

**INSTITUTE FOR PLASMA RESEARCH
NEAR INDIRA BRIDGE, BHAT,
GANDHINAGAR – 382 428 (GUJARAT)**

TENDER DOCUMENT

TECHNICAL BID

**NAME OF WORK : APPOINTMENT OF CONSULTANT FOR PROJECT
MANAGEMENT CONSULTANCY SERVICES FOR
VARIOUS FUNCTIONAL/FACILITY BUILDINGS FOR
IPR GANDHINAGAR**

Tender Notice No : IPR/TN/CIVIL/PMC/1/2008 (Two Part Tender)

Issued To : _____

Address : _____

Phone No : _____

Issued On : _____

Issued By : _____

Last Date For Submission : **12-09-2008 up to 1:00 PM.**

TECHNICAL / COMMERCIAL TERMS

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INSTITUTE FOR PLASMA RESEARCH
Near Indira Bridge,
Bhat, Gandhinagar- 382 428 (Gujarat)

Tender Notice No. IPR/TN/CIVIL/PMC/1/2008 (TWO PART TENDER)

**Appointment of Consultant for Project Management Consultancy Services
for Various Functional/Facility Buildings for IPR Gandhinagar**

Institute invites Sealed tenders in “Two part” for appointment of consultant for providing Project Management Consultancy (PMC) services relating to Project Supervision and Quality Assurance, etc., for the various Building works of Institute as detailed in the tender document.

The Tender Document can be viewed and downloaded from our website www.ipr.res.in/purchasetenders.html & http://www.iter-india.res.in/display_tender_grid.php. The hard copy of the same shall be available from **19-08-2008 to 02-09-2008 during 10.00 am. to 5.00 pm. on working days (Monday to Friday)** on payment of **Rs 100/-** (non-refundable) by pay order or demand draft in favour of "**Institute For Plasma Research**" payable at Ahmedabad from the Acting Chief Administrative Officer at the above address. The bid shall have to be submitted duly filled and signed at the above mentioned address. The Bidders who has downloaded the document from website should attach ,along with the bid document , a pay order or Demand Draft of Rs. 100/- (Non Refundable) in favour of “Institute For Plasma Research ” payable at Ahmendabad

The Offers should be submitted in two sealed covers one superscribed “ Technical Bid” and other “Price Bid”. Both covers shall be put in another sealed cover superscribing the envelope with “Tender for Project Management Consultancy services, Notice No. and due date”. The last date of submission of bid is **12-09-2008 on or before 1.00 pm**. The Technical bid will be opened at **2.30 pm**. on the same day in the presence of attending tenderers or their authorized representatives.

After opening of Technical bid, the capability and suitability of the bidders shall be evaluated and Price bid of the qualified bidders shall only be opened in the presence of the attending bidders. The date of opening of Price bid will be informed to the qualified bidders.

Following are the Qualifying Criteria:

- 1) The Firm / Company should have full fledged establishment /office in Ahmedabad or Gandhinagar and facilities like telephone, Computers, Printers, Fax, e-mail facilities & Softwares like MS Office, MS Project, Autocad etc.
- 2) The Firm / Company should have a minimum of 5 Years standing i.e. established at least on or before 1-1-2002
- 3) The Firm / Company should have rendered services pertaining to construction Management & Supervision for Civil, Electrical, HVAC ,Interior & Mechanical works for Government / Semi Government/Reputed corporate clients
- 4) Should have rendered PMC Services for at least one project costing not less than Rs.800 lakhs including Civil , Electrical, HVAC, Mechanical & Interior during pervious 5 Years for Government / Semi Government/Reputed corporate clients

The Director, IPR reserves the right to accept or reject any or all tenders without assigning any reason thereof.

INSTRUCTIONS TO THE TENDERERS

1. The tenderers should submit the entire documents (Technical bid and Price Bid) with all the pages of document duly signed.
2. The Offers should be submitted in two sealed covers one superscribed “ Technical Bid” and other “Price Bid”. Both covers shall be put in another sealed cover superscribing the envelope with “Tender for Project Management Consultancy services, Notice No. and due date”.
3. If any clarification is required should be obtained before filling Tender Document
4. If any discrepancy is there between figures and words for quoted percentage, the quoted percentage in words will be considered as correct.
5. The tenderers who do not fulfill all or any of the tender conditions or if the tender is incomplete in any respect, will be summarily rejected.
6. The Institute is not bound to accept the lowest tender.
7. The Director, Institute for Plasma Research reserves the right to accept or reject the tenders in full or part without assigning any reason thereof.

DETAILS REQUIRED TO BE SUBMITTED WITH TECHNICAL BID FOR
Appointment of Consultant for Project Management Consultancy Services
for Various Functional/Facility Buildings for IPR Gandhinagar

NAME OF THE FIRM :

1. OFFICE SET UP OF THE FIRM

1.1 Office Address :

1.2 Year of Establishment :

1.3 Phone No. & Contact Person
With Designation : Shri.....
.....
Ph No.....
Fax No.....
E-mail.....

1.4 Details of Branch Offices if any :

1.5 Organisational setup of the firm
Total staff strength both technical
and Administration with their name, age
qualification and experience :

1.6 Details of office equipments

1.7 Details of computerisation in
The office and softwares
Adopted :

2. Details of Sister Concerns :

3. Details of Works carried out and on hand for which they have provided services as Project Management Consultant in last five years with details such as name of work, year of completion, client name and address, cost of work, time period of construction, nature of work, etc., :

3. Any other detail you would like to intimate in support of your application for appointment :

Signature of the authorized Person with seal of the firm

(Note : Attach separate sheet for furnishing information in case the space in the format is insufficient)

**INSTITUTE FOR PLASMA RESEARCH
NEAR INDIRA BRIDGE, BHAT,
GANDHINAGAR – 382 428**

**Appointment of Consultant for Project Management Consultancy Services
for Various Functional/Facility Buildings for IPR Gandhinagar**

Institute for Plasma Research, Bhat, Gandhinagar desires to appoint Consultant for Project Management Consultancy Services for Various Functional/Facility Buildings for IPR Gandhinagar (viz. Civil, Plumbing, Electrical, Environmental, HVAC, Road works, Mechanical etc.).

Nature of buildings / facilities

1. Buildings for laboratories,
2. Canteens
3. Office buildings
4. Storage facilities
5. Workshops
6. Buildings for clean rooms with High bays
7. Services like water supply, sewerage, storm water disposal, roads etc.
8. Electrical works including internal electrification, street lighting, designing of substations, smoke detection, compressed air, race ways, cable management system, etc.
9. A/ C works as required while designing the above facilities
10. Mechanical works like cranes, lifts, large size doors, Horizontal/ Vertical sliding doors etc.

DEFINITIONS

CONSULTANT means

The firm that applies for Appointment/ the one retained for consultancy.

EMPLOYER means

Institute for Plasma Research
Bhat, Gandhinagar – 382 428 represented
by the Dean/ Project Administrator/
Project Engineer/ Engineer-In- Charge or
any authorized representative.

TERMS AND CONDITIONS FOR
PROJECT MANAGEMENT CONSULTANCY (PMC) SERVICES

Institute for Plasma Research, Bhat, Gandhinagar – 382 428 is desirous of appointing an Agency for Project Management Consultancy (PMC) Services for the purpose of availing service / consultancy assistance to Engineer-in-charge of Projects by providing comprehensive services of complete day to day supervision, monitoring and management of the works, project, etc., for Various Functional/Facility Buildings for IPR Gandhinagar, adhering to the respective contracts execution of work as per the approved drawings, specifications duly following extant government procedures of Institute for Plasma Research and also subject to such further variations and modifications as the Institute may decide from time to time. The Consultant has to provide all service assistance to Engineer in Charge of work with respect to all activities for administering/ management of the contract for the works/ projects.

If performance of the appointed PMC for the present work is found satisfactory, the Agreement might be extended for other forthcoming projects of the Institute.

The various activities broadly involved in the above said services are :

1. Planning and Co-ordination

- 1.1 Planning, scheduling and implementing construction programs to complete the project in time.
- 1.2 To co-ordinate with the Engineer in charge / Architect / Consultant for the necessary drawings.
- 1.3 To Study & scrutinize Drawings and point out discrepancies, if any , as also to ensure incorporation
- 1.4 Documentation of all project related matters , including minutes of different meetings.
- 1.5 Preparation of periodical reports relating to time, cost and quality.
- 1.6 Ensure that the Institute and the Contractor abide by the Conditions of Contract.
- 1.7 PMC should give the Budget requirement for every three months.

2. Construction Supervision

- 2.1 Shall physically verify all dimensions of site and ensure that they are as per drawings. Discrepancies shall be notified to Institute immediately. Shall be responsible to maintain the dimension at site as per the drawing.
- 2.2 Shall Study all drawings, Contract Agreement, Specifications etc. and ensure implementation at site .
- 2.3 Shall be responsible for overall monitoring of the construction and shall be available at site EVERYDAY (including nights if the contractor carries out work in shifts to achieve the project completion schedule) for Supervision & co-ordination of site work with the Institute and Contractors.
- 2.4 Shall be responsible to deploy requisite number of qualified and experienced Engineers (Civil, PH and Electrical, HVAC) at site on full time basis to supervise the day to day works and also shall be responsible for monitoring of the progress of work as per approved drawings, construction procedures and practices and to ensure quality in day to day work as per specifications and standards.

- 2.5 Shall be responsible to maintain the checklist of day-to-day works
- 2.6 Shall be responsible for checking the levels, steel reinforcement, centering, shuttering and scaffolding, etc.
- 2.7 Shall be responsible to supervise the day to day works like earth work, PCC, RCC, brick masonry, joinery, floorings and all Civil, PH and Electrical works (Internal and External), HVAC and all other items as stipulated in the bill of quantities in Agreement with contractors.
- 2.8 Checking all the measurements recorded in the bill prepared by contractor at site with respect to approved drawings and to certify the accuracy. If in case, it is necessary to take measurements at site and record and finalise the bills, the PMC shall also do so to make timely payment for the works done.
- 2.9 (a) The PMC shall check the bills submitted by the contractor and certify the accuracy within three to four days from the date of receipt of bill from contractor by the Engineer in charge. Minimum ten percent of such measurements will be got checked by Institute's Engineer

(b) If bills / measurements not submitted by the contractor, the PMC shall take measurements jointly with contractor's representative, record them in measurement books (MBs) supplied by Institute and obtain contractor's signature in token of acceptance & Prepare Bills . Hidden measurements, which cannot be recorded in future shall be recorded before covering up the work. Minimum ten percent of such measurements will be got checked by Institute's Engineer.

(c) If contractor's representative fails to attend at the measurements or Contractor fails to countersign after giving reasonable notice to the contractor, PMC should take measurements and prepare bills and send for payment. Minimum ten percent of such measurements will be got checked by Institute's Engineer
- 2.10 On completion of work, the PMC shall have the responsibility to finalise the final bills for the work as per actual execution.
- 2.11 The PMC should settle the Final Bill within six months after completion of Project
- 2.12 Shall be responsible to maintain the day to day consumption of cement in the work and shall see that the cement used in work is as per the theoretical requirement.
- 2.13 Shall be responsible for completion of project as per scheduled time stipulated in agreement with the contractors.
- 2.14 Shall preserve field books and measurement books supplied by Institute in safe custody and shall return the same to Institute after completion of project or as advised by Institute.
- 2.15 Shall maintain cement register, steel register, daily labour register, drawing register, hindrance register, register for payment of advances and recoveries, register for reconciliation of materials to facilitate recoveries, register for movement of field books / measurement books, site instructions book, diary of work, Quality Assurance (QA) records, etc., and any other register as advised by Institute and shall return all registers referred above after completion of the project or as advised by Institute.

- 2.16 Shall ensure that contractors have complied with registration under Contract Labour (Regulation and Abolition) Act, 1970 and Central Rules, 1971 and abide by laws pertaining to labour including payment as per Minimum Wages Act and any other Act or enactment relating thereto and rules framed there under from time to time. The PMC shall ensure compliance by the contractors of all labour laws and relevant Statutory Acts including Labour License, Minimum Wages Act, etc.
- 2.17 Shall ensure that contractors have taken requisite “All Risk Insurance Policies” to cover workman under Workman Compensation Act, loss / damage caused by natural calamities / accident / accidental collapse of partially completed work, materials and plant at site and for third party claims for injury / damages. PMC shall ensure that all such policies remain in force through out the execution of project.
- 2.18 Shall ensure that all instructions to the contractors will be issued in the form of letter written by Engineer in charge to the contractor or site instructions to the contractor written by Engineer in charge or his representative in site instructions book. They shall maintain the record of all such instructions for verification at any time. It will be PMC responsibility to regularize all verbal instructions given by competent authority in unavoidable circumstances by obtaining written confirmations/ratifications. PMC shall ensure that extra/deviated items are not executed unless approved by Institute and rates are finalised. A register for extra/substituted items shall be maintained by PMC.
- 2.19 Shall ensure safety of structure by taking all necessary precautions and by not allowing excessive construction loads on floors and shall avoid such other factors which will endanger the safety of structure during construction.
- 2.20 Shall take custody of objects of value and antiquity found on site during excavation or otherwise and hand over to Institute official.
- 2.21 Shall keep a track of permissions required from local authorities and get revalidated whenever necessary.
- 2.22 Shall ensure that safety of personnel working at site/inspecting the site by taking precautions by putting barricades, night lamps near trenches, pits, open shafts, lift shafts, edge of floors, terraces and such other places and to insist on compliance of safety code such as use of helmets, etc, on work site.
- 2.23 The PMC shall make their own arrangements at no extra cost to the Institute for instruments/equipments such as theodolites, leveling instruments, prismatic compass, chain, measuring tapes, plain tables and ranging rods, such other equipments / instruments including tents for shelter for the staff of PMC, etc.
- 2.24 Suggest modification, if any, due to site conditions and advise reasoned justification of cost variations on account of resultant extra items and excess supported by proper analysis.

3. Quality Control

- 3.1 Monitor the quality of the work and control the quality as per specification, relevant codes and as per Sound Engineering practices.
- 3.2 Maintain the registers for mandatory tests to be conducted for all materials before incorporation in work. The guidelines may be taken from the Engineer in charge regarding the registers to be maintained.
- 3.3 Inspect and approve the materials at site as per specifications before they are used in work.

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- 3.4 Shall be responsible for obtaining good workmanship with respect to lines, levels, plumb, finish, etc. Shall check all centerlines, dimensions, levels and plumb at all stages of work with reference to working drawings and shall ensure correct dimensions of all elements.
- 3.5 Shall ensure that work proceeds as per tender conditions and specifications. All material brought to site shall be of approved quality and make, rejected material is removed from site and work executed is of high standard, good workmanship and desired quality.

4. Site co-ordination

- 4.1 Shall attend periodic site meetings / meetings in Institute office and discuss site conditions bottlenecks faced likely hindrances, time overruns, cost overruns and any other important matter along with solutions proposed. PMC will be required to submit periodic reports concerning quality standard and progress of the project.
- 4.2 To co-ordinate between the Institute and Contractors in all matters relating to obtaining construction drawings from Architect & instructions etc.
- 4.3 To arrange issue of preliminary completion report, defect liability completion report, final job completion report by the EIC.
- 4.4 Any other construction management task not specifically mentioned but relevant to the realization of the project.
- 4.5 Shall help Institute in settling all the bills of all agencies.
- 4.6 The PMC shall in accordance with and as required by the terms of Agreement or agreements entered or to be entered into between Institute on one part, and the contractor or contractors on the other part certify after the verification that the work measured and stipulation in the specifications, drawings and Bill of Quantities prescribed in the contract agreement entered into with the contractor(s) are in order. In the matter of approving such bills, the PMC shall conform adherence to the rules and instructions issued by Institute and intimate to the Institute, guarantee and correctness of all such certificates and shall hold themselves responsible for the correctness of all bills and certificates issued, scrutinized or checked by them, as to the quality of the work concerned as well as the quantities of various items of works. Before certifying any bill PMC shall ensure that the work being certified is, in general in accordance with the designs.
- 4.7 Shall check periodically the quantities recorded for various items and keep watch on excess / shortage. PMC shall account for all variations in tender quantities with respect to execution drawings and submit a report. He shall assess impact of excessive quantities on the cost of project and wherever felt necessary by Institute, prepare a Running Summary of Cost for perusal of Institute. PMC shall obtain approval from Institute if the quantities put to tender are likely to exceed by 10% prior to giving green signal to contractor to go ahead with the work.
- 4.8 Shall prepare "Running Summary of Cost" for the project once in six months or as desired by Institute and ensure that there will be no cost overrun. PMC shall help Institute in preparing a note of revised sanction for the project.

PMC shall ensure that following are not recommended for payment in interim bills / final bills.

- i) extra items / deviated items not approved by Institute.
 - ii) Payments beyond financial sanction and
 - iii) Payment for the work done in extended period without sanction for the time extension.
- 4.9 Shall co-ordinate with all agencies working at site, liaison with local authorities for proper permissions / commencement certificate / completion certificate, etc.
- 4.10 Shall ensure that work proceeds smoothly and not hampered for want of decisions / drawings / clarifications.
- 4.11 Shall submit physical and financial progress reports once every month or as desired by Institute in standard proforma approved by Institute.
- 4.12 Shall anticipate time overruns, well before completion date and obtain requests for extensions from contractors. PMC shall submit contractor's request for extension of time along with his recommendations well within time. Bill for work done in extended time, yet to be sanctioned, shall not be recommended. PMC will note that only competent authority in Institute namely Engineer in charge / Project Engineer /Project Administrator / Dean / Director of Institute only have authority to grant permissions for extensions.
- 4.13 Shall advise Institute with regard to extra claims / disputes / Chief Technical Examiner's observations / arbitration cases between Institute and the Contractors, if any and assist Institute in case of any dispute till the cases are resolved either by mutual negotiation or through arbitration or court, as the case may be.
- 4.14 Shall suggest modifications, if any, due to site conditions and advise reasoned justification of cost variations on account of resultant extra items and excess supported by proper analysis.

5. Personnel

- 5.1 PMC is expected to ensure that men of proven ability and adequately qualified are only employed at site and they work diligently. In case, Institute finds any Engineer/s not upto the mark, PMC will have to withdraw him / them from site and replace him / them by posting new one/s in his / their position. Institute reserves the right to remove such personnel and ask for a substitute of required caliber. In case an Engineer/s resign from their employment, PMC shall immediately provide a substitute of equivalent calibre. PMC shall not make any changes in the personnel deployed by them on work site without prior permission.
- 5.2 The PMC shall furnish the list of Engineers and Supervisors (Civil and Electrical) with details of their qualifications, experience, etc., to the Institute.
- 5.3 The Institute undertakes no responsibility in respect of any life, health, accident, travel and any other insurance for the personnel deployed by PMC.
- 5.4 The PMC shall be responsible for any damage or loss on account of neglect of professional duty or conduct on the part of such staff or Engineers or others. To this effect, the PMC shall indemnify Institute.
- 5.5 The PMC shall not have any objection to Institute maintaining any Engineering staff at its own cost at the site of work to carry out work and duties allotted to them by Institute, in respect of all the work at site or other areas outside the scope of PMC works for overall surveillance, security and verification.

5.6 PMC shall provide manpower at site timely and only experienced persons will be provided at site.

5.6.1 It will be compulsory for PMC to place following full-time qualified adequate Engineers on site through out the execution of work. One Resident Engineer (Senior Engineer) Graduate having 5 to 7 years experience and Two Junior Engineer (Jr. E), Diploma holder will be with 3 to 5 years years experience in building construction industry. Junior Engineer, Diploma holder each for Electrical and HVAC Works. Prior to posting these personnel to work site / office, PMC shall submit their Bio-data and obtain approval of Institute. The deployment of staff for this project shall be as below.

Resident Engineers (RE)	One full time (Senior Engineer) Graduate having minimum 5 to 7 Years practical Experience
Junior Engineers (Jr. E)	Two full time Diploma holder with 3 to 5 years minimum practical Experience
Electrical / HVAC Engineers	One full time for Electrical and HVAC Each either Graduate or Diploma holder with sufficient practical experience

5.6.2 The above requirement is the visualized minimum. However, more Engineers and other categories of staff may have to be appointed, if necessary, for satisfactory supervision and co-ordination, It is specifically agreed that the Institute shall have no responsibility for any Staff / Officers / Engineers engaged by the PMC and the said PMC alone shall be responsible as Employer.

5.7 In case the Resident Engineer / Senior Engineer employed by the PMC are required to travel to any other station outside work station, in connection with the discharge of the duties relating to project, he shall get his tour program and mode of travel approved by employer and will be paid actual fair charges to and fro, incidentals in the form of actuals for conveyance used, stay in reasonably good hotel, and daily allowance of **Rs.400/-** subject to production of document in proof of expenditure. However, prior approval from employer shall be obtained for any such tours without which such payment will not be reimbursed.

6. PMC's responsibility after completion of project and defects liability period

- 6.1 PMC shall carry out detailed inspection on completion of project and get rectified all defects noticed during inspection. PMC shall also carry out detailed inspection during defects liability period and get rectified all defects noticed during such inspection before the end of defects liability period.
- 6.2 PMC shall advise Institute with regards to extra claims or disputes / arbitration cases between Institute and the contractor/s, if any, and assist in case of any dispute till the cases are resolved either by mutual negotiation or through Arbitration or Court as the case may be.
- 6.3 PMC should collect the Guarantee Bond for Water Proofing & Anti Termite Treatment and As Built drawings and it should be handed over to the Institute.
- 6.4 Defect Liability period shall be one year after the completion or shall pass one rainy season which ever is later.

7. Professional Misconduct

- 7.1 If at any time, it is noticed that deliberate attempt has been made by the PMC to cause over payments to the contractors by over-measurement or over estimation of rates or sub-standard work is accepted and recommended for payment, the amount shall be recovered from the payment due to the PMC not only from this contract but also from any other contract awarded by this Institute. The matter will be viewed as a professional misconduct and strict action as per the laws of country will be taken and recoveries shall be made from PMC.

8. Sub-letting of professional services

- 8.1 No sub-letting of services shall be permitted by the Institute. Under no circumstances the PMC shall sublet the services.

9. Third Party Liability

- 9.1 The Institute shall not be liable for any injury / death, caused to any official, employee, representative or agent of the PMC or their consultants working at the site or damage to their properties for any reason whatsoever and Institute shall not entertain any claim from any person on that behalf. It would be the responsibility of the PMC to get their officials, employees, representatives, agents or their consultants insured against the possible risks involved in the discharge of their duties at the work site.

10. Confidentiality

- 10.1 Except with the prior written consent by the Institute, the PMC and their representatives shall not any time communicate to any person or entity any confidential information disclosed to them for the purpose of the services. The PMC shall not publicise any information pertaining to Institute which is discussed with them during course of execution of work in the interest of project completion.

FEES AND TERMS OF PAYMENT

The Institute hereby agrees to pay the consultants the following remuneration for their services as under,

- a) Fees quoted by them and accepted by the Institute which shall be percentage of completion cost of final bill value of work (Civil, PH, Electrical works, HVAC, etc) for which they have rendered Project Management Consultancy services as said above. The final bill value does not includes cost of land, payment made to the statutory bodies, consultant fees, etc., However the running payments shall be based on work done value in the particular month by the contractors, to be adjusted after completion of work.
- b) Payment in Monthly installment - 80% of fees payable, worked out based on Work done value in the particular month by Contractors
- c) On completion of Work - 10% of fees
(i.e., after finalisation of final bills of construction contractors)
- d) On completion of rectifications - balance 10% of fees
(arising out of inspection for handing over / taking over & facility handing over to Users and completion of defect liability period).

The above professional fees is inclusive of all taxes excluding service tax / professional tax which will be reimbursed as per actuals. PMC will be required to submit their Service Tax Nos. No extra claims on any other taxes and statutory payments if any, shall be borne by the Institute.

Payment beyond stipulated time

Completion time of the project shall be as indicated in agreement entered into by the Institute with the contractors. In case work gets delayed and cause of the delay is not attributable to the performance of PMC and thus it would be totally beyond the control of PMC, the PMC will be paid extra compensation on monthly basis as per the following formula for its staff posted at the site beyond three months after scheduled completion period for the extended period of contract only.

Monthly payment to PMC = $\frac{60\% \text{ of total professional fees payable}}{\text{Original scheduled contract period for the project in months}}$

CONSULTANTS OFFICE AND TELEPHONE FACILITY

An office space of 4 M x 3 M (12 Sqm area) shall be provided by Institute for Plasma Research at Site. PMC shall make their own arrangements facilities for their staff , furniture, telephone / fan , Computer , e-mail facility, Fax etc. The PMC at their cost will install PCs with requisite softwares for Project management on site. Electricity for Lights , Fan , PC. etc. for the site office will be provided free of cost by Institute.

OTHER TERMS AND CONDITIONS

1. It shall be open to the Institute to abandon or give up at any stage of the construction of any of the site buildings or any part thereof. In the event of such abandonment or giving up or in the event of termination of the agreement, the PMC shall be paid fees upto duration worked by them.

2. Termination of Contract

If the PMC fails to perform any of its obligations under this agreement or if Institute is dissatisfied with the services of the PMC, Institute may issue seven days written notice intimating the PMC of their failures or deficiencies and calling upon PMC to rectify within such time as may be specified in the notice and if the PMC fails to perform such obligation or make good such deficiencies as pointed out to the PMC in the notice, Institute may terminate the services of PMC under this agreement.

Institute may also terminate the PMC's services hereunder:

- i) if the firm is adjudged a bankrupt or
- ii) if the firm make a general assignment for the benefit of their creditors or
- iii) if a receiver is appointed on account of their insolvency or
- iv) they disregard law, ordinances, rules, regulations or orders of any public authority having jurisdiction on the works.

The termination shall be without prejudice to all rights, liabilities and remedies that have arisen or accrued till date of such termination or that may arise on account of such termination and Institute may get the project completed by whatever method they may deem expedient. In such case, the PMC shall not be entitled to receive any further payment, if due, until the loss damage or expense incurred by Institute due to breach of this agreement by PMC have been settled by them.

3. In case the PMC abandons the work during the course of the project, the Institute has the right to appoint an alternate PMC or make an arrangement for carrying out the work of PMC, at the risk and cost of the PMC.
4. Travelling / daily allowances shall not be payable to the PMC, its representatives, officials and consultants engaged by it for their visit to construction site, offices of local authorities, Employer's office or any other place in Gandhinagar/Ahmedabad.

5. The scope of work broadly described herein and assigned to PMC, as their area of responsibility is inclusive of all consultancy and other services required in connection with the completion of work whether specifically mentioned herein or not and rendering such consultancy services will not entitle the PMC to charge any additional fees in as much as the same are included in the overall professional fees payable to them.

6 Liquidated Damages Clause

If any delay in execution of the works is attributable to the acts of omissions and commissions and poor management of PMC, Institute shall be entitled to recover liquidated damages at the rate of 0.5% of the total fees per week of delay limited to maximum of 10% of the total actual fees payable.

7. Professional indemnity

PMC warrant that it shall exercise high degree of care and diligence in rendering the services pursuant to this agreement and that such services shall be of a high quality and standard satisfactory to Institute. The PMC shall indemnify Institute from any damage or loss arising from such lack of care and diligence or arising out of any unsatisfactory performance of service by PMC. For this purpose, PMC shall subscribe to a professional liability insurance policy with a nationalized insurance company for an amount equivalent to 20% of the total fee payable by Institute to the PMC. PMC shall provide adequate evidence to Institute, if asked for, showing that such insurance has been taken and being maintained and that all the premium thereon have been paid.

DISPUTE SETTLEMENT

1. In case of any dispute or difference arising between the parties during the progress of or after construction or abandonment of the work as to the meaning of construction of this contract or touching or relating either to the said buildings or works, or to any other matter or thing arising directly or indirectly under this contract, then and in such an event the same shall be referred to DIRECTOR, INSTITUTE FOR PLASMA RESEARCH who shall alone consider and determine the same, whose decision / award shall be binding and conclusive upon both the said parties and this clause shall be deemed a submission within the meaning of Arbitration and Conciliation Act 1996 or Statutory modification or re-enactment there of.
2. It is specifically agreed that the PMC shall continue to render its services provided herein with all due diligence, professional skill and tact not withstanding that any matter, question or dispute has been referred to arbitration.
3. The venue of Arbitration proceedings shall be Institute for Plasma Research, Gandhinagar.
4. It is further agreed between the parties as hereto that the Gandhinagar Courts alone shall have the exclusive jurisdiction.

Signature of the Consultant

Date :

**INSTITUTE FOR PLASMA RESEARCH
NEAR INDIRA BRIDGE, BHAT,
GANDHINAGAR – 382 428 (GUJARAT)**

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PRICE BID

SI. No.	Details	Page
1	Price bid	1

Price bid

NAME OF WORK : APPOINTMENT OF CONSULTANT FOR PROJECT MANAGEMENT CONSULTANCY SERVICES FOR VARIOUS FUNCTIONAL/FACILITY BUILDINGS FOR IPR GANDHINAGAR

Tender Notice No : IPR/TN/CIVIL/PMC/1/2008 (Two Part Tender)

Note : Appointment of a consultant for PMC Services is sought for the project for ITER Laboratory building at IPR , Bhat, Gandhinagar. The approximate cost of Civil , Plumbing , Electrical, Mechanical , HVAC , Interior Works etc. **is Rs. 17.50 Crores** (Seventeen Crores and Fifty Lakhs only).The Completion period of entire project would be approximately **18 months** and the running payments shall be made as detailed in Technical Bid.

Description	Professional fee for the Professional Services as in tender Document as a percentage of Completion cost as per final bill value of the project (In figures and words)
<p>Professional fees on the cost of the project, based on completion cost as per final bill value for the professional services to be rendered for Civil, Electrical, A/C, Mechanical, Interiors and allied works, etc for various projects/works as stipulated in the tender document enclosed herewith.</p> <p>Project/ Construction/ Project Management Consultant Services</p> <p>This includes Project Management Consultant Services for execution, of total project during the period of execution including all activities of planning for execution of work, scheduling, implementing construction programmes, coordinating with all concerned, documentation of related matters, preparation of periodical reports; supervision of all construction agencies at site; taking and recording measurements and preparation of bills of work as per CPWD works manual as also standard practices & Agreement, executed by all agencies and recommending payments ensuring that construction agencies are duly following contractual, technical, quality, safety, procedural and statutory requirements of the execution of Civil and allied works project contracts, including day to day work supervision, etc which mainly involves to provide all services to Engineer-in-charge of Project to perform his duties for realization of project in time duly ensuring desired quality and performance of project etc complete more clearly indicated in the tender document enclosed complete.</p>	

Note : Fees shall be quoted on percentage basis only

Signature of the Consultant

Date :

For Office Use Only:

Nos. of Additions :

Nos. of Corrections :

Nos. of Overwritings :