



तमिलनाडु केन्द्रीय विश्वविद्यालय

) संसद द्वारा पारित अधिनियम 2009 के अंतर्गत स्थापित

CENTRAL UNIVERSITY OF TAMIL NADU

(Established by an Act of Parliament, 2009)

नीलक्कुडी परिसर/Neelakudi Campus ,, तिरुवारूर/Thiruvavarur - 610 005

Tender No : 01/2018-19

Date : 04/05/2018

SELECTION OF PROJECT MANAGEMENT AGENCY (PMA)

FOR

ARCHITECTURAL, ENGINEERING AND FACILITY PLANNING, DESIGNING, EXECUTION, PROJECT MANAGEMENT AND HANDING OVER INCLUDING MAINTENANCE FOR 5 YEARS — FOR CONSTRUCTION WORKS IN CENTRAL UNIVERSITY OF TAMIL NADU, THIRUVARUR.

(Amended tender document as per pre- bid meeting minutes held on 30.05.2018)

Invitation of Bids

From

Central/State Govt / Public Sector Undertakings

Time schedule of various tender related events:

Last Date & Time for bid Submission	09/07/2018, 3:00 PM
Technical Bids Opening	10/07/2018, 11:00 AM
Financial bids Opening Date & Time	The exact date will be flashed in the CUTN website. Individual Communication will not be made. Therefore, Kindly access CUTN website regularly.

NOTICE INVITING TENDER

Central University of Tamil Nadu (CUTN) wishes to appoint Project Management Agency (PMA) from amongst Central/State Government/Public Sector Undertakings (CPSUs) eligible as per amended GFR 133 (3) for Comprehensive Design Engineering, Construction & development of Construction works in Central University of Tamil Nadu at Thiruvarur on a turnkey basis.

The PMA shall be selected /Appointed on the basis of Quality-cum-Cost Based Selection System (QCCBS) as defined in the tender documents:

1.	Name of the University	:	Central University of Tamil Nadu (CUTN), Thiruvarur (Established by an Act of Parliament 2009)
2.	Estimated Cost of Project	:	Rs. 50 Crore (The Agencies should submit quote as percentage fee of estimated cost for a Rs.50.00 Crores only. If the same Agency may be awarded further project based on the satisfactory performance alone & cost index will be considered. Upcoming project may be awarded to the same agency based on their performance cost index will be considered as per CPWD norms)
3	EMD	:	It is only exempted for Public Sector Undertakings. Performance security is fixed as 5% of the estimated agency fee.
4.	Completion Period	:	18 Months
5.	Last date and time for submission of bid	:	09/07/2018 – 3.00 PM
6.	Pre - bid meeting	:	30/05/2018 – 3.00 PM
7.	Date of opening of Technical Bid	:	10/07/2018 – 11.00 AM
8.	Date of opening of Financial Bid	:	The exact date will be flashed in the CUTN website in due course.

CUTN reserves the right to accept or reject any or all tenders without assigning any reason thereof.

EMPLOYER / CUTN



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नीलक्कुड़ी परिसर/Neelakudi Campus., तिरुवारूर/Thiruvavur - 610 005

BID DOCUMENT

FOR

ARCHITECTURAL, ENGINEERING AND FACILITY PLANNING, DESIGNING, EXECUTION, PROJECT MANAGEMENT AND HANDING OVER INCLUDING MAINTENANCE FOR 5 YEARS – FOR CONSTRUCTION WORKS IN CENTRAL UNIVERSITY OF TAMIL NADU AT THIRUVARUR.

Information to Bidders (ITB)

Central University of Tamil Nadu (CUTN) wishes to appoint Project Management Agency (PMA) from amongst Central/State Government/ Public Sector Undertakings (CPSUs) eligible as per amended GFR 133 (3) for Comprehensive Design Engineering, Construction & Development of Construction works in Central University of Tamil Nadu on a turnkey basis.

The Estimated project Cost for proposed Institute is approx. Rs. 100 crore.

The phase I includes the construction of Auditorium, Girls and Boys Hostel, Academic Block and arena of Performing Arts.

2. Definitions

Unless context or consistency demands otherwise the following terms shall have the meaning assigned to them as under:

- 2.1 **'EMPLOYER'** shall mean the CUTN and shall include their legal representative, successor and permitted assigns.
- 2.2 **'PMA'** shall mean the Project Management Agency engaged by the CUTN.
- 2.3 **'Completion'** means when the Building(s) Structures(s) are complete in all respects along with associated services i.e. ready to occupy and are actually handed over to the CUTN.
- 2.4 **'Authorized Representative'** shall mean the representative of Project Management Consultant.
- 2.5 **'Projects'** shall mean "Construction works in Central University of Tamil Nadu"
- 2.6 **'Services'** in the context of PMA shall mean the Comprehensive Design, Engineering and Project Management Consultancy services to be rendered by the PMA.
- 2.7 **'Contractor'** means the contractor or contractors or suppliers or agencies employed by the Project Management Agency for the work or any connected work.
- 2.8 **'CVC'** means Central Vigilance Commission, Government of India.
- 2.9 **'CAG'** means Comptroller & Auditor General, Government of India.

3. Eligibility Criteria:-

- 3.1 As per clause 7.1 of this document.

4. The broad scope of the works / Terms of reference shall be:

- 4.1 Construction works in Central University of Tamil Nadu by following statutory laws and amended from time to time.
- 4.2 Design and Engineering of the project including Civil, Architectural, Structural, Plumbing, Electrical, HVAC, Furniture & IT Networking.
- 4.3 Obtaining statutory approvals for design and drawings wherever applicable.
- 4.4 Project Management and Construction supervision as per design requirements by calling tender for Appointment of Contractor and follow CVC guidelines.
- 4.5 Obtaining completion / occupancy certificate if applicable.
- 4.6 Handing over the facilities to CUTN.

- 4.7 Maintenance of building / campus during the defect liability period of 12 Months from date of handover and further maintenance for a period of five Years from the date following the date of expiry of defect liability period.

5. Bid Conditions

- 5.1 The Estimated project Cost is Rs.100 Crore out of which ₹ 50.00 crore have already been approved. The Bidders shall provide their services as PMA for a period of 18 months or till the completion of works whichever is later.
- 5.2 EMPLOYER reserves to itself the authority to reject any or all of the bids received and changes of the scope of work without assigning any reason. The EMPLOYER also reserves the right to itself to terminate the bidding process at any stage with due reasons.
- 5.3 The offer, in which any of the prescribed conditions is not fulfilled or where the bidder puts any condition including that of conditional rebate, shall be liable to be summarily rejected.
- 5.4 Canvassing whether directly or indirectly, in connection with the bid is strictly prohibited and the bid submitted by the bidder who resorts to canvassing in any form would be liable to rejection.
- 5.5 The offer shall remain open for acceptance for a period of 180 days from the date of opening of 'Bids'.
- 5.6 Bidder must ensure before submitting the bid that each and every page of the bid documents is signed by the authorized officer of the organization. The bid document shall form a part of the contract agreement. The successful bidder on acceptance of his bid by the Accepting Authority, and issue of letter of intent/award shall, within 15 days, sign the contract agreement.
- 5.7 To obtain first hand information on the assignment and on the local conditions. Bidders are advised to visit the site. Bidders are expected to familiarise themselves of local conditions and take these into account while preparing their bids.

6. Submission of Bid:

Technical and Financial Bid should be submitted on or before the date mentioned above.

Delay in submission whatsoever for any hold will not be entertained.

The Agency charges for Providing Comprehensive Design Engineering and Project Management Agency (PMA) Services inclusive of GST shall be quoted in terms of Fee both in figure & in words duly signed by the Authorized Signatory to be indicated in the prescribed format provided.

CUTN shall reimburse / pay all expenditure related to obtaining statutory clearances of the project as per actual including registration charges (if any) with authority concerned.

7. Eligibility Criteria:

Minimum Eligibility Criteria:

The Agencies who fulfil the following minimum eligibility requirements shall be eligible to apply.

- 7.1 Should have satisfactorily completed the works as mentioned below during the last Seven years ending previous day of last date of submission of tenders.
- (i) Three similar works of Planning Designing and construction of Academic campus each costing not less than Rs 50 Crore.
OR
- (ii) Two similar works of Planning Designing and construction of Academic campus each costing not less than Rs. 75 Crore.
OR
- (iii) One similar work of Planning Designing and construction of Academic campus costing not less than Rs 120 Crore.

Similar works means experience in Providing Comprehensive Design Engineering and Project Management Consultancy (PMA) Services for Multi-Storeyed Office Complex / Institutional / residential building.

- 7.2 CPSEs / PSUs which are under the process of disinvestment through strategic sale are not eligible.
- 7.3 The agency should not have suffered any loss during each of the last 3 financial years.
- 7.4 Average annual work carried over/ handled should be at least 30% of the estimated cost of proposed project during the immediate last 3 consecutive financial years. Out of which 75% of the value should contribute to buildings.
- 7.5 The main objects pursued by the Agencies as described in their Memorandum and Articles of Association (MoA&A) should be Buildings i.e residential buildings, offices, townships, commercial complexes, factories, manufacturing units, malls, etc. (Certified documents along with authorized signed of MoA & A to be submitted in its support.)
- 7.6 The Agencies should have adequate Technical Man power to provide post construction maintenance services for a period of 5 years & during DLP in accordance with the CPWD works manual/GOI norms.
- 7.7 One Comprehensive Consultancy assignment for any educational or commercial townships consisting of academic/commercial/residential buildings assignment of minimum built up area of 1.00 Lakh SqM.

8. Evaluation Criteria

The agencies should meet the following minimum eligibility criteria in support of their claims with self certified documents failing which the bids shall be summarily rejected.

The duly constituted Tender Evaluation Committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and by applying the evaluation criteria bid shall be evaluated as under:

S. No.	Criterion	Evaluation Criteria
A	Technical Manpower	15 marks
(i)	Presence of in-house professionally qualified staff in the PSU in indicative categories	
	Civil Engineers	Max.10 marks Civil Engineers (Min. Qualification - B. Tech)

S. No.	Criterion	Evaluation Criteria
	Electrical Engineers	Max. 3 marks Electrical Engineer (Min. Qualification-B. Tech) 10 and Above : 3 marks Between 1 to 9 Engineers: 2 marks
	Architect (in house or on hire)	Max 2 marks Architects (Minimum Qualification – B. Arch) 05 and Above : 2 marks Between 01 to 04 Architects: 1 marks
B.	Methodology , Understanding Project and presentation on Projects handled	10 Marks Mark to be allotted by Client's evaluation committee/ team on the basis of presentation made by the Agencies on the following parameters
C	Past Experience of the CPSEs / PSU	50 marks
i	Experience in similar projects (University (State/Central) College buildings academic, residential, Hostels etc.) during last seven years : Projects successfully completed	Max. 10 marks Two University / College buildings and above. = 10 Marks. Others = 4 Marks
ii	Navratna and above / Schedule A/ Mini Ratna / Schedule B/ Mini Ratna	06 Marks for (Navratna & above) 04 Marks for (Schedule A Mini Ratna,) 02 Marks for (Schedule B/ Mini Ratna)
iii	Experience of Master Planning of minimum 50 Acres Campus with residential facility.	10 Marks for more than 50 acres 06 Marks for upto 50 acres

iv	MOU Rating of the PSU MOU Rating for the last five years.	Max. 04 marks Excellent:- 4 marks Very Good / Good:- 2 marks
v	Experience in Green Building	06 marks At least single project successfully completed with 04 Star GRIHA/Gold LEED rating
vi	Experience in Post construction maintenance services in last 5 years	10 marks At least three projects where comprehensive Post construction maintenance services are provided.
vii	Experience in assignment of minimum built up area of 1.00 Lakh SqM	04 marks

D	Financial Strength	25 marks
i)	Average Annual Financial turnover in last three financial Years should be at least 30% of the estimated cost.	➤ 70% = 10 Marks ➤ 50% = 5 Marks ➤ 30% = 2 Marks
ii)	Average Annual Profit (PBIDT) should be at least equivalent to the estimated cost during the last three financial years and at least 5% of the estimated cost of the works handled during the last three financial years ending March, 2016.	Max. 5 marks Double the value = 5 Marks 1.5 times = 3 Marks 1 time = 2 Marks Others = 0 Mark
iii)	Net worth as on 31st March of previous Financial Year should be not less than the current estimated amount.	➤ Double = 5 Marks ➤ 1.5 Times = 3 Marks ➤ One time = 2 Marks ➤ Others = 0 Mark.
iv	Building sector contributing annual Turnover of the Agency	90 % - 5 marks 75 % - 2 marks
Total		100 Marks
Sl.No	LITIGATION ARBITRATION/DISPUTE CASES	MARKS (Marks in Negative)
1	No. of litigation /arbitration/ dispute cases during the last ten years only with the client/ Contractor (from--- to----) in connection with construction works	> 10 Cases : -5 Marks > 5 to < 10 Cases : -3 Marks > =1 to <= 5 cases : -1 Mark
2.	No. of projects executed during the last ten years (from----to----) where time lines have been exceeded by more than one year.	>10 Cases : -5Marks >5 to <10 Cases : -3 Marks >=1 to 5 cases : -1 Mark

3	No. of projects executed during the last ten years (from----to----) where project cost have been exceeded by 30%	>10 Cases : -5Marks > 5 to < 10 Cases : -3 Marks >=1 to <= 5 cases : -1 Mark
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- a) The Technical Evaluation shall be carried out based on the documents submitted by the bidder for technical bid.
- b) The evaluated Bid will be given a **Technical Score (TS)**. The minimum technical score required to qualify technical evaluation (Stage – I) is 60%. A bid will be considered unsuitable and will be rejected at this stage if it fails to achieve the minimum technical score. EMPLOYER will notify bidders who fail to score the minimum technical score about the same and the Financial Bids of such failed bidders will not be opened.
- c) EMPLOYER will notify the bidders who secure the minimum qualifying technical score, indicating the date and time set for opening of the Financial Bids. The notification may be sent by registered letter, facsimile, or electronic mail.

9. Opening and Evaluation of Financial Bid

The Financial Bids will be opened only of those bidders who secure marks 60 % and above in technical bid (Stage –I). The cost indicated in the Financial Bid shall be deemed as final and reflecting the total cost of services and should be stated in INR only.

10. Award of contract:

Selection of Bidder for Award of Work: The final selection of the tenderer for the award of work will be based on the scores secured by it in the Technical bid (Stage- I) and the price quoted by it in the financial bid (Stage-II) as detailed below:

- 10.1 80 % weightage will be considered for **Technical Score (TS)** obtained in the Technical bid (stage -I).
- 10.2 20 % weightage will be considered for the price quoted by the bidder in the Financial bid, this will be termed as **Financial Score (FS)**.

Financial score of the proposals will be determined using the following formula:

$$FS = 100 \times (FL/F) , \text{ Where,}$$

‘FS’ is the financial score of an applicant,

‘FL’ is the lowest Financial Proposal among all and

‘F’ is the Financial proposal of the particular applicant.

- 10.3 For the purpose of calculation of **Composite Score (S)** for each bidder, the weightage shall be 80 % for the Technical Score (Stage - II) (TS) and 20% for Financial Score (FS) of the respective applicants. The Composite Score shall be calculated using the following formula:

$$S = TS \times 0.80 + FS \times 0.20.$$

Tenderers will be ranked accordingly to their **Composite Scores** and will be listed in the order of merit as H 1, H 2 and H 3 and so on. The top scorer H 1 would be eligible for award of work.

11. Terms & Conditions of Engagement:

RESPONSIBILITIES OF THE PROJECT MANAGEMENT AGENCY

- 11.1 Presentation regarding the project.
- 11.2 Subsequent to signing of the agreement, the Project Management Agency (PMA) shall take possession of site encumbrance free from the EMPLOYER and shall nominate an Engineer at an appropriate level for execution of the project under intimation to the EMPLOYER.
- 11.3 The planning, designing of the project shall be done by the Project Management Consultant. The Project Management Agency shall prepare, detailed architectural scheme and service drawings and detailed estimates required for execution of the Project after getting the concept and specifications approved from EMPLOYER. While detailing the scheme, Project Management Agency shall provide only those requirements, which can be accommodated within approved estimated cost, as per priority decided by the EMPLOYER.
- 11.4 Project Management Agency shall prepare Preliminary Estimates of cost of the various items of work as required by EMPLOYER on CPWD plinth area rates (where ever applicable) updated by the cost index of the area and market rate analysis for items which are not included in CPWD, PAR, to be worked out as per standard methods.
- 11.5 Project Management Agency shall execute the works at sanctioned cost inclusive of agency charges for project management and planning, designing, consultancy services. In case at detailed design/ execution stage, if there is an increase in this anticipated cost, the Execution Agency shall submit the details of the same with the supporting documents and technical/ administrative justification to the EMPLOYER.
- 11.6 Project Management Agency shall prepare the tender documents comprising the technical specification BOQ, General Terms and Conditions, Special Conditions etc. for inviting tenders.
- 11.7 The Project Management Agency shall invite the open tenders or tenders from the short listed pre-qualified contractors/agencies meeting prequalification criteria for different packages for completion of the project. The Executive Agency shall award the work to the technically qualified lowest bidder.
- 11.8 Project Management Agency shall be wholly responsible for any observations/ comments/ defects pointed out by C.T.E/C.V.C/C.A.G in the planning & procedures of execution of this project.
- 11.9 Project Management Agency shall be fully responsible for the timely completion, adhere to the quality norms as laid down by Bureau of Indian Standards (BIS) Code / CPWD specifications. The Project Management Agency shall ensure structural soundness/safety of the construction.
- 11.10 The Completed Buildings should confirm to GRIHA 4 Star rating. PMA should organise all documentation and submissions for this.
- 11.11 Inspection of work and quality control – CUTN or any person/ firm / Organization authorized by it may inspect the construction work at any time and from time to time to satisfy itself that the buildings are being constructed by the

Project Management Agency as per drawings and specifications as provided in the Preliminary Estimate / Detailed Estimate. Defects or variations or deviation made if any without the written approval of CUTN are found during the inspection, they will have to be rectified by the Project Management Agency at its own cost, on written notice by CUTN or its authorised representative within 30 days from the date of its receipt. Also proper gate entry / Checking of items shall be carried out by CUTN or its authorized representative for which full co-operation shall be provided by the Project Management Agency or any other person as deputed by Project Management Agency at the project site.

- 11.12 The Project Management Agency shall unless otherwise specified be fully responsible for procurement of all materials and services for the Construction activity.
- 11.13 During the various stages of execution, Project Management Agency shall submit monthly progress reports with site photographs.
- 11.14 At the beginning stage, a bar chart of construction activities to be submitted for placing the work order. Detailed PERT Chart be prepared and implemented. Any undue delay observed/ anticipated to be promptly brought to the notice of the Employer.
- 11.15 The Project Management Agency shall appoint one sufficiently senior Nodal Officer, Head Quartered at CUTN who shall co-ordinate with CUTN on various activities related to the project *inter-alia* periodic monitoring of the project. The Project Management Agency shall also appoint other required staff for the regular supervision of the work at site.
- 11.16 Escalation – No other payment apart from the amount of sanctioned Preliminary estimate/ or Revised estimate as the case may be as described in clause 11.4. read with 13.2.
- 11.17 Insurance – The Project Management Agency shall make insurance of property against damages, accident, fire, riots or act of God with any subsidiary of the General Insurance Company and the policy / policies should be deposited with the CUTN. The Policy or Policies of insurance and the receipts for payments of current premium, charges incurred for this purpose will be included in the actual cost of the project.
- 11.18 Insurance – The Project Management Agency shall make sure that the contractors it engages has taken insurance for the man power he (contractor) employs and any contingency arises during the period of contract, it would be the sole responsibility of the contractor and the Project Management Agency and the CUTN will not be liable to pay any compensation on this account.
- 11.19 Final Account – On completion of the project, the Project Management Agency shall submit Final Audited Statement of Expenditure along with Utilization Certificate vide Proforma prescribed by CPWD.
- 11.20 Virtual completion and handing over –
 - a. After completion of a particular building(s)/ jobs or a group of building(s)/jobs, a list of inventory shall be prepared by the Project Management Agency and furnished to CUTN for taking over the buildings and the inventory. After joint inspection, the list of inventory shall be returned duly signed by CUTN / Authorized Representative within 15 days of joint inspection along with the list of defects if any. If the same is not received back or a communication confirming to the shortcomings regarding the buildings so completed, is not communicated within the stipulated period, the building / jobs shall be deemed to have been handed over and the defects liability period starts from this date.

The work shall be considered as virtually completed when the building / job is found fit for use by CUTN in lieu of which it shall sign the inventory submitted by the Project Management Consultant. However, defects if any pointed out by CUTN shall be rectified by the Project Management Agency as expeditiously as possible.

b. Defects Liability period.

The Project Management Agency shall get the defects if any in the construction rectified and keep the work/ building thoroughly sound, stable, substantial, efficient and in perfect condition during the liability period of one year from the date of virtual completion of work at its own cost and to the satisfaction of the CUTN. However, the cost of additional works if any, shall be paid by CUTN.

12. RESPONSIBILITIES OF THE EMPLOYER.

- 12.1 The EMPLOYER shall demarcate and make available the site for individual project free of all encumbrances or charges.
- 12.2 The CUTN shall exercise its responsibility as the Owner of the Project by signing the drawings required for Statutory Authorities and also by giving necessary authorization to Project Management Agency to secure approvals from local bodies of statutory authorities for the planning, construction as contemplated in this agreement from time to time. However, the CUTN shall help the Project Management Agency to the extent of writing letters to local bodies regarding getting such approvals.
- 12.3 EMPLOYER or any person authorized by them may inspect and check the 'Construction Work' from time to time to see that the building are being constructed as per drawings & specifications as provided in the approved Estimate. If during the inspection, any defects or variation without the written request of the EMPLOYER are found shall be rectified by the PMA at their own cost.
- 12.4 EMPLOYER shall release the funds/payments promptly to ensure that the progress of work should not hamper due to non-availability of fund.
- 12.5 EMPLOYER shall make all the statutory payments to the local Government or any other statutory body or bodies relating to the project.

13. PAYMENT TERMS

- 13.1 Project Management Agency shall work on "Deposit work basis" for this project on behalf of EMPLOYER and shall be paid the actual cost of work plus the agency charges @ ----- % (**---percent only**) plus GST, Cess etc as applicable on implementation of work and agency charges, payable in stages as under, thereon for Project Management, Supervision, Services including Architectural Services for planning, designing, and Consultancy Services.
- 13.2 Escalation: Project Management Agency will provide in its contract with Contractor/Agencies, payment of escalation as per CPWD clause 10 CC.

14. The expression 'actual cost of works' shall include the following:

- 14.1 All the final payments made to the contractor(s), supplier(s), agency as agreed upon in the tender for the construction of all the buildings, services, related facilities etc.

- 14.2 All costs of materials acquired for the project and used on the work, either directly or through the contractor(s) including storage charges, carriage and any other incidental charges connected with such materials but excluding the material not incorporated or not handed over to the CUTN.
- 14.3 All cost of labour and manpower deployed on the project works by the PROJECT MANAGEMENT AGENCY on its own or through labour contractors or even its own manpower provided to contractors for execution of the works.
- 14.4 Actual cost of site survey, soil testing charges, laboratory charges for testing of any material, manufactured or built items including the cost of cartage of samples to and from the laboratory.
- 14.5 The cost towards vetting of design/drawings from any reputed/IIT Institute and/or their services for consulting any matter concerning the project.
- 14.6 The contingencies towards watch & ward staff, construction of site office, other field requirements etc. as per CPWD works Manual.
- 14.7 All liabilities of the Project Management Agency payable to the contractors/ Sub-Contractor, suppliers and other agencies to the extent these falls within the definition of actual cost as may be left outstanding at the time of payment of final bill provided they have been accepted by the PROJECT MANAGEMENT AGENCY as balance payment against final bill of these agencies.
- 14.8 Payments to contractors including all Tax liabilities, Goods & Service Tax(GST) , Income Tax etc and any further Tax liability arising out of Statutory amendments in Laws, Government notifications etc. will also be included from time to time.
- 14.9 All liabilities arising out of any court decree or arbitration award and /or any additional costs transpiring due to the direction of any Court/tribunal /statutory body and/or any other legal costs including but not limited to the cost of hiring advocates, getting legal opinions, filing of pleadings etc. for the purpose of initiating on behalf of, or defending, itself or the CUTN in any suit or arbitration, in respect of any dispute arising out of the Project works done or to be done and/or freeing the site of all encumbrances and/or charges.

This Sub-Clause only addresses disputes/arbitrations/suits with any or all of the Contractors or any other person(s) body/authority. Nothing in this Sub-Clause shall be construed to cover any disputes/arbitrations/suits between the CUTN and the PROJECT MANAGEMENT AGENCY, in which case, each party shall bear its own costs.

- 14.10 The actual final cost of work shall not include:
 - a) Cost of land.
 - b) Charges paid by the CUTN to local Government or any other statutory body or bodies for getting approvals for the project etc.
- 14.11 The payments by the CUTN shall be made by transfer of funds in a bank account of PROJECT MANAGEMENT AGENCY or through Demand Draft/Cheque/e-transfer.

15. TERMS OF PAYMENT:-

The following terms of payment shall be applicable upon signing of the agreement:

- a. 5% of the estimated fee based on the project cost worked on preliminary estimates for pre -construction stage upon signing of the MoU.

- b. 75% of the fee payable in installments based on the schedule completion period for the work, from the date of award of first tender package. The fee payable for the services is commensurate to the physical progress of the work and upon completion of each milestone.
- c. 10% shall be paid after issuance of completion certificate and finalization of final bill and closure of Contract for each package of work. The difference between the estimated fee indicated in (i) above and the actual fee based on the accepted bid value will be adjusted in the last invoice under this clause.
- d. 10% shall be payable after the completion of Defect Liability Period for one year

16. COMPLETION OF THE PROJECT

- 16.1 The date of start of the work shall be reckoned from the 15th day after the date of work order. These are only for contractors.
- 16.2 The work shall be completed in all respects within a period prescribed in the work order / MoU and decided upon from the date specified in Clause 5.1 above. The above referred time schedule shall be subject to extension of time due to any reason beyond the control of Project Management Agency and for delay if any on the part of the Employer, the extended period shall be treated as contract period.
- 16.3 Completion of time period is inclusive of PMA services, of Architectural, Engineering and Facility planning, Designing, and also execution of work. If any reasonable delay related to the completion/execution, of projects competent authorities may be decided at each stage based on application of the same by the agency/contractor.
- 16.4 The Project Management Agency shall be fully responsible for observance of all labour and other laws applicable in the matter and shall indemnify and keep indemnified the CUTN against effect of non-observance of any such laws.
- 16.5 The Project Management Agency shall submit completion report with drawings and maintenance schedules to the CUTN within 60 (Sixty) day of completion of work.
- 16.6 The defect liability period of this project shall be 12 months after completion of work or taking over of building whichever is earlier. Project Management Agency shall be responsible for satisfactory rectification of defects.

17. LIQUIDATED DAMAGES (Compensation for delay)

- 17.1 Project Management Agency shall be required to complete the construction of project within the period stipulated in this MOU. In case of delay, which may occur due to the reasons beyond the control of Project Management

Consultant, Project Management Agency would approach the CUTN with full details for extension in time limit for completion of the works.

- 17.2 In case completion of the project is delayed due to reasons solely attributable to the contractors/agencies/suppliers engaged for the project by the Project Management Consultant, the Project Management Agency shall impose liquidated damages @ 1.5 % (one point five per cent) on awarded contract value for each week of delay subject to a maximum of 10 % (ten per cent) of the awarded contract value and the benefit shall be passed on to the CUTN
- 17.3 If the delay in completion is solely attributable to the Project Management Consultant, the Project Management Agency shall be liable to pay as damages to 'CUTN' a sum calculated @ 0.10% (Zero point One zero percent) of the Agency Charges for the balance work for each month of delay, subject to a maximum of 2% (Two percent) of the Agency Charges.
- 17.4 In case the project is delayed due to reasons not attributable to PROJECT MANAGEMENT AGENCY beyond the time as mutually decided as per clause 5.1 and 5.2 above, PROJECT MANAGEMENT AGENCY shall be entitled for extra payment for staff salaries overhead and logistics etc on actual basis beyond the time initially decided mutually as per clause 5.1 above. This shall in addition to agency charges payable to PROJECT MANAGEMENT AGENCY in clause no. 4.1 above. PROJECT MANAGEMENT AGENCY shall recover such extra amount by way of imposing penalties on the concerned agency (ies).
- 17.5 The Project Management Agency shall be fully responsible to defend any suits or arbitration cases arising out of project in connection with the work between the Project Management Agency and its Contractor(s).

18. FORCE MAJEURE

The Project Management Agency shall not be considered in default if delay in completion of the work occurs due to cause beyond its control such as acts of God, natural calamities, civil wars, fire, strike, frost, floods, riots and acts of unsurpassed power. The Project Management Agency shall notify 'CUTN' in writing within ten days from the date of such occurrence. In the event of delay due to such causes, the completion schedule will be extended for a length of time equal to the period of force majeure. Any expenditure incurred by the Project Management Agency during the period of force majeure and in case of closure of work due to the force majeure, any liabilities towards contractor and/or expenditure of the Project Management Agency shall be met by applying the provisions contained in 8 (3) (14) and 8(3) (15) of this document.

Project Management Agency shall not hold responsible any contractor/ agency for the delay/ stoppage of work due to force majeure conditions like natural calamities, civil disturbance, war, etc. and for losses suffered if any, by the CUTN on this account. The Project Management Agency shall also not be liable in any way to bear such losses and no compensation of any kind whatsoever will be payable by the Project Management

Agency to the CUTN. Suitable force majeure clause shall be incorporated in all the agreement entered into by the Project Management Agency with the contractors/ agencies.

19. ARBITRATION

19.1 (For the client where the Permanent Machinery of Arbitration (PMA) is not applicable)

In case of Dispute or difference arising between the CUTN and Project Management Agency relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators of which one each to be appointed by the CUTN and Project Management Consultant. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the President of the Institution of Engineers (India). Upon such reference the dispute shall be decided by Arbitral tribunal, whose decision shall bind the parties finally and conclusively. The parties to the dispute will share equally the cost of arbitration intimated by the Arbitration Tribunal.

19.2 All Arbitration award(s) / court decree(s) in the favour of the contractor (s) shall be borne by the 'CUTN'. However PROJECT MANAGEMENT AGENCY shall not charge Agency Charges on such Arbitration award(s)/ court decree(s) in the favour of contractor(s). The cost of any arbitration award or the cost as a result of any direction of any court in respect of the work done or to be done shall be borne and paid by the CUTN.

19.3 The Arbitration/ Court cases shall be contested by PROJECT MANAGEMENT AGENCY on behalf of the CUTN with due diligence; and necessary fees and expenditure shall be borne and paid by the CUTN.

20. JURISDICTION

This agreement is subject to the jurisdiction of the Hon'ble High Court of Madras, Chennai only.

Signed at _____ on this day ----- as mentioned above.

Details about Bidding Agency

All supporting documents should be attached along with technical bid Proforma

S.No.	Particulars		
1.	Full name of the Bidder CPSEs / PSUs (In capital letters)		
2.	Full address of the Bidder PSU		
3.	(A) Telephone No. (B) Fax No.		
4.	Names and details of the Authorized Signatory of this NIT (Address, contact telephone Number, Mobile number, FAX No., Email ID)		
5.	Has the bidder PSU been black listed by any organization? If so, attach the details of the same.		
6.	PAN :		
7.	TAN :		
8.	GST registration No.:		
9.	MOU Ratings for the past Five years.		
10	Green Building Experience		
11.	No. of full time employees of the Organization	Graduate Engineers	Supporting Staff (Technical)
12	Proof of Agencies that they are notified as Public Works Organisation (PWO) /Set up to carry out civil or electrical works and notified by the Ministry of Urban Development and are eligible for bidding	Attached herewith at -----	
13	Financial Strength of the Organisation for the last three years. Please attach photo copy of audited Profit & Loss Statement		

Turnover (IN CRORES)	2013-14	2014-15	2015-16
Net Profit (After tax) (IN CRORES)	2013-14	2014-15	2015-16

Attach attested copies of all the documents in support of above mentioned points.

9. It is hereby certified that ----- (The bidding PSU herein) has never been black-listed by Central/ State governments/ PSUs.

10. It is hereby submitted that all the terms and conditions of this NIT are acceptable to the Bidder PSU.

I hereby certify that the above-mentioned particulars are true and correct.

Signature of Authorized Signatory.
Name of Authorized Signatory
PSU Stamp

Details of personnel

All supporting documents should be attached along with technical bid Proforma

S. No.	Category	No. of persons
1	Graduate Engineers - Civil - Electrical - Architect	
2	Supporting Staff (Technical)	
	TOTAL	

Signature of Authorized Signatory.
Name of Authorized Signatory
PSU Stamp

Details of Works / Projects executed during last Seven years

All supporting documents should be attached along with technical bid Proforma

S. NO.	NAME OF DEPARTMENT	NAME OF PROJECT	EXACT LOCATION /SITE OF THE PROJECT	APPROVED COST OF PROJECT (in lakhs)	DATE OF COMMENCEMENT OF PROJECT	TIMELINE FIXED FOR COMPLETION	ACTUAL DATE OF COMPLETION	FINAL COST OF PROJECT (in lakhs)	IS THERE ANY DISPUTE / LEGAL CASE/ARBITRATION CASE PENDING IN RESPECT OF THE PROJECT	REMARKS

Signature of Authorized Signatory.
Name of Authorized Signatory
PSU Stamp

Annexure IV

Details of Net work offices in -----

All supporting documents should be attached along with technical bid Proforma

S. No.	Location	No. of personnel		Details of Office Space	Details of Infrastructure
		Graduate Engineer	Supporting Staff (Technical)		

1				-- Sq M	
2		3		Sq M	

Signature of Authorized Signatory.
Name of Authorized Signatory
PSU Stamp

Financial Bid

From:

To,

Sub: Financial Bid for Comprehensive Design Engineering, Construction & development -----

Dear Sir,

In response to bid document for the above work, we hereby quote our Lump sum Fee toward Project Management, Supervision, Services including Architectural Services for planning, designing, and Consultancy Services as per the scope defined in the tender documents as under:

S. No.	Particulars	In Figure In Rupees	In Words In Rupees
1.	Percentage of Fee for Project Management, Supervision, Services including Architectural Services for planning, designing, and Consultancy Services of the subject project		

Note:-

1. PMA shall execute the work on “Deposit work basis” on behalf of CUTN.
2. Rate should be quoted as total lump sum service charges for the estimated cost of project. It should be net & inclusive of GST.

(Signature, name and Designation of authorized person with complete address of Consultancy Agency/ Organization)

(Please affix seal)