



**Request for Proposal (RFP)**  
for  
**Appointment of PSU**  
as  
**Project Management Consultant (PMC)**  
for  
**Planning, Design and Construction**  
of various buildings and its services under  
**Conventional/EPC mode of Contract**  
at  
**Motilal Nehru National Institute of Technology**  
**Allahabad, Prayagraj**

**Motilal Nehru National Institute of Technology Allahabad, Prayagraj**  
**NOTICE INVITING REQUEST FOR PROPOSAL (RFP)**

No.296/CWM/2022-23

Dated: 20.10.2022

Motilal Nehru National Institute of Technology Allahabad, Prayagraj (MNNIT Allahabad) invites **Request for Proposal (RFP)** for appointment of Central Public Sector Undertaking (CPSU) notified by the Ministry of Urban Development (MoUD) or State Govt. PSU, listed in Stock Exchange, as Project Management Consultant (PMC) for Complete Planning, Design, Execution / Construction of Buildings and its services including Furniture and fixtures, IT (Networking), A.C. installation, Commissioning and other maintenance and upgradation works of existing buildings etc. under conventional/ EPC Contract Mode as per scope of work for various buildings at MNNIT Allahabad for the period of five years or completion of project including technical support during defect liability period which may be extended on satisfactory performance with mutual consent.

Estimated Amount of the Proposed Infrastructure works in the Institute Campus : Rs.350.00 crore (Approximate).

Details & the Formats regarding the RFP maybe, downloaded from the Website: <http://www.mnnit.ac.in>.

Sealed Offers complete in all respect should be addressed to the Registrar, Motilal Nehru National Institute of Technology Allahabad, Prayagraj should reach office of the Registrar of the MNNIT Allahabad on or before bid submission end date. The Institute is not responsible for any delay in receiving the documents and reserves the right to accept/reject any or all application/s without assigning any reason thereof.

MNNIT Allahabad reserves the right to accept or reject any/all application(s) without assigning any reason or incurring any liability whatsoever.

**Registrar**  
For & on behalf of MNNIT Allahabad

**Time schedule for various tender related events:**

|   |   |
|---|---|
| <b>Published Date</b>                   | 21/10/2022  |
| <b>Bid Document Download Start Date</b> | 22/10/2022  |
| <b>Bid Submission Start Date</b>        | 22/10/2022  |
| <b>Date of Pre-Bid Meeting</b>          | 01/11/2022 Time: 12:00 PM<br>Place: Administrative Building,<br>MNNIT Allahabad, Prayagraj                          |
| <b>Bid Submission End Date</b>          | 10/11/2022  |
| <b>Technical Bid Opening Date</b>       | 14/11/2022  |
| <b>Presentation of Concept Note</b>     | <i>Date for the Same will be intimated by the Institute.</i>  |
| <b>Date of Opening of Financial Bid</b> | <i>Date for the Same will be intimated by the Institute.</i>  |
| <b>Address For Communication :</b>      | <b>Registrar<br/>Motilal Nehru National Institute of Technology<br/>Allahabad<br/>Teliyarganj, Prayagraj-211004</b> |

MNNIT Allahabad reserve the right to accept or reject any or all tenders without assigning any reason thereof.

Tender Inviting Authority: **Registrar, Motilal Nehru National Institute of Technology Allahabad, Prayagraj.**

# NOTICE INVITING RFP FOR APPOINTMENT OF CENTRAL PSU OR STATE GOVERNMENT PSU AS PROJECT MANAGEMENT CONSULTANT

(MNNIT Allahabad Reference No.....)

**Description of work:** Complete Planning, Design, Execution / Construction of Buildings and its services including Furniture and fixtures, IT (Networking), A.C. installation, Commissioning and other maintenance and up gradation works of existing buildings etc. under conventional/ EPC Contract Mode as per scope of work for various buildings at MNNIT Allahabad for the period of five years or completion of project including technical support during defect liability period which may be extended on satisfactory performance with mutual consent.

## 1. DEFINITIONS

In this RFP the words and expression defined below shall have the meaning assigned to them respectively, except where the context requires otherwise:

- (a) **Contract** means the Contract signed by the Parties with all attachments, namely Schedules, Annexures, Supplements, Appendices, Appendages and all modifications, if any, made in accordance with the provisions of this agreement thereof (between MNNIT Allahabad and the Project Management Consultant).
- (b) **Effective Date** means the date on which this contract comes into force.
- (c) **MNNIT Aild** shall mean Motilal Nehru National Institute of Technology Allahabad and shall include its authority. (Director, BWC, FC and BoG)
- (d) **PMC** shall mean the Project Management Consultant (the CPSU or State Govt. PSU or State Govt. PSU) selected by MNNIT Allahabad for planning, design and execution of works assigned to them under this RFP document.
- (e) **Party** shall mean either MNNIT Allahabad or PMC and the parties shall mean both MNNIT Allahabad and the PMC.
- (f) **Services of PMC** means the work to be performed by the Project Management Consultant and Services shall mean the Comprehensive Design, Engineering and Project Management Consultancy services to be rendered by the PMC.
- (g) **Service Charge** shall mean the agreed fees payable by MNNIT Allahabad to the Project Management Consultant for the services rendered by it.
- (h) **TPQA** means Third Party Quality Assurance of the work to be conducted by a committee/ agency appointed by MNNIT Aild.

- (i) '**Completion**' shall mean that the work on any project phase is complete and is suitable for its intended use.
- (j) '**Authorized Representative**' shall mean the representative of Project Management Consultant.
- (k) "**Projects**" shall mean "**Construction & Development of Institute campus, Hostels, Residential Buildings and other Infrastructure, etc. along with supervision**" at Motilal Nehru National Institute of Technology Allahabad, Prayagraj (U.P.).
- (l) '**Contractor**' means the contractor or contractors or suppliers or agencies employed by the Executing Agency for the work or any connected work, including the Executing Agency itself in case any work is done directly by the Executing Agency.
- (m) "**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 MNNIT A.I.I.d.
- (n) "**CTE**" means Chief Technical Examiner.
- (o) "**CVC**" means Central Vigilance Commission, Government of India.
- (p) "**CAG**" means Comptroller and Auditor General, Government of India.
- (q) "**EPC**" means Engineering, Procurement and Construction mode.
- (r) "**HEFA**" means Higher Education Financing Agency.

## 2. INTRODUCTION

Motilal Nehru National Institute of Technology Allahabad, Prayagraj (MNNIT Allahabad), an institute of national importance established under an Act of Parliament i.e. NITSER Act 2007 and amended thereof in 2012. Previously it was established as one of the seventeen regional Engineering College of India in the year 1961 and was an associated college of University of Allahabad, which is the third oldest university in India. MNNIT Allahabad is located in Teliyarganj, Prayagraj, having a total campus area about 215.00 acres.

In order to achieve the aspirations for higher global ranking it is vital that the MNNIT Allahabad rethinks and revitalizes its approach to its infrastructure. Changes are required at all stages of its development, including Specification and Prioritization, Delivery and Quality Management and Maintenance. Much work is underway already, however concerns remain – and it is vital that significant resources be made available to deliver buildings and infrastructure of international standard in a shortest possible time.

In this context, MNNIT Allahabad on behalf of Board of Governors invites RFP for engagement of CPSU or State Govt. PSU or State Govt. PSU for providing project management consultancy services for the work of construction of various identified buildings at Motilal Nehru National Institute of Technology Allahabad. CPSU or State Govt. PSU or State Govt. PSU having past experience in Project Management Consultancy (PMC) are invited to submit their bid in accordance with this RFP.

### 3. OBJECTIVE

3.1 MNNIT Allahabad desires to avail the service support from a CPSU or State Govt. PSU. to work as PMC for its projects.

3.2 The broad objective of engaging the CPSU or State Govt. PSU or State Govt. PSUs to ensure:

- (a) High standards of planning, design, execution and commissioning of the projects as per the requirements.
- (b) High standards of quality assurance in the execution of the works.
- (c) Completion of the works within the stipulated timeframe on conventional/ EPC mode of Contract.
- (d) Comprehensive management of Project implementation activities including design, construction and handing over the project to MNNIT Allahabad and technical support during defect liability period to be carried out by different contractors. Defect Liability Period shall be 12 months for building work and 10 years for water proofing works, wooden work and antitermite from the date of physical handing over of individual projects to MNNIT Allahabad.
- (e) Efficient construction supervision by personnel of the PMC who are experienced in modern methods of construction and contract management.
- (f) Application of optimum and consistent design, construction and dispute resolution of contracts.
- (g) All such other actions required to be undertaken for satisfactory completion and commissioning of the project to the entire satisfaction of MNNIT Allahabad.

### 4. RESPONSIBILITIES OF THE PMC

(a)

After the allotment of PMC and subsequent signing of the MoU, the PMC shall take possession of all encumbrances free site from the **MNNIT Aild** and shall nominate a responsible Engineer for execution of the project under intimation to the **MNNIT Aild**.

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(b)

Conceptual planning, designing of the project shall be done by the PMC as required by **MNNIT Aild**. The PMC shall prepare a preliminary estimates, conceptual architectural scheme and service drawings required for tendering purpose of the Project after getting approval of the conceptual drawing and specifications approved from **MNNIT Aild**. While detailing the scheme, PMC shall provide only those requirements, which can be accommodated within approved estimated cost, as per priority decided mutually between the **MNNIT Aild** and the PMC.

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Appointment of the contractors/EPC contractors by the PMC will be done in a transparent manner following the provisions contained in General Financial Rules 2017 as amended from time to time and the manual on policies and procedures for procurement of works issued by the Ministry of Finance. The work assigned to the PMC shall be executed through open tender

system with wide publicity as per the provisions contained in GFR 2017, CPWD and CVC guidelines, and other applicable best practices.

- (c) PMC shall prepare preliminary estimates of cost of the various items of activity as required by **MNNIT Aild** on **CPWD plinth area rates** and market rate analysis for items which are not included in CPWD, PAR, to be worked out as per standard methods (where ever applicable) along with local bodies fees as required.
- (d) The layout and design for the buildings shall be done as per Energy Efficient Norms and the National Building Code incorporating structural safety standards. The PMC shall ensure that the structures being constructed are in harmony with the environment. The PMC shall interact with agencies concerned, at different stages, to take into account their requirements.
- (e) Vetting of Structural Designs of building developed by the structural designer of the EPC contractor by any NIT or IIT. The PMC shall be responsible for the structural stability, quality of the materials used and conformity to the architectural drawings and specifications of the buildings through strict supervision, quality control, efficient project management and cost control. The PMC shall also be responsible for correctness and conformity of structural and other drawings, specifications and design to the corresponding bylaws of all statutory authorities including relevant BIS codes, etc. The PMC shall be responsible for structural soundness of the buildings in all respects and a certificate thereof shall be furnished by them to MNNIT Allahabad on the completion of the work.
- (f) PMC shall supervise the works at approved preliminary estimate of cost under EPC mode. In any case at detailed design/ execution stage, there will not be any increase in this approved preliminary estimate of cost.
- (g) PMC shall prepare the tender documents comprising the technical specification, General Terms and Conditions, Special Conditions etc. for inviting tenders and appointing contractors under EPC mode.
- (h) The PMC shall invite the open tenders from the contractors/agencies meeting prequalification criteria for different packages for completion of the project.
- (i) PMC shall be wholly responsible for any observations/ comments/ defects pointed out by C.T.E / C.V.C / C.A.G in the planning and procedures of execution of this project.
- (j) PMC shall be fully responsible for the timely completion, the quality, any delay caused and structural safety of the construction.
- (k) Any defects discovered and brought to the notice of the PMC during the period aforesaid shall be rectified by the contractor appointed by the PMC. PMC shall ensure that in the event of the failure on the part of the Contractor, the same may without prejudice to any other rights available to it in law, be rectified by the PMC at the cost and expense of the Contractor.
- (l) The PMC shall unless otherwise specified be fully responsible for procurement of all materials and services for the Construction activity.
- (m) During the various stages of execution, PMC shall submit monthly progress reports with site

photographs to the **MNNIT Aild**.

- (n) PMC shall not charge separately for the expenses to meet work-charged establishment, staff salary, construction of site office, engagement of watch and ward staff, material testing, etc. as included in the cost estimates. For any other or the unforeseen expenses in the project, it has to be approved by the **MNNIT Aild**, separately.
- (o) PMC shall execute the work from concept to completion as per scope of work given by **MNNIT Aild** on Engineering, Procurement, Construction (EPC) mode as described by the Central Govt., and complete it within a period mutually agreed between the parties. The project to be executed in EPC mode where Engineering, Procurement, Construction would be fully contracted. However, the conceptual drawing shall be prepared by PMC architect.
- (p) The PMC as an Executing Agency for the above / work project shall carry out the entire planning and construction of the Project for the intended use of the **MNNIT Aild** including its project management, supervision and related services.
- (q) PMC has to complete the work within the AA/ES cost.
- (r) Based on the requirements and scope of work given by **MNNIT Aild**, PMC shall submit preliminary drawings to **MNNIT Aild** for approval.
- (s) Based on approved preliminary drawings, PMC shall submit preliminary estimate of the work to **MNNIT Aild** for approval.
- (t) PMC to forward draft tender copy to **MNNIT Aild** before issuing notice inviting tender (NIT). The suggestions of **MNNIT Aild** will be considered by PMC for incorporating in the Tender document.
- (u) PMC will provide copy of important communications and documents with the contractor and of the contractor for information to **MNNIT Aild**.
- (v) After receipt of Administrative Approval and Expenditure Sanction (A/A & E/S) from the **MNNIT Aild**, the PMC will prepare and submit various detailed architectural drawings and service plans to Local Bodies whose approvals are required before taking up the construction work.
- (w) PMC shall complete the work within a stipulated time as per the contract. The completion time shall be reckoned from the date of signing of MOU or handing over of clear site by **MNNIT Aild**. In case there is any delay in activities to be carried out by external agencies or due to factors beyond the control of PMC, the time for completion of the work will be suitably enlarged.
- (x) PMC shall submit the program for completion of work as per approved preliminary drawings and preliminary estimate to **MNNIT Aild** for approval. The contractor after award of work will submit QAP (Quality Assurance Plan) and will get approved from **MNNIT Aild**.

- (y) For executing contract on EPC methodology, PMC shall ensure the following important provisions to be considered while framing estimate, preparing Notice Inviting Tender (NIT) etc.:-
- (z) Enabling estimate can be submitted as per **MNNIT Aiid** requirement for carrying out pre-construction activities wherever required for conceptual planning purpose to assess the precise requirement of the scope of work.
- (aa) The PMC Architect shall prepare the concept design, preliminary drawings and specifications based on detailed requirements of the work, in consultation with the **MNNIT Aiid** before preparation of Preliminary Estimate.
- (bb) Soil investigation report shall be appended in the notice Inviting Tender for indicative purpose only.
- (cc) The responsibility of investigations, designing, planning, procurement, construction, safety, quality, and risk of engineering lies with the contractor and the same will be incorporated in the notice Inviting Tender (NIT) by the PMC.
- (dd) Mode of payment will be decided by the **MNNIT Aiid**.
- (ee) PMC shall follow the general guidelines for EPC contracts with a sample item along with scope of work to be adopted for EPC contracts.
- (ff) Landscape Design (including terrace garden, if any).
- (gg) Electrical and networking Services including power distribution, Sub-station and DG set, OFCs, Data and Voice communication over Internet / ADSL / Wi-Fi, Security and surveillance system including CCTV, access control, etc.
- (hh) MEP design including HVAC, Lifts, escalators, moving walkways, ventilation system, etc.
- (ii) Fire Safety including Fire detection and alarm system, fire suppression system, pressurization system for lifts and basements etc.
- (jj) Utility and Services including supply, distribution and disposal system for Compressed Air, Oxygen, Nitrogen, Vacuum (exhaust), solid waste management for individual buildings wherever required.
- (kk) Planning of furniture and furnishing for both fixed & loose type for dry and wet labs and other areas.

- (II) The PMC shall suggest, adhere and implement on -
- (i) Energy conservation measures as per Building Energy Conservation Code.
  - (ii) Use of Recycled / Green Construction materials as per norms
  - (iii) Recycling of Wastewater and Rainwater harvesting measures.
  - (iv) Cost optimization of Project as a whole.
  - (v) The infrastructure being constructed shall be GRIHA 4 STAR rating compliant.
  - (vi) Comply with any other guideline issued by Govt. of India for such Projects.
  - (vii) The site being in high seismic zone, the CPSU or State Govt. PSU or State Govt. PSU should follow all norms and regulations for construction in such zones.
- (mm) Any other component of work approved by MNNIT Allahabad as per the requirement for completion of work.

## 5. Obligations of MNNIT Allahabad

- (a) **MNNIT Allahabad** shall provide the scope of work and other details required to the PMC for preparation of preliminary drawings of the work and accord approval of the same.
- (b) **MNNIT Allahabad** shall accord AA and ES to the preliminary estimate submitted by the PMC.
- (c) **MNNIT Allahabad** shall approve architectural design/ drawing and time schedule for completion of the work if found satisfactory.
- (d) **MNNIT Allahabad** may accord approval for time and cost overrun where reasons and justifications are given by the PMC are found to be justifiable and in order and accepted by MNNIT Allahabad after following a due process. MNNIT Allahabad may accord AA and ES to the revised preliminary estimate as per the guidelines of CPWD Manual and CVC.
- (e) As soon as **MNNIT Allahabad** receives a communication from the PMC regarding the acceptance of an award or a decree passed by a court of arbitration or tribunal, the Institute shall place the same before the Competent Authority of MNNIT Allahabad for its consideration keeping in view the applicable time limits. If the Competent Authority of MNNIT Allahabad decides to accept the award or decree, the Institute shall provide funds to the PMC for making payment as per said award or decree. In case the Competent Authority of MNNIT Allahabad decides to challenge the award or decree, the Institute shall inform the PMC accordingly. MNNIT Allahabad will bear any additional cost on account of challenging the award or decree. The competent authority of the PMC will take the final decision in accordance with the recommendations of MNNIT Allahabad.
- (f) MNNIT Allahabad will assist in providing security clearance and access to contractor's material and labour to the site of work. Water and electricity connection for construction work will, however, be arranged by the PMC/EPC contractor(s) at their own. In case the contractor utilizes water and electricity facilities of the Institute he/ she shall make payment as per actuals.

- (g) MNNIT Allahabad shall adopt the Public Financial Management System (PFMS) for disbursement of funds to the PMC.
- (h) As soon as the project is finally completed and NOCs/ documents/ certificates, including completion and occupancy certificate obtained, the PMC shall inform MNNIT Allahabad, which shall nominate a committee for checking/ verification of completed work as per the scope of work sanctioned for final taking over of the Building/ Project.

## 6. Implementation of the Project

Execution of project on EPC mode by the PMC will essentially involve the following.

- (a) PMC shall be the "Principal Employer" for all practical purposes and all the forms will be issued only by the PMC to all agencies. Also, PMC will conclude the contract agreement and defend all cases related to works including labour dispute, etc. However, all documents required by the local bodies shall be signed by authorized representative of MNNIT, Allahabad being **MNNIT Aild** of the property.
- (b) Copy of all contract agreements/work orders issued to various contractors/agencies shall be simultaneously endorsed to MNNIT Allahabad without fail.
- (c) It will be the responsibility of the PMC to obtain all preconstruction and post-construction statutory clearances and approvals including building plan approval; environmental clearance; tree cutting permission; service connections such as water supply, drainage, power supply, etc.; Consent to Establish (CTE); including and up to the Occupancy Certificate and Consent to Operate (CTO) on behalf of MNNIT Allahabad. MNNIT Allahabad shall provide the necessary assistance. All documents required by the local bodies shall be signed by authorized representative of MNNIT Allahabad being **MNNIT Aild** of the property.
- (d) Statutory fee paid by the contractor(s)/PMC for obtaining all statutory NOCs/approvals shall be reimbursed by MNNIT Allahabad to them upon submission of receipts/satisfactory evidence of having submitted the same to the statutory authorities. The reimbursed amount is included in the AAES amount
- (e) Deposits (including caution deposits, fee, cost of pipelines/cables/ panels, inspection charges and any other infrastructure charges) remitted by the contractor(s) towards getting new/additional water supply/power supply, etc. connections for the new proposed infrastructure shall be reimbursed in actuals by MNNIT Allahabad upon submission of documentary evidence by the contractor(s).
- (f) The PMC will ensure that the EPC contractor(s) engaged by them follows all safety and other precautions laid down by law and regulations as applicable from time to time for the labour/workers engaged by them at their worksite(s).
- (g) Ensure high standards of quality assurance while carrying out construction supervision. PMC shall be responsible for timely completion of the project. PMC shall ensure Correctness of the Measurement in Bill of Quantities before release of payment to the contractor.
- (h) Ensure adherence to provisions under National Building Code (NBC), CPWD Specifications, BIS Code, CVC guidelines, etc. The PMC will ensure carrying out all possible

mandatory/additional tests at site or at reputed testing laboratories to establish and document quality of material used on project.

- (i) PMC will perform the functions of Engineer-in-charge as enumerated in a works contracts with the exception of the following for which the PMC will seek prior approval of MNNIT Allahabad.
  - i. Issuing/approving deviation orders which have additional financial implications as reasonably determined by the PMC.
  - ii. Based on detailed reports and justification by PMC approving rates for new items of work or for existing items of work which deviate in quantities beyond the limits defined in the contract based on detailed report and justification by PMC.
- (j) MNNIT Allahabad may appoint third-party quality assurance agency (TPQA)/ committee to inspect the works and advise MNNIT Allahabad on the quality, workmanship, processes, etc.
- (k) PMC to assist the TPQA agency/Committee appointed by MNNIT Allahabad in accessing information and conducting inspections. PMC will arrange to remove deficiencies brought out by TPQA in a reasonable time and will submit compliance report to settle TPQA's paras/ observations. MNNIT Allahabad may also constitute a separate Review Committee consisting of a representative each from the Administrative Ministry, Finance (Internal Finance Wing) and the Executing Agency to review the progress of the work.
- (l) In the interest of work, the PMC shall obtain necessary guarantees relating to workmanship, quality assurance and timely completion of work from the contractors/ firms/ agencies/ suppliers. The PMC shall hand-over the completed buildings to MNNIT Allahabad along with two sets of completion drawings, service plans, completion certificate and all related documents including guarantee/ warranty cards of services/ equipment etc.
- (m) The PMC shall make all efforts to complete the work within the AA and ES amount. Any likely cost overrun shall be intimated as soon as foreseen with justification thereof to MNNIT Allahabad. Additional expenditure will be approved only after the submitted justifications of the PMC are found to be justifiable and in order by the Building and Works Committee of MNNIT Allahabad. No expenditure in excess of the amount of the AA and ES will be incurred by the PMC for completion of work without an approval of the revised estimate by MNNIT Allahabad.
- (n) PMC to make provisions for 07 years warranty / CMC support for complete equipment systems with back to back similar warranty CMC support commitment from OEM for major components / systems and pass on all test certificates, Equipment Manuals, warranties and AMCs to MNNIT Allahabad on completion of work. Warranty/CMC support period shall commence from the date of handing over of the system to MNNIT Allahabad.
- (o) PMC shall not make any material deviation, alteration, addition to or omission from the work shown and described in the contract document without prior approval of MNNIT Allahabad.
- (p) The PMC will open a separate Escrow account. If any interest or income accrues on the deposit or advances given by MNNIT Allahabad, the same shall be credited to the Escrow account by PMC. Penalty, if any, levied on the contractor, architect or any other agency shall

also be credited into this account. The interest on the deposit and penalty, if any, levied on the contractor will be credited in the MNNIT AId Account after completion of the work.

- (q) At the end of every month and at the end of the project, PMC shall submit an expenditure and utilization of funds statement in the format as per CPWD norms.
- (r) The PMC shall finalize accounts and intimate the final cost of the work to MNNIT Allahabad within six months of completion of work. Copy of final bills of each contract between PMC and contractor will be provided to MNNIT Allahabad for its reference and record.
- (s) On completion of work, the PMC shall return the balance amount after finalization of accounts to MNNIT Allahabad.
- (t) All records, drawing etc. related to the Project and maintained by PMC during Project execution shall be handed over to MNNIT Allahabad on completion of the Project. PMC shall hand over the buildings complete in all respect free from all encumbrances including site clearance, vacation of construction workers' hutments at site, if any, to MNNIT Allahabad.
- (u) The PMC shall reply to and comply with the observations pertaining to works made by CTE's branch, CAG, Vigilance and other competent authorities and remain liable for settlement of their observations/ objections/ actions, if any. However, MNNIT Allahabad shall be kept informed of all observations/ objections and actions thereon.

In case of observations on MNNIT Allahabad by Internal Audit of the Ministry of Human Resource Development, CVC, etc., the PMC shall provide relevant information and assist MNNIT Allahabad in replying to these statutory authorities.

All the financial records relevant to the contract will be open to scrutiny and inspection by the authorized representatives of above stated competent authorities and MNNIT Allahabad.

- (v) PMC to settle and resolve any dispute that may arise between PMC and Contractors / Vendors engaged in the project. PMC shall initiate, defend the Arbitration and Court cases (preparation of claims, counter statement of claims/ defense, counterclaims, affidavit of evidence, compliance of court orders, rejoinder, filing appeals, challenge awards and court orders, written submission etc. through counsel). Reasonable legal expenses, generally paid in accordance with the good industrial practices, shall be reimbursed by MNNIT Allahabad to the PMC. However, prior approval of MNNIT Allahabad shall be obtained before incurring such expenditure.
- (w) In case any agency serves the PMC with a notice for arbitration regarding the work, the PMC shall inform the Institute of the same immediately.
- (x) The PMC shall make effective representation to defend MNNIT Allahabad in all arbitration proceedings and court cases related to the execution of work. The arbitration award/ court or tribunal decrees shall be accepted or challenged by the competent authority of the PMC after taking appropriate legal opinion and following the due process. The said competent authority shall record the reasons for its decision on acceptance or challenge of the award/ order.

- 7. Project Timelines:** The project has to be completed within 24 to 33 months depending on the quantum of work involved. Tentative timelines for different milestones are indicated below.

| S.No. | Activity  | Timeline       |
|-------|---|----------------|
| 1.    | Award of work (AA/ES) to the PMC (CPSU or State Govt. PSU) by MNNIT Allahabad.                  | D day          |
| 2.    | Preparation of Concept Design for the proposed Buildings and its submission to MNNIT Allahabad. | D+2Month       |
| 3.    | Approval of Concept Design by MNNIT Allahabad.  | D+3 Months     |
| 4.    | Preliminary Estimate/ DPR preparation   | D+4Months      |
| 5.    | Administrative /Financial approval from the competent authority                                 | D+6 Months     |
| 6.    | Call of tenders for finalizing Contractor / Agency by PMC                                       | D+ 7.5Months   |
| 7.    | Award of work   | D + 8.5 Months |
| 8.    | Commissioning of Project after approval from the local bodies including obtaining CTO           | 18 / 26Months  |

## 8. DEPLOYMENT OF OFFICERS & STAFF

Following minimum Staff shall be earmarked for the project by PMC from the date of signing of the Contract Agreement with MNNIT Allahabad.

- (a) One officer of the rank of Chief Project Manager of Civil Engineering Discipline.
- (b) In addition, adequate number of supporting officers like AE (Civil/electrical), JE (Civil/electrical), Supervisors etc. and the clerical / secretarial staff as required depending on type / progress of the work should be deployed at site to assist the officer.

## 9. MODE OF PAYMENT OF SERVICE CHARGES TO THE PMC

If "X" be the Preliminary Estimate of the project, "Y" be the Awarded Cost of work to the contractor, and "Z" be the Actual Cost of Work at Completion as per final bill and "P" be the PMC service charges in percentage, the stage wise payment to PMC by MNNIT Allahabad shall be made as follows.

| Sr. No. | Stage of work  | Payment term   |
|---------|--|--|
| (a)     | Finalization of appointment of design consultants for the project  | NIL  |
| (b)     | On submission of Preliminary Estimate (PE) based on Concept design approved by the MNNIT Allahabad for approval from the competent authority.          | NIL  |
| (c)     | Preliminary design approval and accord of Administrative / Expenditure sanction by MNNIT Allahabad.  | 3% of P of 'X'.  |
| (d)     | Preparation and submission of Concept design / DPR/design to MNNIT Allahabad for approval from the HEFA or any other competent authority, if required. | NIL  |
| (e)     | On final financial approval and accord of AA / EE sanction with request to start the work at the site by MNNIT Allahabad.                              | 7 % of P of 'X'.   |
| (f)     | Award of work to contractor by the PMC   | 10 % of 'Y', this fund will be with the PMC and the same will be |

| Sr. No. | Stage of work                                      | Payment term  |
|---------|--|---|
|         |  | adjusted at the time of final bill of the contractor.   |
| (g)     | After 20% financial progress of total Awarded Cost | 20% of P of the 'Y' less already paid to PMC for service charges + 20% of 'Y'.  |
| (h)     | After 40% financial progress of total Awarded Cost | 40 % of P of the 'Y' less already paid to PMC for service charges + 20% of 'Y'  |
| (i)     | After 60% financial progress of total Awarded Cost | 60% of P of the 'Y' less already paid to PMC for service charges + 20% of 'Y'   |
| (j)     | After 80% financial progress of total Awarded Cost | 80% of P of the 'Y' less already paid to PMC for service charges + 20% of 'Y'   |
| (k)     | Commissioning of Project including obtaining CTO   | 90% of P of the 'Z' less already paid to PMC for service charges + Final bill with reference to Z submitted by PMC +(10% retained amount for the work may be utilised by the PMC for the finalisation of bill with deduction of security money for the defect liability period) |
| (l)     | On completion of Defect Liability Period           | 100% of P of the 'Z' less already paid to PMC for service charges + deducted security money may be released if no defects have been found during the defect liability period.   |

No other Tax, Cess and Levy, except GST as applicable, shall be paid to the PMC over their Service Charges/ consultancy fees. Recoveries for Income Tax, Education Cess or any other taxes as per prevailing statutory requirements shall be made from the payments of Service Charges made periodically to the PMC. However, if any new tax structure is introduced by Govt. after the last date of submission of bid for RFP, it shall be reimbursed/ deducted accordingly.

## 10. GENERAL CONDITIONS

**(a) Law governing the Contract**

The governing Law of Contract shall be Laws of India.

**(b) Indemnifying MNNIT Allahabad by the PMC**

The PMC shall indemnify MNNIT Allahabad against all actions, suits, claims and demands brought or made against it in respect of anything done or committed to be done by the PMC and its staff in execution of or in connection with the services provided under this agreement and against any loss or damage to MNNIT Allahabad in consequence to any action or suit being brought against the PMC for anything done or committed to be done in the course of the execution of this agreement including losses / damages liable or claimed for infringement of Intellectual Property Rights (IPR) of any third party. The PMC will abide by the job safety measures prevalent in India and will free MNNIT Allahabad from all the demands or responsibilities arising from accidents or loss of life of the cause arising from the negligence of the PMC or contractor(s). The PMC will pay all indemnities arising from such incidents without any extra cost to MNNIT Allahabad and will not hold MNNIT Allahabad responsible or obligated. MNNIT Allahabad may at its discretion and entirely at the cost of the PMC defend such suit either jointly with the PMC or singly in case the latter chooses not to defend the case. This obligation will survive the termination of the contract for one year or till completion of the case whichever is later.

In the event of any claim, action, demand, or any proceedings whatsoever being invoked by vendor(s), contractor(s), bidder(s), or prospective bidder(s) appointed by PMC on behalf of MNNIT Allahabad arising out of or in relation to or consequent upon this contract agreement or engagement of such vendor(s) or contractor(s), bidder(s), or prospective bidder(s), PMC shall provide all the necessary assistance including recommendation (except on legal issues) until a period of one months after the expiry of Defect Liability Period on mutually agreeable rates.

**The PMC shall have to execute standard Integrity Pact, Indemnity Bond and Agreement document with MNNIT Allahabad before the work is entrusted to it by MNNIT Allahabad.**

**(c) Termination**

**(aa) By MNNIT Allahabad:** MNNIT Allahabad may, without any prejudice to any other remedy for breach of agreement, by not less than 60 days written notice of termination to the Project Management Consultant, terminate this agreement in whole or in part if:

- i. The PMC fails to provide any or all of the services within the period(s) specified in the agreement or within any extension thereof granted by MNNIT Allahabad pursuant to the condition of agreement or fails to remedy a failure in performance of their obligations here under within such period as MNNIT Allahabad may have approved in writing.
- ii. The PMC becomes insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for benefit of debtors or go into liquidation or receivership whether compulsory or voluntary.

- iii. The PMC fails to comply with any final decision reached as a result of arbitration proceedings.
  - iv. The PMC submits to MNNIT Allahabad a statement which has a material effect on the rights, obligations, or interests of MNNIT Allahabad.
  - v. The PMC, in the judgment of MNNIT Allahabad has engaged in corrupt or fraudulent practices in executing the agreement.
  - vi. MNNIT Allahabad, in its sole discretion and for any reason whatsoever, decides to terminate this contract.
- (bb) By PMC:** PMC may, by not less than 60 days written notice sent to MNNIT Allahabad, terminate this agreement if:
- (i) MNNIT Allahabad fails to pay any money due to the PMC pursuant to this contract which is not subject to dispute within Sixty (60) days after receiving written notice from the PMC that such payment is overdue and payable.
  - (ii) MNNIT Allahabad is in material breach of its obligations pursuant to this contract and has not remedied the same within Sixty (60) days (or such longer period as the PMC may have approved in writing) following the receipt by MNNIT Allahabad of the PMC's notice specifying such breach.
- (cc) Payment upon termination:** Upon the termination of this contract MNNIT Allahabad shall after adjusting dues, if any recoverable from the PMC make the payment to the PMC. In the event of termination PMC shall be paid for the services rendered satisfactorily for carrying out the assignment up to the date of notice of termination.
- (dd) Consequences of termination:** In the event MNNIT Allahabad terminates agreement in whole or in part pursuant to conditions of agreement, MNNIT Allahabad may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered and the PMC shall be liable to MNNIT Allahabad for any excess cost for such similar services. However, the PMC shall continue the performance of the agreement to the extent not terminated and the PMC shall have no claim to compensation for any loss that he may thus incur on account of the action of MNNIT Allahabad.
- (i) In case of termination during the agreement period, MNNIT Allahabad will have the right to retain the documents prepared by the PMC during the agreement period of construction of the identified and the PMC shall have no right to use the same in any other application without the permission of MNNIT Allahabad. The decision of MNNIT Allahabad in this regard will be binding on the PMC.
  - (ii) In case of termination of contract agreement between MNNIT Allahabad and PMC, the contract management / administration shall be taken over by MNNIT Allahabad or their authorized representative within a reasonable period of 1 month from the date of termination of contract agreement and the contract agreement between the contractors and MNNIT Allahabad shall come into effect after that.

## 11. COURT JURISDICTION:

The Institute shall not be bound to give justification for any aspect of the Selection Process and the decision of the Institute shall be final and binding on all without any right of appeal. Further, in case of any dispute, any Suit or Legal Proceedings against the Institute, the Jurisdiction shall be restricted to the Courts at Prayagraj, U.P. only.

## 12. ARBITRATION:

Any and all disputes arising from this Agreement or a breach thereof, shall be first informed settled amicably through mutual discussion within 30 days from notice of dispute by either of the party.

In the event of failure to resolve the disputes amicably within 30 days from the date of notification in writing of the existence of the dispute /difference, such unresolved dispute/ difference shall be settled through Arbitration.

Any dispute between the Parties arising out or in connection with this contract or in respect of any defined legal relationship associated therewith or derived there from, the Parties agree to submit that dispute to arbitration under the Arbitration and Conciliation (Amendment) Act,2015 to be decided by a sole arbitrator. The authority to appoint the arbitrator(s) shall be Indian Dispute Resolution Centre. The Indian Dispute Resolution Centre will provide administrative services in accordance with the Arbitration and Conciliation (Amendment) Act, 2015 or as amended from time to time, and the parties shall consent to the same.

- (i) The arbitration proceedings shall be held at Motilal Nehru National Institute of Technology Allahabad, Prayagraj, India and language used in this proceeding shall be English. T
- (ii) The decision of Arbitrator appointed to deal with such matters shall be accepted by the parties as final and binding on parties.
- (iii) The decision to continue performance of their respective remaining obligation under this contract or to rescind the contract shall be decided mutually, despite the continuation of arbitration proceedings.
- (iv) The parties shall use their best endeavors to procure that the decision of the arbitrator is given within a period of six months or as early as possible after it has been demanded.
- (v) The courts in Prayagraj, India shall have exclusive jurisdiction in relation to this contract including this clause.
- (vi) All fees pertaining to arbitration proceedings shall be borne by the parties equally.
- (vii) All other costs incurred by the parties shall be borne by the respective parties.

## 13. LIABILITIES:

Without Prejudice to any provisions expressed in the Agreement, the PMC shall be solely responsible for any delay, lack of performance, breach of Agreement and/or any default under this MOU. The PMC shall remain liable for any damages due to its gross negligence within the next 12 months after the issuance of the Provisional Acceptance Certificate of the Contract. The amount of liability on the basis of loss/ damage and it will be the maximum of 5% of Consultancy Fee charged by the PMC for balance value of work.

**14. Force Majeure:** Except as herein provided that no party hereto shall be liable for failure to perform any of its obligations under this agreement where such failure was due to reasons beyond such party's control such as Acts of God, acts of third parties laws, regulations or other acts of civil or military authorities, fire, flood, epidemic restrictions, riots, delays in transportation and inability due to causes beyond such party's control to obtain necessary labour, materials or manufacturing facilities or strikes, lockout or other concerted actions of the workman or any other circumstances of whatsoever nature beyond the control of either party provided that the party claiming the force majeure has affected its performance shall give notice to other party immediately but not later than 10 days after becoming aware of the first occurrence of force majeure giving full particulars of the case or events and the date of first occurrence thereof. Notwithstanding the foregoing however if performance required by this agreement be delayed or prevented for more than 3 months either party may terminate this agreement by giving notice either before or after expiration of such 3 months of its intention to terminate to the party.

**15. Penalty:** If the PMC fails to perform any of the Services under this document within the requisite time period as mentioned in this document, for reasons he must warrant, MNNIT Allahabad shall, unless the Special Conditions include a derogation, be authorized to inflict a penalty of 0.5% (zero point five percent) of the total Service Charge payable to the PMC by the MNNIT Allahabad for every month of delay, subject to a cap of 5% of the total Service Charge payable to the PMC. Beyond such penalty, MNNIT Allahabad may have right to terminate / review of the Contract.

If the completion of an individual project is delayed by up to 6 months due to derogation, or any unforeseen situation which is mutually agreeable between PMC and MNNIT Allahabad, there will not be levy of any penalty charged on PMC.

**16. Limitation of PMC's Liability:** PMC's overall liability under this Contract for all guarantees or warranties of whatsoever nature, whether expressed or implied, and for all causes whatsoever, shall be limited to 5% of 'Total Service Charge payable' plus corrective services without any additional cost to MNNIT Allahabad for any faulty services arising due to reasons solely attributable to PMC, i.e. error or omission in the technical work/ services performed by PMC in respect of Services to be provided by PMC.

**17. Validity of RFP document:** The proposal shall remain valid for a period not less than 180 days from the due date of submission of proposal. MNNIT Allahabad reserves the right to reject any proposal, which does not meet this requirement. The proposal validity period may further be extended on mutual consent.

**18. Evaluation of Technical bid**

The duly constituted Tender Evaluation Committee (TEC) 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:

| Sr. No. | Criterion   | Evaluation Criteria  |   |
|---------|---|--|---|
| A.      | <b>Technical Manpower<br/>(Presence of in-house professionally qualified staff in the PSU in indicative categories)</b>   | <b>Max. 20 marks</b>   |   |
| (a)     | Civil Engineers   | <b>Max. 10 marks</b><br>Civil Engineers<br>(Min. Qualification - B. Tech)<br>□ 301 and Above : 10 marks<br>□ Between 101 to 300 Engineers: 07 marks<br>□ Between 50 to 100 Engineers : 5 marks   |   |
| (iii)   | Electrical Engineers  | <b>Max. 5 marks</b><br>Electrical Engineer (Min. Qualification-B. Tech)<br>10 and Above : 5 marks<br>Between 1 to 9 Engineers: 3 marks   |   |
| (iv)    | Architect   | <b>Max. 5 marks</b><br>Architect (Minimum Qualification –B. Arch)<br>□ 05 and Above : 5 marks<br>□ Between 01 to 04 Architects: 3 marks  |   |
| B.      | <b>Methodology, Understanding of Project and presentation on Concept Design (based on the presentation made before TEC)</b>   | <b>Max.25 Marks (15+10)</b>  |   |
| B1      | <b>Presentation (Max Marks 15):</b><br>Technical Approach (PMC services), Methodology, work Plan including broad Timelines& Quality Assurance of recent completed projects (More than 100.00 Cr.) | <b>The Bidder shall make a 30 minutes PowerPoint presentation</b> on date and time as informed by the Institute, covering the following aspects:<br><ul style="list-style-type: none"> <li>• Past projects with focus on special features and quality aspects (along with some photos) and special project management techniques that might have been used to execute the</li> </ul> | As evaluated by TEC of MNNIT Allahabad. |

|           |  |  |                                     |
|-----------|--|--|-------------------------------------|
|           |  | <p>project speedily and within initial budgeted cost. <b>(Max Marks 5)</b></p> <ul style="list-style-type: none"> <li>• Technical Approach and methodology proposed towards this project with respect to the nature of typology, structure, orientation, kind of finishing, approaches for Green building, sustainability, energy efficiency/ overall savings, safety measures, innovations etc. and innovative idea of technology/ PEB / Modular construction for faster construction. <b>(Max Marks 5)</b></li> <li>• Project management approach for this project – Work Plan including Time schedule &amp; Quality Assurance &amp; HSE / Risk system, Project organization, responsibility of key personnel, etc.<b>(Max Marks 5)</b></li> </ul> |                                     |
| <b>B2</b> | <b>Details of Completed projects in past 5 years</b>   | The evaluation of projects by the TEC of MNNIT Alld will be primarily based on the time and cost overrun in projects completed by the CPSU or State Govt. PSUs and its verification from the client, if required. <b>(Max Marks 10)</b>  | Details be provided in Appendix- IV |
| <b>C.</b> | <b>Past Experience of the PSU</b>  | <b>Max.30 marks</b>  |                                     |
| i         | Minimum eligibility criteria: Experience in similar works valuing Rs. 300.00 crores and above during five years projects successfully completed. | <p>Max.10 marks</p> <p>i) 06 Marks (60% marks) for minimum eligibility criteria</p> <p>ii) 10 Marks (100% marks) for twice or more the minimum eligibility criteria or more.</p>   |                                     |
| ii        | Navratna and above /<br>Schedule A/ Mini Ratna /<br>Schedule B/ Mini Ratna   | <p>Max. 05 Marks</p> <p>i) 05 Marks for (Navratna &amp; above)</p> <p>ii) 03 Marks for (Schedule A/ Mini Ratna)</p> <p>iii) 02 Marks for (Schedule B / Mini Ratna)</p>   |                                     |

|          |   |   |
|----------|---|---|
|          |   |   |
| iii      | No. of working years in the relevant operational area             | Max. 05 Marks.<br>i) 05 Marks for more than 50 years<br>ii) 03 Marks for experience between 25 up to 50 years<br>iii) 02 Marks for experience between 10 upto 25 years  |
| iv       | MOU Rating of the PSU<br><br>MOU Rating for the last five years.  | Max. 05 marks<br><br>Excellent - 5 marks<br>Very Good - 4marks<br>Good- 3 marks<br>Fair:- 2 marks<br>Poor:- 1 marks   |
| v        | Experience in Green Building                                      | Max. 05 marks<br><br>i) 05 marks for at least single project successfully completed with 05 Star GRIHA/Gold LEED rating<br>ii) 04 marks for at least single project successfully completed with 04 Star GRIHA/Gold LEED rating<br>iii) 03 marks for at least two project successfully completed with 03 Star GRIHA/Gold LEED rating |
| <b>D</b> | <b>Financial Capability</b>                                       | <b>Max.25 marks</b>   |
| i)       | Average Annual Financial turnover in last five financial Years.   | Max.15 marks<br><br>(i) 09 Marks ( 60% marks) for minimum eligibility criteria (Rs.300.00 Cr.)<br>(ii) 15 Marks (100% marks) for twice the minimum eligibility criteria or more.  |
| ii)      | Average Annual Profit (PBIDT) in last three financial years       | Max. 5 marks<br>i) Between Rs. 20 –Rs. 50 Cr: 2 marks<br>ii) Between Rs. 50 –Rs. 100 Cr: 3 marks<br>iii) Above Rs. 100 Cr: 5 marks  |
| iii)     | Net worth as on 31 <sup>st</sup> March of previous Financial Year | Max. 5 marks<br>i) Above Rs. 500 Cr: 5 marks<br>ii) Between Rs. 200 –Rs. 500 Cr: 3 marks<br>iii) Between Rs. 100 –Rs. 200 Cr: 2 marks   |
|          | Total   | <b>100 Marks</b>  |

- (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. **MNNIT Aild** 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) **MNNIT Aild** 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 will be displayed on the Institute website and may be sent by the electronic mail.

## 19. Opening and Evaluation of Financial Bid

The Financial Bids will be opened only of those bidders who secure 60% marks 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 % only. The financial bid is excluding GST under the Applicable Law of the land.

**20. 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:

- (a) 80% weightage will be considered for **Technical Score (TS)** obtained in the Technical bid (stage-I).
- (b) 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:

$FS = 100 \times (FL/F)$  Where,, “FS” is the financial score of an applicant“FL” is the lowest Financial Proposalamong all and “F” is the financial proposal of the particular applicant.

- (c) For the purpose of calculation of **Composite Score (S)** for each bidder, the weightage shall be 80 % for the Technical Score (Stage - I) (TS) and 20% for Financial Score (FS) of the respective applicants. The Composite Score shall be calculated using the following formula: **S = TS x 0.80 + FS x 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.

- (d) In the case of tie-breaking , PSU having more score in technical bid may be recommended for the hiring of the subject work and negotiated for lowest quoted financial bid.

- (e) Even though a bidder may satisfy the above requirements, the bidder would be liable to disqualification if he has:
- (1) Made misleading or false representation or deliberately suppressing the information in the forms, statements and enclosures required in the pre-qualification document.
  - (2) Record of poor performance such as abandoning work, not properly completing the contract, or financial failures / weaknesses etc. R
- (f) Empanelment of the PSUs shall be subject to thorough verification of their credentials and inspection of similar works carried out / in progress by them, through a Technical Committee of experts of MNNIT Allahabad, if required.

**21. Memorandum of Understanding (MOU)**

The MOU between PMC and **MNNIT Allahabad** will be executed as per the Annexure 'A' based on the Manual for Procurement of Works 2019.

- 22. Disclaimer:** MNNIT Allahabad reserves the right not to shortlist any or to shortlist more than one PMC (CPSU or State Govt. PSU) for execution of its projects mentioned in this RFP document.

**APPENDIX-I**  
**LETTER OF TRANSMITTAL**

From:

To,

**The Registrar**  
**Motilal Nehru National Institute of Technology Allahabad**  
**Teliyerganj , Prayagraj-211004**

Ref No.:

Dated:

**SUBJECT:** Appointment of Central Public Sector Undertaking (CPSU) notified by the Ministry of Urban Development (MoUD) or State Govt. PSU, listed in Stock Exchange, as Project Management Consultant (PMC) for Complete Planning, Design, Execution / Construction of Buildings and its services including Furniture and fixtures, IT (Networking), Commissioning and other maintenance and upgradation works of existing buildings etc. under conventional/ EPC Contract Mode as per scope of work for various buildings at MNNIT Allahabad for the period of five years or completion of project including technical support during defect liability period which may be extended on satisfactory performance with mutual consent.

Having examined the details given in above referred RFP Notice and RFP Document for the above project, I/we hereby submit the relevant information.

1. I/We hereby certify that I/We have read all the Terms and Conditions laid down in this RFP and are acceptable to me/us.
2. I/We hereby certify that all the statements made and information supplied in the enclosed.
3. Appendix-I (Forms 'A' to 'I') accompanying statements are true and correct.
4. I/We have furnished all information and details necessary for RFP and have no further pertinent information to supply.
5. I/We also authorize MNNIT Allahabad, Prayagraj or its representatives to approach Individuals, Employers and Firms to verify our competence and general reputation.
6. I/We submit the following Certificates in support of our suitability, technical know-how and capability for having successfully completed the following projects along with prescribed format:

| S. No. | Name of work | Certified by/From |
|--------|--------------|-------------------|
|        |              |                   |
|        |              |                   |
|        |              |                   |
|        |              |                   |

Signature of the Bidder with Date & Seal

**APPENDIX-I**

**FORM-'A'**

**ORGANIZATIONAL STRUCTURE**

|    |  |  |
|----|--|--|
|    |  |  |
| 1. | Name & Address of the bidder's Fax No./ Email ID (Within 200 KM radius of Motilal Nehru National Institute of Technology Allahabad ) |  |
| 2. | A) Year of Establishment<br>B) Date & Year of commencement of practice   |  |
| 3. | Legal status of the bidder (attach copied of original documents defining defining the Legal Status)                                  |  |
| 4. | Names of Directors & Other Executives with Designation   |  |
| 5. | Designation of individuals Authorized to act for the organization.   |  |
| 6. | <b><u>Details Of Personnel</u></b>   |  |
| i  | Graduate Engineers<br>1) Civil<br>2) Electrical<br>3) Architect  |  |
| ii | Supporting staff (Technical)   |  |
|    | <b>Total Staff</b>   |  |

Signature of the Bidder with Date & Seal

**APPENDIX-I**  
**Form –'B'**

DETAILS OF PMC WORKS OF THE PMC ASSIGNMENT COMPLETED DURING THE LAST FIVE YEARS  
ENDING LAST DAY OF THE MONTH MARCH 2022

| S.NO | Description*   | 1 | 2 | 3 | 4 | 5 | 6 | 7 |
|------|--|---|---|---|---|---|---|---|
| 1.   | Name of Work / Project and location  |   |   |   |   |   |   |   |
| 2.   | Name & Address of Employer / organization, Telephone No. of officer to whom reference may be made. |   |   |   |   |   |   |   |
| 3.   | Cost of Work in Rs. Lakh (Attach copy of Performance Certificate)                                  |   |   |   |   |   |   |   |
| 4.   | Date of commencement as per Contract   |   |   |   |   |   |   |   |
| 5.   | Stipulated date of completion  |   |   |   |   |   |   |   |
| 6.   | Actual date of completion  |   |   |   |   |   |   |   |
| 7.   | Litigation / Arbitration pending / in progress with details  |   |   |   |   |   |   |   |
| 8.   | No. of years in the relevant operational area  |   |   |   |   |   |   |   |
| 9.   | Names of Project In Charge & Key staff & Nos. of staff involves.                                   |   |   |   |   |   |   |   |
| 10   | Navratna and above (Enclosed Certificate)  |   |   |   |   |   |   |   |
| 11.  | Experience of Green Building (Enclosed Certificate)  |   |   |   |   |   |   |   |

(Note: Add additional sheet for indicating more works if any)

Signature of the Bidder with Date & Seal

**APPENDIX -I**  
**FORM — 'C'**

**LIST OF WORKS EXECUTED WITH GRIHA / IGBC CERTIFICATION IN LAST FIVE YEARS.**

| <b>S.No.</b> | <b>Description</b>   | <b>1</b> | <b>2</b> | <b>3</b> | <b>4</b> | <b>5</b> | <b>6</b> | <b>7</b> |
|--------------|--|----------|----------|----------|----------|----------|----------|----------|
| 1.           | Name of work / Project and Location  |          |          |          |          |          |          |          |
| 2.           | Name & Address of Employer / Organization, Telephone no. of officer to whom reference may be made. |          |          |          |          |          |          |          |
| 3.           | Names of Project In charge & Key staff & Nos. of staff involves.                                   |          |          |          |          |          |          |          |
| 4.           | Any other information  |          |          |          |          |          |          |          |

Signature of the Bidder with Date & Seal

**APPENDIX -I**  
**FORM — 'D'**

**FINANCIAL INFORMATION**

**Financial Analysis** —Details to be furnished duly supported by figures in Balance Sheet/ Profitand Loss Account for the last Five Years duly certified by the Chartered Accountant, five years considered for average Financial Turnover and Profitability.

| <b>Particulars</b>       | <b>Financial Year</b> |                |                |                |                |
|--------------------------|-----------------------|----------------|----------------|----------------|----------------|
|                          | <i>2016-17</i>        | <i>2017-18</i> | <i>2018-19</i> | <i>2019-20</i> | <i>2020-21</i> |
| i. Gross Annual turnover |                       |                |                |                |                |
| (In Lakhs)               |                       |                |                |                |                |
| ii. Profit / Loss        |                       |                |                |                |                |
| iii. Certified by        |                       |                |                |                |                |

**II. The following certificates are enclosed:**

- a) Current Income Tax clearance Certificate / Profit & Loss account.
- b) Solvency Certificate from Bankers of Bidder Signature of Chartered Accountant with Seal.

Signature of the Bidder with Date & Seal

**APPENDIX — I**  
**FORM — 'E'**

**DETAILS OF ALL WORKS IN HAND ENDING LAST DAY OF THE MONTH MARCH, 2022**

| Sl. No. | Description  | 1 | 2 | 3 |
|---------|--|---|---|---|
| 1.      | Name of work / Project and Location  |   |   |   |
| 2.      | Name & Address of Employer / Organization, Telephone No. of officer to whom reference may be made. |   |   |   |
| 3.      | Cost of work in Lakh (Attach copy of Work Order)   |   |   |   |
| 4.      | Date of commencement as per Contract   |   |   |   |
| 5.      | Stipulated date of completion  |   |   |   |
| 6.      | Actual date of completion  |   |   |   |
| 7.      | Status of work in % as on March 2021   |   |   |   |
| 8.      | Litigation / Arbitration pending / in progress with details*                                       |   |   |   |
| 9.      | Service rendered   |   |   |   |
| 10.     | Names of Project In charge & Key staff & nos. of staff involves.                                   |   |   |   |
| 11.     | Any other information  |   |   |   |

\*Indicate gross amount claimed and amount awarded by the Arbitrator.  
(Note: Add additional sheet for indicating more works if any)

Signature of the Bidder with Date & Seal

**APPENDIX — I**  
**FORM –‘F’**

**PERFORMANCE REPORT OF WORKS IN LAST FIVE YEARS**  
**(To be issued by the Employer/ Client for MOU rating)**

|   |  |  |
|---|--|--|
| 1 | Name of Work/Project & Location                              |  |
| 2 | Agreement No.  |  |
| 3 | Estimated Cost   |  |
| 4 | Bided Cost   |  |
| 5 | Date of start  |  |
| 6 | Date of Completion   |  |
|   | i. Stipulated date of completion                             |  |
|   | ii. Actual date of completion                                |  |
| 7 | Amount of compensation levied for delayed completion, if any |  |
| 8 | Amount of reduced rate items, if any                         |  |
| 9 | Performance Report   |  |
|   | i. Quality of work   | Excellent / Very Good / Good / Fair / Poor |
|   | ii. Financial soundness                                      | Excellent / Very Good / Good / Fair / Poor |
|   | iii. Technical Proficiency                                   | Excellent / Very Good / Good / Fair / Poor |
|   | iv. Resourcefulness  | Excellent / Very Good / Good / Fair / Poor |
|   | v. General Approach & Behavior                               | Excellent / Very Good / Good / Fair / Poor |

**Dated:**

**Signature & Seal of Executive Engineer or Equivalent**

Signature of the Bidder with Date & Seal

**APPENDIX-II**

**Proforma for Financial Bid  
[On PMC's letter head]**

Ref. No.

Date:

From:

To:

**The Registrar,**

**MOTILAL NEHRU NATIONAL INSTITUTE OF TECHNOLOGY ALLAHABAD**

**Teliyerganj, Prayagraj-211003**

**Subject :-** Appointment of Central Public Sector Undertaking (CPSU) notified by the Ministry of Urban Development (MoUD) or State Govt. PSU, listed in Stock Exchange, as Project Management Consultant (PMC) for Complete Planning, Design, Execution / Construction of Buildings and its services including Furniture and fixtures, IT (Networking), Commissioning and other maintenance and upgradation works of existing buildings etc. under conventional/ EPC Contract Mode as per scope of work for various buildings at MNNIT Allahabad for the period of five years or completion of project including technical support during defect liability period which may be extended on satisfactory performance with mutual consent.

| <b>S. No.</b> | <b>Description of Item</b>  | <b>Service Charges in % terms of Project cost which is 'X' initially, 'Y' on award and 'Z' on completion of project as defined in Clause 9 of the RFP</b> | <b>Remarks, if any</b> |
|---------------|---|---|------------------------|
| 1             | Complete Planning, Design, Execution / Construction of Buildings and its services including Furniture and fixtures, IT (Networking), A.C. installation, Commissioning and other maintenance and upgradation works of existing buildings etc. under conventional/ EPC Contract Mode as per scope of work for various buildings at MNNIT Allahabad for the period of five years or completion of project, including technical support during defect liability period. |   |                        |

(Note: Service Charges should be quoted as net & inclusive of all overhead costs excluding GST. GST applicable be mentioned separately in Remarks. The amount be quoted in both words & figures).

- 1) PMC shall execute the work on "Deposit work" base on behalf of MNNIT Alld.

Signature of the Bidder with Date & Seal

## APPENDIX –III

### Form of Power of Attorney (On Rs.100 Stamp Paper)

Know all Men by these presents that I....., (Name and Designation of the person to whom Power of Attorney is given) as the true & lawful attorney (hereinafter referred to as the "Attorney") of the Company and in the name of the Company to exercise all or the powers for and on its behalf in connection with the RFP Notice No.: ..... which have been invited by the Motilal Nehru National Institute of Technology Allahabad, Prayagraj and to undertake the following acts:-

- i. To submit the proposal and participate in the RFP, published by Motilal Nehru National Institute of Technology Allahabad, Prayagraj on behalf of the company.
- ii. To authorize any other Individual, or a nominated User to submit a Bid, and subsequently negotiate and signed the Contract with any entity, agency or Motilal Nehru National Institute of Technology Allahabad, Prayagraj (wherein after referred to as MNNIT Alld) for which Tenders are floated.
- iii. To negotiate with the MNNIT Alld, the Terms and Conditions including price for award of the Contract pursuant to the aforesaid Bid and to sign the Contract with the MNNIT Alld for and on behalf of the Company.
- iv. To receive, accept and execute the Contract for and on behalf of Company.
- v. Do any other act or submit any Document related to the above.
- vi. Handover the Site to the Authorities for execution and obtain Completion Certificate (as applicable).
- vii. To make estimation of the Work done from time to time (as applicable).
- viii. To make Design and Drawing Measurement of the Work done from time to time (as applicable).
- ix. To draw Bills in the name of the Company.
- x. To receive the payment in favour of the Company against the aforesaid Bills from the Authorities concerned.
- xi. To make Correspondence with the said Authorities.

Signature of the Bidder with Date & Seal

- xii. To carry out all the activities which the PMC has to perform for **MNNIT Aild** as per Agreement.
- xiii. To appear and represent on behalf of the Company with all other Authorities such as Central Government, Electricity Board, Telephone Department, RTO Office, IncomeTax, Sales Tax, Labour Departments and such other Departments connected to the Project and to carry on correspondence with the above, in respect of the Contract.
- xiv. To submit any Bank Guarantee, Indemnities, Earnest Money Deposits, etc. as the **MNNIT Aild** as may be required.

It is expressly understood that the Power of Attorney shall remain valid, binding and irrevocable, till submission of the Contract Performance Guarantee in terms of all the Contracts for which Tender is floated by Motilal Nehru National Institute of Technology Allahabad, Prayagraj. I, and the Company, hereby agrees and undertake to ratify and confirm whatsoever the said "Attorney/Authorized Representative" quotes in the Bid, negotiate and signs the Contract with the "**MNNIT Aild**" and/or purports to act/s on behalf of the "Company" by virtue of this Power of Attorney and the same shall bind the Company as if done by itself.

IN WITNESS WHEREOF, I, \_\_\_\_\_ (Name and Designation of the Highest Authority of PMC), have signed these presents on this day of

**Witnesses:**

- 1. Signatures Name  
Designation  
Occupation
- 2. Signatures Name  
Designation  
Occupation

Signature of the Bidder with Date & Seal

**Appendix IV for Technical Bid**

| List of Projects costing more than Rs. 100 crore completed during last 05 years / ongoing |                 |  |                               |                    |                               |                        |  |
|---|-----------------|--|-------------------------------|--------------------|-------------------------------|------------------------|--|
| Sl. No.   | Name of Project | Type of Contract (Item Rate / % Rate / LSTK / EPC) | Value of Project (In RsCrore) |                    | Duration of Project in Months |                        | Brief description of the Project including Special features, Challenges and Remedial Measures adopted, Litigations, etc. |
| <b>Completed projects*</b>  |                 |  |                               |                    |                               |                        |  |
|   |                 |  | Estimated Cost                | Completion Cost    | Scheduled                     | Actual                 |  |
|   |                 |  |                               |                    |                               |                        |  |
|   |                 |  |                               |                    |                               |                        |  |
|   |                 |  |                               |                    |                               |                        |  |
| <b>Ongoing projects**</b>   |                 |  |                               |                    |                               |                        |  |
|   |                 |  | Estimated Cost                | Cost to Completion | Scheduled                     | Duration to completion |  |
|   |                 |  |                               |                    |                               |                        |  |
|   |                 |  |                               |                    |                               |                        |  |
|   |                 |  |                               |                    |                               |                        |  |

\* - Bidder shall submit supporting documents such as copies of Award Letter, Certificate of Satisfactory Completion of the projects, Actual duration and cost of completion of project, details of Arbitration case, if any, etc. from the client in respect of mentioned projects.

\*\* - Bidder shall submit supporting documents such as copies of Award Letter from the client and the present status in respect of mentioned projects.

**Note:** Bidder may attach additional documents to support challenges, remedial measures, etc. in respect of mentioned projects.



## BID SUBMISSION

The Offline bids (complete in all respect) must be submitted in **two separate** Envelops as explained below.

| S. No. | Bid                                    | Contents   |
|--------|--|--|
| 1.     | <b>Technical Bid<br/>(Envelop – 1)</b> | Technical Manpower ( 'A' as defined in clause 18 of the RFP)   |
| 2.     |  | Methodology understanding of Project and presentation on concept design ( 'B' as defined in clause 18 of the RFP)                |
| 3.     |  | Past Experience of the PSU ( 'C' as defined in clause 18 of the RFP)   |
| 4.     |  | Financial Capability ( 'D' as defined in clause 18 of the RFP)   |
| 5.     |  | Letter of Transmittal  |
| 6.     |  | Form 'A' –Form 'F' of Appendix-I along with supporting documents   |
| 7.     |  | GST, ESI and EPF Registration  |
| 8.     |  | Any other documents specified in RFP/Bid   |
| 9.     |  | Self-declaration for not been blacklisted or debarred by any Government and terminated on grounds of unsatisfactory performance. |
| 10.    |  | Form of Power of Attorney as per Appendix -III   |
| 11.    |  | Details of works as per Appendix -IV   |
| S.No.  | Bid                                    | Contents   |
| 1.     | <b>Financial Bid<br/>(Envelop – 2)</b> | Price bid should be submitted in format (Financial Bid Sheet as per Appendix -II)  |

Signature of the Bidder with Date & Seal

**<< Organization Letter Head >>**

**DECLARATION**

I / We, \_\_\_\_\_ hereby declare that all the information and data furnished by our organization with regard to this RFP document are true and complete to the best of my/ our knowledge. I / we have gone through the specification, conditions and stipulations in details and agree to comply with the requirements and intent of specification.

|           |  |  |
|-----------|--|--|
| <b>1</b>  | Name & Address of the bidder           |  |
| <b>2</b>  | Phone                                  |  |
| <b>3</b>  | E-mail                                 |  |
| <b>4</b>  | Contact person name                    |  |
| <b>5</b>  | Mobile number                          |  |
| <b>6</b>  | GST number                             |  |
| <b>7</b>  | PAN number                             |  |
| <b>8</b>  | UTR no. with date [for payment of EMD] |  |
|           | <b>BANK DETAILS</b>                    |  |
| <b>9</b>  | Bank name                              |  |
| <b>10</b> | Branch address                         |  |
| <b>11</b> | Branch telephone no.                   |  |
| <b>12</b> | MICR Code of the bank                  |  |
| <b>13</b> | IFSC code                              |  |
| <b>14</b> | Bank Account no.                       |  |
| <b>15</b> | Type of account                        |  |

We further declare that our organization has not been blacklisted / delisted or put to holiday by any Institutional agency / Govt. Department / Public Sector Undertaking in the last three years and all the information furnished in this proposal are true.

[Signature of the bidder]

Name .....