, Chandigarh, Agenda and Agenda note for the meeting are enclosed.

You are requested to make it convenient to attend the meeting.

Thanking you

Yours Sincerely,

11/08/11

(H. P. Singh)

Executive Engineer

Copy to:

Dr. R. S. Khandpur, DG, PGSC, SCO 60-61, Sector 34-A, Chandigarh.

 Sh. Rajiv Aggarwal, M/s Archigroup Architects, A-14, Sector-15, Noida -201301.

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# PUNJAB TECHNICAL UNIVERSITY, JALANDHAR

Sub: Agenda for the 28th meeting of the Standing Building Construction Committee.

Item No. 28.1: To confirm the Minutes of 27th meeting of Standing Building

Construction Committee held on 13.07.2011.

Item No. 28.2 : Action taken on various items discussed during previous meetings of

Standing Building Construction Committee.

Item No. 28.3: To discuss and finalize the tender documents for appointment of

consultant for Providing Project Management Consultancy services for construction of proposed new buildings at University's main campus at

Jalandher-Kapurthala road, Kapurthala, Punjab.

Item No. 28.4: Any other point with the permission of the Chair.

# PUNJAB TECHNICAL UNIVERSITY, JALANDHAR

Sub: Agenda Note for the 28th meeting of the Standing Building Construction Committee.

Item No. 28.1: To confirm the Minutes of 27th meeting of Standing Building Construction Committee held on 13.07.2011.

The minutes of 27th meeting of Standing Building Construction Committee held on 13.07.2011 were circulated on 19.07.2011. These minutes are to be confirmed.

Item No. 28.2: Action taken on various items discussed during previous meetings of Standing Building Construction Committee.

Action taken on various items discussed during previous meeting of Standing Building Construction Committee is as under:

- The proposal for appointment of Architect for Architectural services for establishment of new Punjab Institute of Technology at Mansa, Ludhiana & Barnala, PTU's Regional campus at Mohali and other future works is being put up in the next meeting of BOG for approval and award of work to M/s Archigroup Architects, Noida.
- > The detailed designing for structure, HVAC, Electrical, Plumbing and Fire Fighting systems of two towers, one library and one seminar hall of proposed PIT at main campus, Kapurthala is in progress.
- The draft tender document for appointment of Project Management Consultant for construction of proposed new buildings at University's main campus at Jalandhar-Kapurthala road, Kapurthala, Punjab has been prepared and is being discussed in the present meeting.

Item No. 28.3: To discuss and finalize the tender documents for appointment of consultant for Providing Project Management Consultancy services for construction of proposed new buildings at University's main campus at Jalandhar-Kapurthala road, Kapurthala, Punjab.

It was decided in 27th meeting that PTU is not inclined to appoint engineering staff for continuous supervision of works as there may be utilization problems for this staff after completion of the works. For supervision of works, a consultant, preferably a central Govt. PSU, through invitation of tenders will be appointed. EE/PTU was advised to prepare the bid document for the same and present in the next meeting for discussions and approval. The same has been prepared and is placed below.

Item No. 28.4: Any other point with the permission of the Chair.

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### PUNJAB TECHNICAL UNIVERSITY JALANDHAR-KAPURTHALA HIGHWAY (PUNJAB)

(Established By Punjab Government)

# **NOTICE INVITING BIDS**

Punjab Technical University, hereinaster referred as PTU or University invites bids under 'Two Packets System' (Technical Bid – Un-priced & Financial Bid – Priced) on prescribed form from reputed Govt. agencies/Central Govt. Public Sector Undertakings having requisite experience for the following work:-

S.	Name of Work	Earnest	Total
No.		Money	Period
1.	Trottems Troject Wallagement	Rs. 50,000/-	3 Years

- The bid document can be obtained from 10.00 AM to 04.00 PM on all working 2.0 to from the office of 'The Registrar, Punjab Technical University, Jalandhar-Kapurthala Highway, Punjab on payment of Rs. 1000/- (Rupees One Thousand only) (non-refundable) in cash or demand draft/pay order drawn in favour of 'The Registrar, Punjab Technical University payable at Jalandhar towards the cost of one Bid document. Bid document can also be downloaded from PTU's website www.ptu.ac.in and in such a case, the bidder shall deposit the cost of bid documents alongwith submission of the bid, failing which his bid shall not be opened. The cost of bid documents in this case shall be deposited in the form of demand draft/pay order and submitted in the envelope containing Earnest Money Deposit (EMD). The bidders are advised not to make any corrections, additions, alterations in the downloaded bid documents. In case, any corrections, additions, alterations are made in the downloaded bid documents, such bid shall not be considered.
- 3.0 The Earnest Money for an amount as specified above shall be deposited in the form of demand draft/pay order drawn in favour of 'The Registrar, Punjab Technical University payable at Jalandhar.
- 4.0 Eligibility Criteria and Evaluation of Bids:

Eligibility Criteria and procedure for evaluation of bids submitted by the bidders is placed at Annexure-A to Notice Inviting Bid.

- 5.0 PTU may issue addendum(s)/corrigendum(s) to the bid documents. In such case, the addendum(s)/corrigendum(s) shall be issued and placed on PTU's website atleast seven days in advance of date fixed for opening of bid. The bidders must visit the website and cosure that such addendum(s)/corrigendum(s) (if any) is also downloaded by them. Such addendum(s)/corrigendum(s) (if any) shall also be submitted, duly stamped and signed, alongwith the submission of the bids. Any bid submitted without addendum(s)/corrigendum(s) (if any) is liable to be rejected.
- 6.0 The bidders are requested to submit their bids strictly as per terms and conditions forming part of this document. Conditional bids shall not be accepted.
- 7.0 The bid documents shall be submitted in two separate sealed packets viz. Packet-I containing Technical Bid and Packet-II containing Financial Bid. Detailed credentials as per the requirement of eligibility criteria and all bid papers except Financial Bid are to be submitted in "Technical Bid". Financial Bid with rates duly filled in are to be submitted in Packet-II.
- 8.0 Completed bid documents in two packets viz. Packet-I and Packet-II shall be sealed separately in envelopes super-scribing as Packet-I (Technical Bid) and Packet-II (Financial Bid) along with the name of the work. These two sealed envelopes and the envelop containing the Earnest Money and cost of bid documents shall further be sealed in a larger envelope super-scribing the name of the work as stated above (alongwith date and time of opening of bids) and should be deposited at the following address:

# THE REGISTRAR, PUNJAB TECHNICAL UNIVERSITY JALANDHAR-KAPURTHALA HIGHWAY PUNJAB

before 14.30 hours of \_\_\_\_\_\_\_. Technical Bids shall be opened at 15:00 hours on the same day in the presence of the bidders or their authorised representatives intending to attend the opening. After evaluation of the technical bids, the financial bids of only those agencies who fulfill the eligibility criteria specified in the bid documents shall be opened. The date, time and location for opening of financial bids of these shortlisted agencies will be intimated separately to enable intending agencies to attend and opening of financial bids. The decision of PTU regarding evaluation/fulfillment of eligibility criteria shall be final and binding. Any bid received later than the time and date of opening of Technical bids shall be rejected and returned to the bidder unopened.

- 9.0 In case, the date of submission/opening of bids happens to be holiday, the bids shall be received/opened on the next working day.
- 10.0 Bid shall be submitted as per "Instructions For Filling The Bids" forming a part of the bid document.

- 11.0 Any bid received without Earnest Money and/or the cost of bid document in the form as specified in bid documents shall not be considered and shall be summarily rejected.
- 12.0 PTU reserves the right to cancel the bids or postpone the bid and to accept/reject any or all bids without assigning any reasons thereof.
- 13.0 PTU reserves the right to split the total work in two or more parts and award the works to more than one agency.
- 14.0 Bidders may note that they are liable to be disqualified at any time during bidding process in case any of the information furnished by them is not found to be true. EMD of such bidder shall be forfeited. The decision of PTU in this regard shall be final and binding. Such bidder shall be debarred from bidding in case of reinvitation of the bids.
- 15.0 The validity of the offer shall be 120 days after the date of opening of the bid. If any bidder withdraws his bid within the validity period or makes any modifications in terms and conditions of the bid and/or rates after submission of bid which are not acceptable to PTU or does not start the work within stipulated period from the date of issue of letter of acceptance, then PTU shall without prejudice to any other right or remedy, be at liberty to forfeit the earnest money deposited by the bidder. In case of forfeiture of EMD, the bidder shall be debarred from bidding in case of re-invitation of the bids.
- 16.0 The transfer of bid documents purchased by one intending bidder to another bidder is not admissible. Bidder can submit bids only on the documents purchased/downloaded from PTU's website.

Registrar Punjab Technical University

### ELIGIBILITY CRITERIA:

The bidders fulfilling all the following eligibility criteria shall be considered as technically qualified:

i. The bidder must be a Govt. Agency/Central Govt. Public sector undertaking.

Bid submitted by any agency other than specified above will not be considered.

- ii. The bidder should posses the experience of having successfully completed Project Management Consultancy assignment during the last five years (ending last day of the month previous to the month in which bids are being invited), which should be any of the following:
  - Three similar completed assignments each costing not less than Rs. 40 Crores.
  - b) Two similar completed assignments each costing not less than Rs. 50 Crores.
  - c) One similar completed assignments costing not less than Rs.80 Crores.

Similar works means Project Management Consultancy assignment for construction of 'buildings and related works'.

Projects completed on depository basis or lumpsum basis shall not be considered as similar works.

The bidder must submit satisfactory performance certificate (s) issued by Client in support of the similar work(s) completed by them in last five years. The certificates must indicate the completed cost and date of completion.

iii. The bidder should not have been blacklisted or debarred from bidding or declared as a non-performer by any Govt./Semi Govt./Autonomous body. The bidders shall submit an affidavit duly attested by Notary that they have not been blacklisted or debarred from bidding or declared as a nonperformer by any Govt./Semi Govt./Autonomous body.

# INSTRUCTIONS FOR FILLING THE BID

1. The following documents will complete one set of bid documents:

### Part I (Technical bid):

Notice Inviting Bid

Instructions for filling the bid

Scope of work and Payment Schedule

Conditions to the contract

### Part II (Financial bid):

Price Bid

The bid documents shall form part of the agreement to be signed with the successful bidder.

- 2. Govt. Agencies/Central Govt. Public sector undertakings are eligible to submit their bids. The bidders must submit attested copies of the constitution of firm such as Memorandum and Article of Association and photocopy of the Power of Attorney of the person signing the bid on behalf of the agency. However, original power of attorney shall be presented for scrutiny as and when required by the Employer. Submission of bid by a Joint Venture or Consortium is not permitted.
- 3. The agency, who will be selected by the University for the Project Management Consultancy work will not be eligible to participate in the tenders for execution of the same works for which Project Management Consultancy work has been awarded to the agency or vice-versa i.e. for a particular work, one agency will be considered eligible for award of only one work out of Project Management Consultancy work or execution of works. The sister concern of the agency selected by the University for the Project Management Consultancy work or any firm/ organization having any percentage of share in the selected agency will not be eligible for participation in tenders for execution of the same works for which the agency has been selected for Project Management Consultancy services or vice versa.
- The work is proposed to be executed under the following relationship.
  - a) Client/Principal Employer/Owner

Punjab Technical University, Jalandhar-Kapurthala Road, Punjab.

b) Project Management Consultant or Consultant (PMC) The successful bidder to whom the present work is awarded shall become the Project Management Consultant (PMC) or Consultant for this work.

- 5. Bidder may carefully note that they are liable to be disqualified at any time during bidding process in case any of the information furnished by them is not found to be true. In addition the EMD of such bidder shall be forfeited. The decision of Employer in this respect shall be final and binding.
- The bidder shall bear all costs associated with the preparation and submission of the bid and the Employer will in no case be responsible or liable for these costs regardless of the conduct or the outcome of the bidding process.
- 8. The bidder is expected to examine all instructions, terms & conditions and other information in the bidding documents. Failure to furnish all information required bidding documents or submission of a bid not substantially responsive to the rejection of his bid.
- The bid prepared by the bidder and all documents related to the bid shall be written
  in English.
- All the pages of the bid documents including that of Price Bid submitted by bidder shall be signed and stamped by the representative holding the Power of Attorney.
- 11. While filling up the rates in the Price Bid, bidder shall ensure that there is no discrepancy in the rates mentioned in figures and words. In case of any binding.
- 12. Bidders are advised not to make any corrections, additions or alterations in the original bid documents. If bidder makes any correction in his own entries the same shall be initialed and stamped by him.
- 13. The Earnest Money of the unsuccessful bidders shall be discharged and returned within seven days from the date of issue of Letter of Acceptance. The Earnest Money Deposit of the successful bidder shall be retained and adjusted against security deposit.
- 14. The bid duly filled must be received by Employer at the addresses specified not later than the date and time mentioned in the "Notice Inviting Bid". A bid received later than the deadline prescribed for submission of bid by Employer is liable to be rejected. Bids brought to the office of Employer later than the deadline prescribed but before the opening time mentioned in the bidding document shall be declared as delayed bids and may be considered by Employer and decided on its merits. The of the bid shall be rejected and returned unopened to the bidder.

- 15. The bids shall be submitted on or before the due date and time with all the relevant documents as mentioned in Notice Inviting Bid and the following:
  - Forwarding letter (if any) of the bidder alongwith bid Document.
  - b) Documents as per the requirements.
  - Earnest Money Deposit & cost of bid document,
  - d) Financial Bid with prices quoted.
- 17. To assist the examination, evaluation and comparison of the bids, Employer may at his discretion ask the bidders for any clarifications as considered essential. All such correspondence shall be in writing and no change in price or substance of the bid shall be sought or permitted. The above clarification for submission of the details shall form part of the bid and shall be binding on bidder.
- 18. The Employer shall examine the bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed and whether the bids are generally in order.
- The bidder must submit all necessary authentic data with necessary supporting certificates of the various items of evaluation criteria.
- 20. The Employer/Engineer reserves the right to negotiate the offer submitted by the bidder to bring down the rates to a reasonable level. The bidder must note that during negotiations, the rates can only be reduced and not increased by the bidder. In case the bidder increases rates, his negotiated offer is liable to be rejected and the original offer shall remain valid and binding on him.
- No bidder is permitted to canvass to Employer on any matter relating to this bid.
   Any bidder found doing so may be disqualified and his bid may be rejected.
- 22. Employer/Engineer reserves the right to accept, split, divide, negotiate, cancel or reject any bid or to annul and reject all bids at any time prior to the award of the contract without incurring any liability to the affected bidders or any obligation to inform affected bidder, the grounds of such action.
- Employer/Engineer shall notify the successful bidder in writing by a Registered Letter/Courier/Speed Post or per bearer that his bid has been accepted.

### CHECK LIST FOR

# LIST OF DOCUMENTS TO BE ATTACHED WITH THE BID

- 1.0 Documents as indicated in the Eligibility Criteria (Annexure-A of NIT).
- 2.0 Earnest Money Deposit of requisite amount in prescribed as per NIT.
- 3.0 Original Power of Attorney of the person signing the bid documents or photocopy duly attested by Notary Public.
- 4.0 Demand Draft / Pay Order towards the cost of bid documents in case bid documents are downloaded from PTU's web site.
- 5.0 List, organization chart and schedule of deployment of engineering and other staff proposed to be deployed for the work. Bio-data of the key officials to be deployed should also be submitted.
- 5.0 Complete Bid Document (Packet-I) duly stamped and signed by the bidders on each page.
- 6.0 Financial Bid (Packet-II) with rates duly filled in, stamped and signed by the bidders.
- 7.0 Corrigendum (s), if any, duly stamped and signed by the bidders on each page.

## SCOPE OF WORK AND PAYMENT SCHEDULE

#### 1.0 OBJECTIVE:

Punjab Technical University is in the process of establishing Punjab Institute of Technology (PIT) at its main campus on Jalandhar-Kapurthala road, district Kapurthala, Punjab. PTU has already appointed Architect for this work. Bids are being inviting for engagement of a Project Management Consultant for construction supervision. The objectives of the University in employing Project Management Consultant for construction supervision of the Project are:

- 1.1 The Project Management consultant will act as "Engineer-in-Charge" on behalf of University in terms of the conditions of works contract.
- 1.2 To ensure effective and efficient management of the project, construction supervision etc. by an independent external agency having expertise in this field of work.
- 1.3 To ensure high standards of quality assurance and cost efficiency in the execution of work and completion of work within the stipulated time period by employing latest techniques of Construction Management.

#### 2.0 PROJECT DETAILS:

- 2.1 Presently, construction of two college buildings, one seminar hall, one central library cum cafeteria and one open air theatre is planned for this PIT. The college buildings is having Ground plus five floors, central library cum cafeteria is having ground plus two floors. The plinth area for all these buildings is about 31870 Sqm. and estimated cost for this work based upon plinth area rates of CPWD is Rs. 97 Crores.
- 2.2 The major works, which are to be executed in these buildings are Civil works with RCC framed structures, Internal and external electrical, Fire detection and fire fighting, Public Health, Lifts, Air-conditioning, STP, Pump houses and other related works required for completion of works in all respects and making the buildings functional.
- 2.3 The total time period for pre-constructional activities and construction period has been considered as 3 years from the commencement of consultancy assignment. However, the rates to be quoted for consultancy assignment should be for the complete scope of work defined under clause 4.0 'Scope of the Services of Project Management Consultant'.

# 3.0 SCOPE OF THE SERVICES OF PROJECT MANAGEMENT CONSULTANT

- 3.1 The tenders for engagement of contractors will be invited by PTU in consultation with the consultant. The tenders shall be evaluated by the Architect. After evaluation by the Architect, the same will be checked, finalized and awarded by the Consultant, Consultant shall ensure that the works are awarded at reasonable and justified rates by following all the required procedures. The agreement shall also be signed by the Consultant on behalf of PTU with the contractors.
- 3.2 The Project Management Consultant shall act as 'Engineer-in-Charge' for the Project in terms of the conditions of Works Contract. As Engineer-in-Charge, the Project Management Consultant will administer the Works Contract and 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 Consultant 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, enter measurements and abstract etc. in the measurement books and monitor the progress of the work. Consultant will make all engineering decisions including necessary correspondence with contractors required for the successful and timely implementation of the Project. Consultant will ensure adherence to relevant CPWD specifications, BIS codes and will also ensure observance of all formalities / documents / day to day activities as defined in CPWD Works Manual for execution of 'Works Contract' and as directed by University form time to time. Consultant will perform the function as 'Engineer-in-Charge' as enumerated in the Works Contract.

However, the consultant will seek prior approval of the University for the followings:

- i. Issuing/approving variation orders.
- ii. Approving rates for new items of work.
- iii. Variation in quantities for existing items of the contract beyond the limits defined in the contract;
- Approving the extension of time for completion of the works stipulated in the construction contracts.
- v. Issue of completion certificate or completion of defect liability period certificates to the agencies engaged for the project.

For these items, the consultant will submit its recommendations to the University and orders/certificates/approvals will be issued/accorded by the University.

3.2 The consultant shall be responsible for management of the entire project under its various phases in the manner described below:

### (a) Pre-construction Phase

- Vetting of detailed cost estimates submitted by University's Architect and recommending the same to University for approval.
- Vetting of tender conditions prepared by University's Architect.
- 1ii. Assist University in invitation of tenders for engagement of contractors. The bids received will be evaluated by University's Architect at first stage. After evaluation of bids by the Architect, the same will be made available to the Consultant for appreciation, finalization and award of work.
- Signing of contracts with the successful bidders.
- Obtaining various statutory approvals and clearances such as approval
  of Plans, Environmental clearances, Pollution clearances etc. required
  before start of work and/or after completion of works.
- vi. Preparing detailed PERT/CPM charts and analysis for the various project related activities with reference to time frame, resource allocation & scheduling using latest techniques and software as approved by the university.
- vii. Phasing of finance requirements and prepare cash flow statement.
- vili. Monitoring the preparation of 'Good for Construction drawings' by the Architect and vetting the same.
  - Checking and approval of the Architectural, structural, services and all other drawings to ensure their completeness/correctness.
  - Checking of the cost estimates prepared and submitted by the Architect for approval of the University.
  - xi. Detailed programming of the Contractor's works for each individual contractor using latest techniques and software as approved by the university.

### (b) Construction Phase

Consultant shall provide Construction Management Services from the start of construction upto commissioning and handing over of the project for operation/use. Consultant shall depute dedicated qualified and adequate personnel for full time supervision commensurate with the construction programme already finalized, to the satisfaction of the University authorities. It shall also be the responsibility of the consultant to coordinate with various consulting as well as construction agencies for smooth execution of the project. Responsibilities of Project Management Consultant will, inter-alia, be as under:

- i. Overall control of the site where the works are to be executed. Full time supervision of the construction work at site to the best intents of Drawings, Specifications and contract documents by deploying dedicated and appropriately qualified personnel duly approved by the University authorities. It will be the responsibility of the Consultant that works are executed strictly as per drawings, tender conditions and specifications.
- Make correspondence with the contractors and suppliers. The consultant will make one additional copy of important letters and correspondence done with the contractors and submit the same to PTU on monthly basis for the records. One copy of the drawings issued to the contractors and suppliers shall also be made available to PTU. The mere submission of these records to PTU will not absolve the consultant from his duties and responsibilities as per the contract.
- Issuing approved drawings to the contractors, constructional explanatory sketches wherever required.
- Checking and approval of fabrication drawings, bar-bending schedules, Design Mixes, Job Mix Formulas and all other Architectural/Structural details during construction.
- v. To effectively coordinate between various construction agencies and the Architects to ensure timely availability of the inputs required for uninterrupted construction at site.
- vi. To effective co-ordination between various construction agencies of different disciplines such as Civil, Electrical, Mechanical, Fire Fighting, Air conditioning, Services, Horticulture etc.
- vii. Ensuring timely completion of works by the agencies engaged. Preparation of overall construction schedules and networks, directing contractors to prepare individual schedules and their coordination and monitoring on weekly basis using latest techniques and software as approved by university.
- viii. Monitoring progress and sequence of works of various agencies and trades for coordinated and harmonious construction including revision of construction schedules using latest techniques and software at regular

- intervals as may be decided by the university. Three sets of such construction schedules including cost estimates shall be submitted along with a soft copy of the same.
- Rendering timely advice for implementing special techniques for cost benefit in the Project.
- x. Drawing up and putting in place a Safety Assurance Plan along with an appropriate and efficient mechanism to ensure their effective implementation at site. Ensuring complete safety of all the workers at site as per agreed safety plan.
- xi. Drawing up and putting in place a Quality Assurance Plan along with an appropriate and efficient mechanism to ensure their effective implementation at site. Conducting periodic quality meetings to maintain preset quality standards.
- xii. Develop a checking and testing procedure to ensure that tests, inspections and checks are conducted as per the requirements of technical specifications and tender conditions. Maintaining an accurate record of all tests, inspections and checks conducted.
- xiii. Recording measurements of works executed in measurement books, preparation of abstracts/bills, Certification of Quality of the works executed for the purpose of payment to be released to the construction agencies and recommending the payment to be released to them subject to final approval by the University. It will be ensured by the consultant that measurements are recorded as per contract specifications and conditions. In case, some extra payment is released to the contractors on account of wrong recording of measurements, the consultant will recover the same from the dues of the contractors failing which the same will be recovered by the University from the dues of the consultant.
- xiv. Administration of all Contract Agreements and devising a suitable dispute resolution mechanism to facilitate a quick and amicable settlement of disputes, if any.
- xv. Secure proper insurances, bonds, bank guarantees, indemnity bonds, schedules, product guarantees etc. from the contractors and ensuring their timely extensions, if required, as per contract requirements.
- xvi. To reply and settle the observations / paras of the any checking / investigating agency of the Govt.
- xvii. Final inspection, checking/supervision of testing and commissioning of various systems and assisting the University in taking over of various parts of works and of various systems.
- xviii. Preparing material reconciliation statements to justify proper use of materials. Compilation of "as-built" drawings in association with the Architects, along with preparation of operations and maintenance manuals.

- reports/summaries in the required formats and at the required frequency, as may be decided by the University from time to time, to facilitate a close and effective monitoring of all the important aspects relating to the progress, quality and cost of the works. For this purpose, all the necessary data relevant to the execution of work including materials brought and consumed at site, hindrances if any, records of daily labour deployed etc. shall be maintained and submitted to University by PMC on regular basis.
  - xx. Consultant shall also apprise the University of the progress and/or activities of the project on a monthly basis by preparing and submitting monitoring reports as under:
    - (a) Current works on hand.
    - (b) Agencies on the site along with their labour deployment, equipment and materials at site.
    - (c) Any relevant critical items influencing the progress of work, including weather etc.
    - (d) Progress of the project vis-à-vis targets, on overall basis.
    - (e) Progress of works vis-à-vis targets, agency wise.
    - (f) Bills of different contractors certified and forwarded to University.
    - (g) Financial progress, targeted and achieved.
    - (h) Reasons for variation in the physical and financial progress, if any.
- xxi. Forecast of major activities in the next three months.
- xxii. A summary of the Quality Assurance Regime, indicating inter alia, the different tests conducted, tests failed if any, alongwith remedial/corrective action taken/proposed against the same etc.
- (c) Post Construction phase

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

- Settlement of all the accounts of all the contractors including preparation of final bills.
- il. Reconciliation of materials supplied to the contractors, if any
- Ensuring of defect liability activities by the contractors during the respective liability periods.
- Getting "As-built" drawings completed from the Architect.
- Preparation of all operation and maintenance manuals.
- vi. Preparation of Final Report which shall contain all technical and financial information of the project.

- vii. Checking & Finalization of Revised Estimates, Settling the Audit / Inspecting agencies Observations and Arbitration cases etc.
- viii. To provide all documents / reports / statements of facts / counter statements of facts for settling Audit / Inspecting Agencies observations and arbitration cases etc. including attending the hearings as and when required by the University and providing necessary support as may be required by the University from time to time.

### (d) Other Responsibilities

- i. The consultant shall keep the University informed about the progress of work in his office for all the above three stages. To review progress of work, University will conduct meetings with the authorized representatives of the consultant either at site, Jalandhar and/or at Chandigarh.
- ii. On account of specified time frame for development and construction of the institute, the Consultant shall have his office near the Project site and shall have the required dedicated personnel stationed there after the approval of University Authorities so that they are available for interaction at all the time. No such staff/officers shall be transferred without the consent of University. Similarly prior to any induction of new staff/officers on the Project site, the approval of University shall be obtained.
- iii. Consultant shall review the strategic planning and time management of the project from time to time. This will consist of continuous appraisal and revision of the frame work of the project and the project process as and when required, so as to achieve the desired objective in most efficient and economical manner.
- iv. The Consultant shall exercise all reasonable skill, care and diligence in the discharge of his responsibilities and shall exercise such superintendence and inspection to ensure that the works are carried out in conformity with the generally accepted norms and sound practices of Engineering. The Consultant shall be responsible for the technical soundness of the services rendered. In the event of any deficiencies in these services, the Consultant shall promptly get such works re-done at no additional cost to the University.
- 3.3 The University 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 consultant will render due assistance in discharge of their duties.

### 4.0 PAYMENT SCHEDULE:

The Consultant shall be paid their fee for rendering the services in the following stages/manner:

S. N.	Stage of Payment	Payment
1.	On award of works to construction agencies and mobilization of required/agreed manpower/ resources at site and setting up office/site office.	5% of total fees payable
2.	On physical completion of	
	a) 5% Work	9% of total fees payable less already paid upto stage I
	b) 15% Work	18% of total fees payable less already paid upto stage (a)
	c) 25% Work	27% of total fees payable less already paid upto stage 2 b)
	d) 35% Work	36% of total fees payable less already paid upto stage 2 c)
	e) _ 45% Work	45% of total fees payable less already paid upto stage 2 d)
	f) 55% Work	54% of total fees payable less already paid upto stage 2 e)
3	g) 65% Work	63% of total fees payable less already paid upto stage 2 f)
	h) 75% Work	72% of total fees payable less already paid upto stage 2 g)
	i) 85% Work	81% of total fees payable less already paid upto stage 2 h)
	j) 100% Work	90% of total fees payable less already paid upto stage 2 i)
3.	On completion of defect liability period and completion of all activities as defined in the scope of work of the consultant.	100% of total fees payable less already paid upto stage 2 j)

In case, part(s) of the works are awarded/executed, payment shall be released on pro-rata basis. The final fee payable to the Consultant shall be computed on the actual cost of completed works including escalation, if any, paid to the contractors. However, for stage payments at S. No. 1 & 2, approved estimated cost will be taken for working out the payments. For stage 3, actual completed cost will be considered for working out the payments.

No deduction on account of penalty, liquidated damages, part payments, amount withheld/deducted from payments of the contractors shall be made from the cost for working out the fee payable to the Consultant.

The actual cost of the completed work shall include cost of execution of assigned works referred to in scope of work and cost of equipment and machinery such as transformers, diesel generating sets, sub-stations, lifts, air-conditioning machines, pumps and motors, water/sewage plants etc. but excluding the cost of land. The fee paid to various departments for some approvals or for getting some connections/services shall also be excluded from the costs.

#### 5.0 CONSULTANT'S PERSONNEL

- 5.1 The Consultant will provide such qualified and experienced personnel as are required to carry out the various services defined in the document. The consultant is at liberty to work from its head quarter or any other office for pre-construction activities. However, for construction and post construction activities, the Consultant has to set up its office near the construction site.
- 5.2 Minimum Nos., broad qualifications and experience of the key professionals given below is Client's perception in respect of the specific requirement of the project during construction phase. Consultants are advised to prepare CVs of their proposed key personnel specifically highlighting the qualification and experience in the related area of expertise as per requirements.

S. No.	Key Personnel	Minimum qualification	Minimum relevant experience	Period of requirement at Project	Minimum Nos. required
1	Project Manager (PM) Head	Civil Engineering graduate	15 years	Full time	1
2	Deputy PM (Civil works)	Civil Engineering graduate	10 years	Full time	2
3	Deputy PM (Public Health works)	Civil Engineering graduate	10 years	As per requirements	1
4	Deputy PM (Electrical and AC works)	Electrical Engineering graduate	10 years	As per requirements	1
5	Quality Control Engineer	Civil Engineering graduate	10 years	As per requirements	- 1
6	Field Engineers/ Supervisors/ Surveyors/ Quantity Surveyors etc.	Three year Diploma in relevant discipline	5 years	As per requirements	As per requirements

The Consultant will submit bio-data of the key personnel (S. No. 1 to 5 above) proposed to be deployed on the project alongwith their schedule of deployment at the project.

As regards, Field Engineers/ Supervisors/Surveyors/Quantity Surveyors etc., sufficient personnel will be deployed so that the works are executed as per the requirements. Their Nos. and schedule of deployment shall be got approved by the Consultant from the University. At any stage, if it is felt by the University that sufficient personnel, as agreed between the University and the Consultant have not been deployed by the Consultant and progress and/or quality of work is affecting on this account, a penalty of Rs.5,000/- (Rs. Five Thousand only) per person per day shall be imposed by the University till such time, the sufficient Nos. of key personnel are not deployed by the Consultant. In case, this continue for more than 30 days, penal action as per contract conditions shall be taken against the consultant.

5.2 Except as the Client may otherwise agree, no change shall be made in the key personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Personnel, the Consultants shall forthwith provide as a replacement a person of equivalent or better qualifications and experience.

### 5.3 If the Client

- finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or
- ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.

# CONDITIONS OF CONTRACT

#### 1.0 DEFINITIONS

In the Contract, as herein after defined, the following word expressions shall have the meanings hereby assigned to them, except where the context requires otherwise.

- a) "Client or Principal Employer or Owner" means the Punjab Technical University, Jalandhar-Kapurthala Road, Punjab.
- b) "The Vice Chancellor (VC)" means the Vice Chancellor of Punjab Technical University.
- c) "The Registrar" means the Registrar of Punjab Technical University.
- d) "Client/Principal Employer/Owner's Representative" means the nominated officer appointed by Punjab Technical University for operation of this contract.
- e) "Architect" means the Architect appointed by Punjab Technical University for this work and shall include its heirs, executors, administrators, successors, legal representatives, as the case may be.
- f) "Contractor(s)" means the Contractor(s) appointed by Punjab Technical University for execution of works and shall include its heirs, executors, administrators, successors, legal representatives, as the case may be.
- g) "Project Management Consultant or Consultant" means the public sector company/firm or Govt. organization to whom this work is awarded and is engaged for rendering Project Management Consultancy Services for construction and development of the project.
- b) "Bidder" means the agency submitting a bid.
- i) "Contract" shall mean and include the Agreement or Letter of Acceptance, the accepted Rates, the Conditions of Contract, Instructions to the Bidders and other Bid Documents.
- "Bid" means the offer (Technical and/or Financial) made by agency for the rendering the services.
- k) "Approval or Approved" means approval in writing including subsequent written confirmation of previous verbal approval.

- "Letter of Acceptance" means the letter from the Employer or the Engineer to the Consultant, conveying acceptance of the Bid.
- "Month" means the Gregorian calendar month.
- o) "Day" means the calendar day.
- p) "Time" expressed by hours of the clock shall be according to the Indian Standard time.
- q) "Bid Date" means closing date fixed for receipt of bids as per notice inviting bid or extended by subsequent notification.
- r) "Rupees" (or Rs. in abbreviation) shall mean Rupees in Indian currency.

### 2.0 HEADING AND MARGINAL NOTES

- 2.1 The top heading and marginal notes given in the bid or Contract documents are solely for the purpose of facilitating reference and shall not be deemed to be part thereof and shall not be taken into consideration in the interpretation or consideration thereof.
- 2.2 Notices, consents, Approvals, Certificates and Determination.

Wherever in the Contract provision is made for giving or issue of any notice, consent, approval certificate or determination, it shall be in writing and the words notify, certify or determine shall be construed accordingly.

# 3.0 SINGULAR, PLURAL AND GENERAL

Words importing the singular only also include the plural and vice versa where the context requires. Similarly, words importing masculine gender also include the feminine gender.

# 4.0 COMMUNICATION AND LANGUAGE OF CONTRACT

# 4.1 Communication to be in writing

All notices, communications, references and complaints by either party to the Contract shall be in writing in English, Punjabi or Hindi. Communication from only authorised representative of the Consultant shall be entertained.

# 4.2 Language of Contract

The Contract document shall be drawn up in English.

### 5.0 LAWS GOVERNING THE CONTRACT

The Contract shall be governed by the laws in force in India.

#### 6.0 CONTRACT AGREEMENT

The successful Consultant shall enter into and execute the Contract agreement in the form of agreement within 30 days from the date of issue of Letter of Acceptance. The stamp papers of the requisite value as per the prevailing laws shall be provided by the Consultant at his own cost. Original agreement shall be retained by the Employer/Engineer and a certified copy shall be made available to the Consultant.

### 7.0 UNIVERSITY'S REPRESENTATIVE:

To administer the contracts under the project, the University will be the contractual Employer. On behalf of the Employer, its Construction Department will be in-charge of the Project. The University shall nominate an officer to represent it for the purpose of this agreement, and the name, designation, and address of the officer so nominated shall be intimated to the consultant. Similarly, the consultant will nominate and intimate in writing particulars of an officer to represent it. It is, however, understood and agreed to by and between the parties hereto that the parties shall work in close co-operation with each other at all times in order to ensure timely completion of the project.

The Employer reserves the right to inspect the works i.e. activities in pre construction phase, construction phase, post construction phase being supervised by the Consultant and to check the records / documentation / reports / deployment of manpower etc. at any time. However, deployment of University's own supervisory staff shall not absolve Consultant of any of its responsibilities as defined in this document.

### 8.0 UNIVERSITY'S ROLE AND RESPONSIBILITIES:

The University shall discharge its obligations connected with the project and engagement of the Consultant as follows:

- 8.1 To provide detailed requirements of the project.
- 8.2 To make the site available for execution of project.
- 8.3 To pay bills of the Contracting agencies engaged for execution of the project.
- 8.4 To honour Consultant's bills subject to fulfillment of the contractual requirements by the consultant.

## 9.0 DELAYS AND EXTENSION OF TIME PERIOD:

The total time period for pre-constructional activities and construction period has been considered as 3 years from the commencement of consultancy assignment. It will be responsibility of the Consultant to get the works completed within stipulated completion period. However, in case of delay in completion of works by the Contractors for the reasons not attributable to the Consultant, suitable extension of time shall be granted to the Consultant by the University. In case, the consultant has to keep its establishment at site for execution of work beyond 3 years from the date of award for the reasons not attributable to the Consultant, University may consider reimbursement of the actual site expenses of the consultant beyond 3 years. In such a case, prior approval of the University for keeping the extent of site establishment shall be obtained by the Consultant. It may kindly be noted that no compensation shall be allowed for post construction activities (to be done by the Consultant after completion of works by the contractors) to be done by the Consultant as per scope of the work.

### 10.0 FORE-CLOSURE OF CONTRACT:

The Employer/Engineer shall be entitled to fore-close the contract, at any time, should, in the Employer/Engineer's opinion, the cessation of works becomes necessary, owing to paucity of funds or due to court orders or from any other cause whatsoever. Notice in writing from the Employer/Engineer of such closure and reasons therefore, shall be conclusive evidence thereof.

The Consultant shall have no claim to any payment of compensation or otherwise, on account of any profit or advantage which he might have derived from the execution of the contract in full but which he could not in consequence of fore-closure of contract under this clause.

### 11.0 MODIFICATIONS TO SCOPE OF WORKS

The Engineer shall be competent to order in writing to enlarge or extend, diminish or reduce the scope of works or make any alterations in their character.

The enlargement, extension, diminution, reduction, alterations or additions, referred to above shall in no way affect the validity of the contract, but shall be performed by the Consultant as provided therein and be subject to the same conditions, stipulations, obligations and rates as if they had been originally and expressly included and provided in the contract.

In case of reduction in work, the Consultant shall be entitled to the payment on a pro-rata basis for the work done, submitted and got approved by them upon the time of such modifications.

### 12.0 FORCE MAJEURE

12.1 If, at any time during the currency of the contract, the performance of any obligation (in whole or in part) by the Employer or the Consultant shall be prevented or delayed by reason of any war, hostilities, invasion, acts of public or foreign enemies, rebellion, revolution, insurrection, civil commotion, sabotage, large scale arson, floods, earthquake or any other act of God, large scale epidemics, nuclear accidents, any other catastrophic unforeseeable circumstances, quarantine restrictions, any

statutory, rules, regulations, orders or requisitions issued by a Government department or competent authority(hereinafter referred to as "event") then, provided notice of the happening of such an event is given by either party to the other within 21 days of the occurrence thereof.

- a. Neither party by reason of such event be entitled to terminate the contract or have claim for damages against the other in respect of such nonperformance or delay in performance.
- b. The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist.
- c. If the performance in whole or part of any obligation under the contract is prevented or delayed by reason of the event beyond a period of 180 days, the contract may be fore-closed with mutual consent by giving a notice of 30 days without any repercussions on either side.
- d. In case of doubt or dispute, whether a particular occurrence should be considered an "event" as defined under this clause, the decision of the Employer shall be final and binding.
- e. Works that have already been measured shall be paid for by the Engineer even if the same is subsequently destroyed or damaged as a result of the event. The cost of any work that has been measured shall be borne by the Employer/Engineer.
- f. If the contract is fore-closed under this clause, the Consultant shall be paid fully for the work done under the contract, but not for any defective work or work done which has been destroyed or damaged before its measurement.
- 12.2 If no notice is issued by either party regarding the event within 21 days of occurrence, the said event shall be deemed not to have occurred and the contract will continue to have effect as such.

# 13.0 ACCEPTED RATES APPLICABLE TILL COMPLETION OF WORK:

The accepted percentage rates shall hold good till the completion of complete scope of work defined and no additional claim will be admissible on account of fluctuation in the rates of various inputs, increase in taxes and duties/any other levies etc. No price variation shall be admissible under this contract including extended period, if any, irrespective of the reasons for extension(s) of contract period.

# 14.0 LIABILITY OF THE CONSULTANT:

The Consultant's liability shall be limited to a maximum of two years after issue of completion/occupancy certificate. If the works are completed in phases/building wise, the liability of Consultant will be for a period of maximum two years after issue of completion/occupancy certificate for a particular phase/building.

#### 15.0 INDEMNITY

The consultant shall be liable for and shall indemnify, the University in respect of all damages or injury to any of the consultant's personnel or properties assigned for this project.

### 16.0 PATENTS

No patented or patent pending articles, methods, or devices shall be used or supplied in connection with the work or incorporated in the work without the prior written approval of the University if the terms of purchase involve or require the payment of license fee or royalty in addition to the purchase price, and do not contain patent indemnification in a form satisfactory to the University.

### 17.0 ADDITIONAL SERVICES

The consultant shall make available, on the University's written request, such additional services in addition to those described in this agreement and on such terms and conditions as may be mutually agreed upon between the University and the consultant.

#### 18.0 ASSIGNMENT

The assignment shall not be transferred or assigned in whole or part by the consultant to any person / company.

19.0 The Consultant shall maintain absolute security with regard to all the matters that comes to his knowledge by virtue of this contract or otherwise.

### 20.0 SETTLEMENT OF DISPUTES

Any difference, disputes, Controversy or claim which may arise between the parties hereto of or in relation to or in connection with this agreement or as to their rights, duties or liabilities hereunder other than a dispute for which provision is specifically made in this agreement, shall be settled by the parties by mutual negotiations and agreement. If for any reason such dispute can not be resolved amicably by the parties hereto within sixty days of dispute being notified by one party or other, the same can be settled by way of Arbitration proceedings by a Sole Arbitrator appointed by Vice Chancellor. The arbitration proceedings shall be in accordance with the Arbitration and Reconciliation Act 1996 or any subsequent enactment or amendment thereto. The language of the arbitration and the award shall be English. The arbitration proceedings shall be held at a place decided by the Arbitrator.

During the pendency of arbitration proceedings, the Consultant shall not stop working. The Consultant shall endeavor to finish the work within stipulated time.

### 21.0 JURISDICTION OF COURT

The Jurisdiction of Courts for any disputes pertaining to this contract will be Jalandhar (Punjab) only.

# FORM OF AGREEMENT

This contract Agreement is made on the day of BETWEEN Punjal Technical University, Jalandhar, hereinafter called "the PTU (which expression shall wherever the context so demands or requires includes their successors and assignee) of the one part AND, hereinafter called "the Consultant" legal successor and assignee) of the other part.
legal successor and assignee) of the other part.
WHEREAS
The PTU is desirous that "Providing Project Management Consultancy services for construction of propsed new buildings at University's main campus at Jalandhar-to in the Bid Documents.
The Consultant has understood the nature and magnitude of the work specified in the Bid Documents and has satisfied himself by careful examination before submitting his bid as to the nature of work and obtained complete information as to the matters and things referred to or implied in the Bid Document or having any connection therewith, and has considered the nature and extent of all probable and possible situations and has examined and considered all other matters, conditions and things and probable and possible contingencies, and generally all matters incidental thereto and auxiliary thereof affecting the execution and completion of work as per the terms and conditions of the contract and which might have influenced him in making his bid.
ANDWHEREAS
The PTU has accepted the bid of M/s for Providing Project Management Consultancy services for construction of propsed new buildings at University's main campus at Jalandhar-Kapurthala road, Kapurthala, Punjab vide letter No dated at the rates as accepted by PTU upon the terms and conditions of the contract.
NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED AS FOLLOWS
The following documents in conjunctions with addendum/corrigendum to Bid Documents (If any) shall be deemed to form and be read and construed as part of the Agreement, Viz.
<ul> <li>(a) This contact agreement.</li> <li>(b) Letter of Award of work</li> <li>(c) Bid document</li> <li>(d) Any other reference made in this regard.</li> </ul>
and togata,

- In this agreement words and expressions shall have the sane meaning as are respectively assigned to them in the condition of contract hereinafter referred to.
- The work shall be strictly executed in accordance with the conditions of the contract set forth in the bid documents.
- In consideration of the payment to be made to the Consultant for the work to be executed by him, the Consultant hereby convenants with PTU that the Consultant shall and will duly provide, execute and complete the said work and shall do and perform all other acts and things in the contract, mentioned or described or which are to be implied there form or may be reasonably necessary for the completion of the said work and at the times and in the manner and subject to the terms and conditions or stipulation mentioned in the contract.
- 4. In consideration of the due provision, execution and completion of the said work, the PTU do hereby agree with Consultant that the PTU will pay to the Consultant in respect of the amount for the work actually done by him and approved by the nominated Engineer of PTU at the rates given in the schedule of quantities and other sums payable to the Consultant under provision of the contract, such payment to be made at such time and in such manner as provided for the contract.

The agreement is being executed in quadruplicate for facility of reference.

IN WITNESS WHEREOF the parties have executed these presents on the day and the year first above written.

Signed and delivered for and on behalf of PTU	Signed and delivered for and on behalf of the Consultant
Registrar/Authorized Signatory	Authorized Signatory
Dated:	Dated :
Place :	Place :
In the presence of	two witnesses:
	i e
1.	1.
2.	1 2.

### PUNJAB TECHNICAL UNIVERSITY

INVITATION OF BIDS FOR PROVIDING PROJECT MANAGEMENT CONSULTANCY SERVICES FOR CONSTRUCTION OF PROPSED NEW BUILDINGS AT UNIVERSITY'S MAIN CAMPUS AT JALANDHAR-KAPURTHALA ROAD, KAPURTHALA, PUNJAB

### DATA OF THE BIDDERS (TO BE FURNISHED BY ALL THE BIDDERS)

l.	Name and address of the Bidder	:	
2.	Constitution/nature of the firm	:	
3.	Contact Person (s)	:	
4.	Contact Details (Landline, Mobile, Fax and e-mail ID)	:	
5.	Details of registration	:	
	Details of Earnest money Deposited	÷	
	Dated :		(Signature of Bidder With stamps of the firm)

### <u>PRICE BID</u>

Name of the Work:

Providing Project Management Consultancy services for construction of proposed new buildings at University's main campus at Jalandhar-Kapurthala road, Kapurthala, Punjab.

### **GUIDELINES FOR FILLING THE PRICES**

- The rate to be quoted shall be in percentage of cost of works.
- 2. The rates to be quoted should be inclusive of all taxes and duties including Service Tax.
- The bidders are requested to quote their rates strictly as per terms and conditions forming part of this document. Conditional bids shall not be accepted.

S. No.	Description	Unit	Rate ( in Rs) (to be quoted in figures and words)
1.	Providing Project Management Consultancy services for construction of proposed new buildings at University's main campus at Jalandhar-Kapurthala road, Kapurthala, Punjab.	% age	

Name, Seal and Signature of the Bidder

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