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Name of work: “Providing Project Management Consultant (PMC) Services for Construction & Development of the Agri Food Cluster campus at Mohali”

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Chapter 1: Preamble

- 1.1 The Government of India has established an Agri Food Cluster, comprising of (i) National Agri-Food Biotechnology Institute (NABI), and (ii) an independent Bio-Processing Unit (BPU)} as a world class autonomous institutions under the Department of Biotechnology (DBT), Ministry of Science & Technology. The new campus for the Agri Food Cluster is proposed to be constructed in the Knowledge City, Sector 81, Mohali, Punjab.
- 1.2 The National Agri-Food Biotech Institute (NABI), Mohali is presently operating from its interim facility at C-127, Industrial Area, Phase VIII, S.A.S Nagar, Mohali-1600071. NABI will be a centre of excellence for the application of plant genomics and biotechnology in agriculture, food and nutrition. The Bio-Processing Unit (BPU) will provide a real time interface between knowledge developing institutes, like NABI, industries and start-up companies in agri-food sector. BPU will function as a Section 25 company and have GMP facilities and pilot plant. The cluster will have a vibrant environment to nurture science, translational research and their commercialization.
- 1.3 The NABI Campus will have modern laboratories, animal house, library, auditorium and other ancillary buildings along with housing colony. The total covered area is envisaged to be in the range of 4,71,000 sq ft which will be constructed at an estimated cost of Rs. 290 crores, including external services & land development etc.

PMC will be appointed for NABI. Based on the satisfactory performance of PMC during execution of work for NABI, a decision to engage the same PMC to undertake PMC work for Bio-Processing Unit (BPU)co-located in the same campus may be considered. The total built up area of BPU is envisaged be in the range of 1,02,000 sq ft which will be constructed at an estimated cost of Rs. 50 crores, including external services & land development etc. The BPU will link the R & D system of NABI with a production facility and serve as an incubator for start-ups.
- 1.4 In order to establish the new campus, NABI has already appointed an architect, who has to prepare urban design, master plan, detailed designs, drawings and estimates of buildings, external services, site development works and Landscape designs etc. The scope of work of Architect is enclosed at '**Annexure-I**'.
- 1.5 It is proposed to engage a Project Management Consultant (PMC) to act as "Engineer-in -charge" on behalf of NABI for handling execution of development & construction works of the new NABI campus. The planning and designing work of new campus will be done by the Architect already appointed by NABI, under the overall control and supervision of PMC. The PMC work will be titled "**Providing Project Management Consultant (PMC) Services for Construction & Development of the Agri Food Cluster campus at Mohali**". The scope of work of PMC will include scrutiny of design, drawings, estimates, tenders, etc., appointing contractors through competitive bidding system and getting the construction activities executed. The engagement / selection of PMC will be done based on selection amongst the short-listed PSU's by NABI.
- 1.6 For the designs and drawing work, the Architect already appointed by NABI will report to PMC. PMC on behalf of NABI, will superintend and perform all duties as stipulated in the agreement between NABI and Architect. Fee payable to Architect will be borne by NABI.

1.2 Selection Process of Project Management Consultants:

The PMC will be selected based on the technical bid, financial bid and presentation, which each PSU short listed by NABI, is required to make before a committee. There will be a marking system and technical, financial bid and presentation will have 60%/20%/20% weightage respectively. PSU with the highest marks after final evaluation will be selected as PMC.

1.2.1 Objective of Presentation

The objective of the presentation is to appoint a Project Management Consultant having innovative construction management approach to the project, befitting to this contemporary era of globalization endowed with modern concepts by using time-bound cost effective technologies.

1.2.2 Eligibility

PSUs which have undertaken (initiated and completed) PMC works for at least one project of at least Rs.100 crore during the past 10 years will be eligible for participation in the selection process.

1.2.3 Technical Bid

The eligible PSUs will be further shortlisted by NABI with marks as below:-

- (i) 05 marks for providing PMC services for each completed project of more than Rs. 100 crore including the first project considered essential as eligibility criteria.
Maximum marks: 30
- (ii) 05 marks per year for the PSUs which had been profit making during the last three years.
Maximum marks: 10
- (iii) 05 marks for each of the PMC projects having been completed within the specified time.
Maximum marks: 30
- (iv) 05 marks each for similar projects of Rs. 100 crores and above. (Similar projects will mean R&D Institutes, University Campus having R&D facilities, hospitals, National Laboratories, etc. and other research institute-cum-campus having functions similar to NABI). The PSUs can relist and claim marks for projects similar in nature as defined above even when the same have already been listed at (i) above.
Maximum marks: 30

Based on the above criteria the Screening Committee will decide the number of applicants to be invited for making a presentation before the Selection Committee. The weightage of this technical bid towards final evaluation shall be 60%.

NOTE: In case where the entire project is yet to be completed but the successfully completed and commissioned part of the project meets the criteria of ₹ 100 crore as laid down above, the PSU's may list the same along with appropriate certificate from the owner as to the satisfactory completion and commissioning of the said part of the project.

1.2.3.1: Technical Bid checklist.

1. Details of similar projects handled by PMC (initiated & completed in the last 10 years) accompanied with project report indicating management planning, time schedule, completion certificates, photographs etc.
2. List of projects in hand with PMC with description of projects, cost, time limit, targets etc.
3. Certified copies of Audited Balance Sheet & Income Tax Returns for the last 3 years immediately preceding FY-2011-12.
4. Report explaining PMCs approach particularly to this project describing implementation strategies starting from conceptualization, phasing, development approach, time management etc.
5. Time schedule for complete development of total project in the form of BAR CHART.
6. Alternate models / methodology, phasing and development strategy.
7. PMCs strategy for quality control on the project
8. List of Experts with PMC, to be made available for this project.
9. The composition of the core team to be deployed on permanent basis to act as PMC. The number of officers and their levels may be indicated.
10. An undertaking that team deployed for the execution of the project will not change without the prior consent of NABI.

1.2.4 **Presentation**

The salient features of the project are given in Para 1.1 (Preamble). The details of the total project are available in the chapters to follow. Master Plan is also available on NABI website <http://www.nabi.res.in>. PSU/Govt. Consultancy firms are advised to visit the site before submitting the EoI. The pre-qualified PSUs will cover the following aspects in their presentations:-

- (i) Methodology of handling Project Management Consultancy of a project of similar type, size & magnitude bringing out complex nature of the project and expertise of PMC in handling it including the client management interface and progress reporting process to be illustrated through sample reports for past successfully executed projects – Max 5 marks.
- (ii) Company's turn over and net worth along with an overview of PMC capabilities in handling project of this nature specifically the extent to which the PMC can offer value addition to the project to improve cost controls, adherence to timelines, efficiency and quality – Max 5 marks.
- (iii) Vision and management planning to be adopted for completion for this project on broad basis but specially bringing out the manpower proposed to be deployed on the project and also highlighting the proposed manpower to be deployed full time on site for proper and effective monitoring. – Max 5 marks.

- (iv) PMCs internal project management with details of the laid down procedures for sub-contractor management, claim avoidance and arbitration – Max 5 marks.

The Selection Committee may choose to visit the works of the applicants to make the above assessment.

The presentation by each PSU should be of 30-45 minutes duration. PSUs will be provided Power Point projector / media for making presentations. The weightage of presentation evaluation towards final evaluation shall be 20%.

1.2.5 Financial Bid:

i) All the participants will be required to quote their consultancy fee on per square foot of built up area basis, inclusive of all costs and charges except statutory levies, levied by the Government like service tax etc. for providing their Project Management Services. These levies and taxes if paid by PMC then these shall be reimbursed by NABI on actuals. The development and external works of full site of 50 acres as detailed in Clause 2.2 are excluded for measurements in built up area but for designing, planning and execution of these works fee shall be included by PMC within the sq foot rate of built up area in the campus.

ii) The PMC fee will not include the Architect's fee for his services as the same has been taken care of in the agreement between NABI and the Architect. The cost of the project contingencies like advertisement of the NIT in the press, municipal fees for approval of drawings and project from Government Authorities etc will be borne by NABI.

iii) The built up area for the purpose of payment of consultancy fee will mean the area of building constructed above plinth level on ground floor and upper floors of all buildings in the campus as detailed in clause 2.2.

iv) The Financial Bid will be submitted by the PSUs in the specified proforma as per Annexure-II in a sealed cover along with the Technical Bid.

v) It may be noted that Financial Bids of only those PSUs will be opened and considered whose Technical Bid & Presentation are found acceptable by the Selection Committee. The weightage towards final evaluation for the financial bid shall be 20%.

vi) Bids shall be valid for a period of 90 days from the date of submission of bids.

1.2.6 Instructions for submission of Technical & financial bid:

Envelope-1: Technical bid should include all accompanying documents, reports, photographs, time schedule, management planning etc. in a sealed cover.

Envelope-2: Financial bid as per the format enclosed in the annexure should be packed together in a plain brown paper and sealed.

Envelope-3: This will contain Envelope-1 and Envelope-2 and shall be sealed. The envelope shall also include duly filled in Check-List as per the format given in Annexure-III at the end of this document. This envelope should be superscribed with the name of the project, date & time of submission and either hand delivered at the National Agri-Food Biotechnology Institute, C-127 Industrial Area, Phase VIII, SAS Nagar, Mohali or sent regd. Post /speed post/ courier to reach NABI as per time schedule given in para 1.2.10.

1.2.7 Disqualification

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

- a) If received after the last date and time.
- b) If the bidder disregards any of the terms & conditions of the bid and/or leaves any ambiguity in calculation of the consultancy fee
- c) If the participants attempts to influence any member of the selection board.
- d) Conditional bids.

The decision of the selection committee in the matter of disqualification shall be final and binding on the firms.

1.2.8 Termination of the bid

a) Against all expectations entertained by NABI, Mohali, if none of the participating firms could be declared by the selection committee as the winner of the bid, the bidding will be regarded as terminated.

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

1.2.9 Award of Work

The work of Project Management Consultancy (PMC) services will be awarded as per recommendations of the Selection Committee to the highest scorer by following the given formula: -

Marks Scored in technical bid evaluation – out of 60 + marks scored in the presentation – out of 20 + marks scored in evaluation of the financial bid – out of 20 (where the L-1 bidder shall be given 20 marks and other bidders shall be assigned marks proportionately). In case more than one PSU scores similar final marks, then the bidder whose marks in the technical bid are the highest, will be awarded the PMC work. Upon award of work NABI will issue a Power of Attorney to the PMC to act as PMC on its behalf, if requested by the PMC.

1.2.10 Settlement of Disputes

The decision of the Selection Committee shall be final & binding on participating firms. In the event of any dispute related to the judging procedure or the recommendation of the selection committee the settlement will be done by sole arbitration of the Executive Director, NABI or by the arbitrator appointed by him without recourse to the legal authorities.

1.2.11 Time Schedule

1. Issue of PMC document containing Scope of work with terms & conditions 30/04/12.
2. Date and Time of pre-bid meeting at 11.00 AM on 21.5.2012.
3. Issue of revised PMC document 28.5.12
4. Date & time of submission of technical & financial bid (up to 3.00 P.M.) 20/06/2012
5. Date of presentation by firms----- to be intimated on later stage separately

1.2.12 Additional Information:

- The Executive Director, NABI reserves the right to :
 - i) Postpone and / or extend the date of receipt of or to withdraw the bidding notice without assigning any reason thereof, entirely at the discretion of the NABI. In such an event, consulting firms shall not be entitled to any compensation in any form, whatsoever.
 - ii) Reject or accept proposals; and

iii) Cancel the bidding process and reject all or any of the proposals and will not be bound to accept lowest or any proposal or to give any reasons for the decision in the consultation with the Selection Committee.

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

CHAPTER 2: INFRASTRUCTURE

2.1 Introduction

Agri-Food Biotechnological research and development is a multi-disciplinary activity where various R & D divisions are intricately linked to each other.

2.2 General Information

2.2.1 The total plot area is 50 Acres (35 Acres for NABI and 15 Acres for BPU). Total built up area proposed for NABI campus at the proposed site is approximately 4,71,000 sq. ft. The term built up area wherever used in this document shall mean the Built up area immediately above the plinth level at ground floor and upper floors in all the buildings in the campus but does not include the following development and external services for the entire 50 acre plot:

- a. Garden, rockery, well and well structures, plant nursery, green houses, waterpool, swimming pool, platform round a tree, tank, fountain, bench, chabutra with open top and unenclosed on sides by walls and the like;
- b. Drainage culvert, conduit, catch-pit, gully pit, chamber, gutter and the like; and
- c. Compound wall, gate, slide/swing door, canopy, covered walkways and the areas covered by chajja or similar projections and staircases which are uncovered and open at least on three sides and also open to sky.
- d. All external services.

All the above exclusions from the built up area is for the purpose of measurement only, however for planning, designing and execution of these works the PMC fee will be included in the built up area measurable as per above.

2.2.2 The Institutional buildings comprise of:

Sr. No.	Name of Building	Covered Area
1	Main Building	2,25,000 sq. ft.
2	Seminar Rooms	6000 sq. ft.
3	Auditorium	5000 sq. ft.
4	Boys Hostel	25,000 sq. ft.
5	Girls Hostel	25,000 sq. ft.
6	Guest House	12500 sq. ft.
7	Substation	8000 sq. ft.
8	Staff Quarters	1,30,000 sq. ft.
9	Animal House	2000 sq. ft.
10	Canteen	30,000 sq. ft.
11	5 Bedded Hospital	2500 sq. ft.

The above areas are tentative and may vary keeping in view the requirements and actual ground realities. While the infrastructure at Sl.No.1 to 7 is for NABI, that at Sl. No. 8 to 11 above is common to NABI and BPU. This total infrastructure is to be undertaken at this stage.

2.2.3. Research and development laboratories should be interconnected and conform to latest international standards. The basic lab module would be having bench space with utility services and lab interiors designed on modular basis allowing reconfiguration if required. Space for group leader's office for each functional unit to be located adjacent to the wet lab area.

2.2.4. All sophisticated equipments will require dust free environment with state-of-the art facilities.

2.2.5. General requirements namely Telephone Exchange, Auditorium, Lecture Rooms, Stores, Security, Cafeteria, Recreation Room, Waiting Room, Ladies Common Room, etc are included in the overall Scheme.

2.2.6. The laboratory animal unit shall conform to animal welfare Rules and CPCSEA (Committee for the Purpose of Control & Supervision of Experiments on Animals) regulations. Separate environment controlled green houses and glass houses will be provided as per the recombinant DNA guidelines by the DBT. The project will ensure energy and water use optimization.

2.2.7. A separate stores facility shall also be provided for hazardous chemicals.

2.2.8. The site of work is already available and PMC can start the project work immediately on its appointment.

CHAPTER 3: The Site

3.1 Introduction

The construction of New Campus of NABI is proposed at The Knowledge City, Sector 81. For project management consultancy, it is necessary that topographical information about the proposed site & the surrounding area is collated through physical inspection of the site by the PMC for first hand detailed information. The total land area within the boundary walls is 35 acres for NABI and 15 Acres for the Bio-Processing Unit. Presently the buildings are being constructed for NABI and the total plot of 50 acres will have development and external services. This scope of work is presently in the Architect's and the PMC's scope of work.

3.2 Features / Details of Plot:

The following are existing within the plot area and have been marked / located on the Survey plan (Drawing No: 01/SUR):

- i) One overhead electrical H.T Line supported by 2 pillars/poles.
- ii) One overhead electrical L.T. Line supported on 4 poles.
- ii) Trees inside the plot were shown in the Survey Plan.
- iii) 5 nos. old & damaged structures.
- iv) Three paths
- v) Two Bore Wells.
- vi) One underground sewer line.
- vii) One old well.
- vii) Two Old and now in disuse small religious structures.
- viii) Three tower footings.
- ix) Choe (nallah) running in the north to south axis.

3.3 Outside Features:

- i) One proposed 200 feet wide Sectoral Road along the North-West boundary wall.
- ii) Plot is presently surrounded by village Mauli Baidwan on the North side & Proposed BPU Campus on North East, IISER Campus on the South and Biotech Park on the South West Side.
- iii) Sewer line is entering from the North East and exits towards the North West and runs along the boundary wall in the entire length.
- iv) One path runs along the South west and Northerly perimeter.

CHAPTER 4: SCOPE OF PMC SERVICES

SERVICES TO BE PERFORMED BY PROJECT MANAGEMENT CONSULTANT (PMC)

4.0 Broad Scope of Work

4.1. PMC will act as 'Engineer-in-Charge' on behalf of NABI for implementing the project. The activities under the scope of work of PMC shall broadly include but not limited to the following:

- PMC will plan, coordinate and execute the activities leading to the construction of buildings and campus developments on NABI site. All the activities from conceptualization till the completion of buildings & their handing over to NABI will be taken care of by PMC. All functions, other than those assigned to the Architect as per scope of work given in Annexure-I, required for developing the total infrastructure till handing over of the completed buildings and other infrastructure of the campus, will have to be performed by the PMC.
- PMC will review, study and analyse the briefs, designs, concepts, preliminary & detailed designs, estimates, BOQ for tender documents etc. submitted by the Architect before recommending them for approval of NABI. Thereafter, PMC issue NIT, process & award the works and get them executed as per specifications & requirements approved by NABI by following applicable Govt. procedures.
- As Engineer-in-Charge, the Project Management Consultant will award the work to the Contractor for timely execution/completion of the projects based on functional requirement of NABI after approval of NABI. In addition to this PMC shall also administer the Works Contract and ensure that the contract clauses whether related to quality or quantities of work are respected and the works are executed in accordance with its provisions.
- PMC will be required to superintend and perform duties as Engineer-in-Charge on behalf of NABI as stipulated in the contract between NABI & Architect. The PMC will supervise the construction work to ensure adherence to the drawings, prescribed high standards of quality and timely completion of the project and verify and certify the contractor's bills and monitor the progress of the work.
- PMC will make all engineering decisions including necessary correspondence with architects, contractors etc required for the successful and timely implementation of the Project.
- PMC will ensure adherence to relevant PUDA norms, CPWD specifications, BIS codes, CVC guidelines, environment and other regulatory requirements and will also ensure observance of all formalities/ documents/ day to day activities as defined in CPWD Works Manual for execution of 'Works Contract' and as directed by NABI from time to time.
- In case of any bottleneck in execution of the project arising out of any activity in the scope of work of the Architect, PMC will undertake such an activity so that the project does not get delayed or struck up. It is, therefore, desirable that the PMC may thoroughly study the scope of work of the Architect attached as Annexure-I before participation. If PMC conducts any work which is under the scope of work of the architect, the same will be reimbursed to PMC at the same rates as payable to the architect and the same shall be deducted from the fee payable to the architect. The decision of NABI in the above matter shall be final and binding on the architect.
- PMC will perform the function as 'Engineer-in-Charge' as enumerated in the Works

Contract with the exception of the following for which PMC will seek prior approval of the NABI:

- a) Issuing/approving variation orders which have additional financial implications, as reasonably determined by the Project Management Consultant;
- b) Approving rates for new items of work or for existing items of work which deviate in quantities beyond the limits defined in the contract;
- c) Approving the extension of time of completion of the works stipulated in the construction contracts.

- NABI may at its discretion, hire the services of an independent agency for quality audit for checking and ensuring the quality of construction to which the PMC will render due assistance in discharge of their duties.
- The construction work is open to technical/quality audit/ financial audit by any authorized Government agency to which the PMC will render assistance in discharge of their duties.
- PMC shall be fully responsible for quality control and shall put in place such measures as are essential for ensuring regular on site quality checks. The PMC shall make provisions in the tender documents for third party test of materials and any equipments (preferably from a Government Institute like IIT/NIT/PEC etc). The cost of such third party tests shall be reimbursed to the contractor as per actuals, only, if the test results are within the acceptable parameters.
- The project shall be headed by the sufficiently senior and competent person having relevant experience and of impeccable integrity. The PMC shall submit the tentative organization chart for managing the project so that appropriate decisions are taken quickly. However, the actual number of technical personnel to be deployed and the deployment schedule shall be prepared by the PMC and mutually agreed upon after award of work. This schedule shall be prepared in a manner that all the functions required to be performed by the PMC as per the scope of their work are performed completely and efficiently. The deployment schedule shall be reviewed from time to time and necessary revisions / adjustments shall be made in the schedule as may be found necessary on the basis of joint assessment of the site requirements by the NABI and the PMC. The Project Head and other officials assisting Project Head shall not be changed during the implementation of the project except with concurrence of NABI. The decision of the NABI, however, shall be final in this regard.

4.2 **Description of PMC Role in various stages of the Project**

The PMC shall be responsible for complete management and construction supervision of all the activities of the projects. PMC would be required to perform broadly the following activities at different stages of the project:

4.2.1 **Review & Preliminary Proposal Stage.**

- Review, study and analyze the brief & design concept provided by Architects to ensure that these are in conformity with the requirements & needs of NABI.

- After the receipt of drawings and preliminary estimates from PMC the entire proposal will be processed by NABI for administrative approval of competent authority. Further work beyond this stage will be taken up by PMC only after NABI conveys its administrative approval. In case the administrative approval is not given by the competent authority of NABI/DBT then the work will be terminated as per Article 13 of Chapter 5 under ‘General Conditions of Contract’
- PMC will issue NIT, process and award the works (Internal & External) and get them executed as per specifications & requirements approved by NABI generally on provisions of CPWD Manual by following applicable government procedures.

4.2.2 Pre-Construction Stage

- Discussions with NABI and finalization of project brief including illustrating the NABI’s requirements.
- Preparing detailed PERT/CPM charts.
- Analysis for the various project related activities with reference to time frame, resource allocation & scheduling using latest techniques and software as approved by the NABI.
- Cash flow chart.
- PMC will be responsible for checking the structural designs prepared by Architect. The designs can be checked by the PMC either in house or through a third party like IIT/NIT/PEC or other reputed engineering colleges. In case of third party check the fee shall be borne by NABI as per actuals.
- Checking of the Architectural, technical specifications, services and all other drawings to ensure their completeness/correctness.
- Checking of bill of the quantities prepared & submitted by the Architect including cost estimates.
- Process the pre-qualification of vendors generally as per CPWD guidelines by following applicable government procedures :-
- Finalize the drawings / designs received from the Architect based on the results / reports of soil investigations and hydrological studies.
- Hold vendor interaction meetings, pre bid meetings and ensure clarity on queries generated.
- Analyze the received bids for award of work for various packages of Project after approval of its competent authority & inform NABI about award of work.
- Furnish Financial & Physical progress reports as required by NABI based on predetermined formats & time schedules.
- Receive and open the bids and process further for award of work.

4.2.3 **Construction Stage:** PMC shall execute the project in a time bound manner and hand over the building/ other works complete in all respect certified by NABI within the time limit of 36 months starting from the 10th day of issue of award letter. PMC shall ensure that no time and cost overrun occurs.
 PMC shall provide Construction Management Services from the start of construction upto commissioning and handing over of the project to the NABI for use. It shall also be the responsibility of the PMC to liaise and coordinate with

various agencies for smooth execution of the project. Responsibilities of Project Management Consultant for construction stage shall, inter-alia, be as under:

- Assemble multi-disciplinary construction management team as approved by NABI and have detailed interaction with the architect and the contractor's Project Team on behalf of the NABI to initiate all preliminary actions and mobilization.
- Prepare detailed coordinated construction schedule.
- To ensure that the construction drawings are finalized after coordination with other disciplines and all agencies to have clear demarcated responsibility.
- Check and finalise contractor's detailed programme of activities commensurate with the Tender provisions.
- Check and approve all contractors, sub-contractors and agencies for carrying out the works.
- Signing of Contract with Contractors.
- Day-to-day supervision of work to ensure proper quality, workmanship and timely completion of the work by employing adequate number & level of engineers & supervisory staffs as per sound engineering practice. PMC will also depute its financial officers as a part of the project team for vetting / checking of the bills.
- Checking fabrication drawings, bar-bending schedules and all other architectural/Structural details during construction.
- Conduct site meetings & coordination meetings with all agencies for timely completion of the project.
- Carry out quality assurance checks & adhere to maintain quality reports.
- Provide effective coordination between various agencies working at the site and the Architects to ensure timely availability of the inputs required for un-interrupted construction at site all in accordance with agreed programme of the activities.
- Fully responsible for getting the project work executed as per drawings & specifications and should also ensure completion of job, quality expectations, within sanctioned cost outlay of the project. In case of any deviation from the preliminary approved drawings during execution of the works, the same shall be referred to NABI for approval.
- Rendering timely advice for implementing special measures for effecting cost/quality/time benefit for the project.
- Interact & Liaise with NABI to understand, integrate and link the services to the building services.
- Provide detailed justification for necessity of changes in terms of design, quantities, and specifications etc. & obtain approval thereof from NABI. In case there is likelihood of excess expenditure over the approved preliminary estimates at any stage of work, PMC shall submit revised detailed estimates along with justification for effected items of work for approval from NABI. NABI shall release further funds as per these approved revised estimates.

- Provide quick clarifications to designs or details that have been provided vide drawings or immediate solutions to the clarifications sought by the Vendors/Contractors.
- Check and inspect testing of materials and work as required. If so required, testing and checking of manufactured items have to be carried out at the manufacturer's factory as per provision in the Contract.
- Drawing up and putting in place a Quality Assurance Plan as well as a Safety Assurance Plan along with an appropriate and efficient mechanism to ensure their effective implementation at site.
- Checking and Certification of contractors running and final bills of the works executed for the purpose of payment to be released to the construction agencies.
- Review & approve rates for new items of work or for existing items of work which deviate in quantities beyond the limits defined in the contract with the approval of the NABI for additional costs/expenditure.
- Provide contract administration services of all Contract Agreements and devising a suitable dispute - resolution mechanism to facilitate a quick and amicable settlement of disputes, if any.
- To reply and settle the observations/objections/ paras (if any) of the Chief Technical Examiner, Audit or any other checking / investigating agency of the Govt.
- Final inspection, snagging, supervision of testing and commissioning of various systems and assisting the NABI in taking over of various parts of works and of various systems.
- Generate and submit to the NABI time-to-time progress reports in the agreed formats and at the agreed frequency. For this all the necessary data relevant to the execution of work including materials brought and consumed at NABI site, hindrances if any, NABI records of daily labour deployed etc. shall be maintained.
- The PMC shall have the overall responsibility of getting the approvals/NOC's/ connections etc for all services including power ,water ,sewer, drainage, fire fighting, lifts, DG set etc from government authorities. PMC may include this work in the scope of respective contactors but will ensure that all or other such connections or clearances are all obtained well in time before handing over the buildings & services to NABI.
- PMC shall also apprise the NABI of the progress and/or activities of the project on weekly/fortnightly/ monthly basis as deemed fit by NABI by preparing and submitting monitoring reports. The report shall inter-alia include the following:
 - (a) Name of Project, NABI, Project Management Consultant, Architect and Contractor
 - (b) Scope of Works of Contractor
 - (c) Date of Commencement/ Date of Completion: Scheduled &Actual
 - (d) Major Issues and Decisions Pending including Drawings Constraints (if any), Site

Constraints (if any), Equipment Constraints (if any)

(e) Status of Progress of Work: Cash Flow Chart, L.O.B. Chart & Bar Chart

(f) Areas of Concern

(g) List of Registers Maintained by PMC

(h) Labour Deployment Chart

(i) List of Equipment Mobilised at Site

(j) Materials/Personnel at Site

(k) Status of Payment to Contractor

(m) Quality of Material / Tests

(n) Cost Split Up of the Package

(o) Photographs of the Site

(p) Site Order Book

(r) Visitor's Site Inspection

- For all contracts awarded by PMC, the payment will be released by PMC, and the NABI shall not be responsible and liable for any liabilities and defaults of PMC with any other third party.
- Ensure all statutory inspections and checks.
- PMC shall be fully responsible for dealing with the Arbitration cases, if any, for contracts entered between various agencies. PMC will prepare claims/ counter claims, attend hearings and provide all necessary assistance to the Arbitrator till final settlement of disputes which shall be as per PMC's own procedures by following Arbitration & Conciliation Act 1996. It shall be the sole responsibility of PMC to defend the case provided there is no fault / negligence / delay on the part of NABI on any matter whatsoever for which dispute has arisen between two parties. The cost of arbitration / litigation, and award if any, arising out of any arbitration due to reasons attributable to PMC shall be borne by PMC. The PMC shall have to bear the cost of award and litigation/arbitration for reasons attributable to PMC. However expenditure during the arbitration proceedings can be met from the project funds with the approval of NABI. PMC shall take all necessary steps to safeguard NABI interest while awarding the works to the contractor.

4.2.4 Post Construction Stage

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

(i) Settlement of all accounts of the contractors.

- Witness testing & commissioning of all utilities and certify the same.
- Provide project completion report which shall contain all technical and financial information of the project.
- Co-ordinate with vendors/ contractors and arrange for user operation & maintenance manuals and training to client's representatives. All warranties and guarantees on equipments/fixtures etc procured by the contractors shall be in the name of NABI and

appropriate clauses will be inserted in the tender documents by PMC in this regard. For specialised works like lifts ,air conditioning, DG sets, power substations ,fire fighting etc a 3/5 year operation and maintenance provision may be included in the tender documents by PMC with the stipulation that after handing over of these works NABI shall enter into a supplementary agreement for operation and maintenance with the contractors on same terms and conditions.

- Provide adequate engineering and supervisory staff for day to day inspection / monitoring of works and during Defect Liability Period and issue of timely notice to vendors/agencies for rectification of defects, if observed.
- Settling the Audit /CTE's Observations and Arbitration cases etc, if any.
- Provide all documents / reports / statements of facts / counter statements of facts for settling Audit / CTE's observations and arbitration cases etc. including attending the hearings as and when required by the NABI and providing necessary support as may be required by the NABI from time to time.
- Any other activity that is deemed necessary for the project execution & completion, but not included in the above-mentioned list shall form the part of scope of work of the PMC and the decision of NABI shall be final in this regard.

4.3 Payments to Contractors / Vendors

- NABI will release upto 25 % (Twenty five percent only) of total estimated cost of the project as advance as initial deposit based on the request of the PMC with projected expenditure in the next 2-3 months. No TDS on advance deposit shall be deducted unless required by Law. Out of this deposit received, PMC will release the payment to the various agencies. Whenever about half of the initial deposit is spent by PMC, NABI shall provide additional funds on demand by PMC for timely completion of works. At any time PMC is not expected to spend its own funds for the project.
- The PMC will open a separate project account. If any interest or income accrues on the deposit/advance given by NABI, then the same shall be credited to the project account by PMC. The surplus funds will always be kept by PMC in the project account. If required the PMC can keep the surplus funds in the project fund as safe deposits. Penalties levied if any, on the contractor/architect/any other agency shall also be credited into this account.
- At the end of each financial year and after the execution of the work an expenditure and utilization certificate will be forwarded by PMC, duly audited by its finance, in an approved CPWD format. Copies of the final bills after release of payment to the contractor for each contract between PMC and contractor will be supplied to NABI for reference and record along with all test certificates, guaranty and warranty cards of equipments, systems, tools etc.

4.4 Working procedure during Implementation of the Project

- To ensure proper performance of all activities regarding construction of the projects, the PMC shall have his office at or near the Projects site at its own cost. The PMC shall have the required dedicated personnel stationed there after the approval of NABI so that they are available for interaction all the time. No site personnel shall be transferred/ withdrawn without the consent of the NABI. Similarly prior to induction new personnel on the Project site, the approval of NABI shall be obtained.
- PMC shall check all architectural, structural and services designs & drawings along with preliminary & detailed estimates. PMC shall ensure self sufficiency of tender documents to eliminate any discrepancy between the intent of the specifications those of the various items of BOQ and Estimates etc. based on architectural drawings.

- PMC shall call the tenders, and award the work to contractors / Vendors as per its approved procedure.
- Maintain records as per PMC's "Quality plans" finalized during execution of the works. On the completion of the project, records shall be handed over to NABI.
- Checking and inspection of quality of materials and workmanship, deployment of Labour force of the contractor and giving suitable instruction for proper execution of works.
- Certification of Quality, measurements & bills of all contractors/ agencies/ vendors as per the terms of the order placed by PMC.
- Administration of all contracts and resolve differences and disputes, if any.
- Final inspection, checking/ supervision of testing, commissioning of various systems and assist NABI in taking over of various parts of works and of various systems.
- PMC shall appraise the progress and/ or activities of the Vendors & project on monthly basis in review meeting and prepare and submit Progress Reports as per approved format.
- PMC would be responsible to have all mandatory tests on materials carried out at various stages as per applicable codes of Bureau of Indian Standards & maintain such records.
- An exceptional report for failure of tests (if any) along with remedial/ corrective action.

4.5 **Other Responsibilities of PMC**

- Settlement of all accounts of the contractors including reconciliation of materials supplied to the contractors if any.
- Ensuring of defect liability activities by the contractors during the respective liability periods.
- Organizing/providing all operation and maintenance manuals through contractors and training to the NABI staffs.
- Preparation of Final Report, which shall contain technical & financial information of the project.
- Records related to the PROJECT & maintained by PMC during PROJECT execution shall be handed over to the NABI on completion of the PROJECT.
- PMC will ensure all possible mandatory tests at site.
- Checking & finalization of final estimates, assisting in the audit/ technical observation, etc. (if any)
- Conduct Arbitration matters between various agencies till final settlements of disputes
- PMC shall prepare draft replies and get it vetted from NABI in replying to the observations made by CTEs branch/ CAG Audit/ Vigilance etc., if required.
- PMC shall handover the campus complete in all respect, free from all encumbrances including the vacation of temporary workers' hutments etc. at site, if any to the NABI.
- PMC shall maintain all registers/records during execution of works as stipulated in CPWD Works Manual 2010.
- At the end of every financial year and at the end of the project, PMC shall submit an expenditure and utilization of funds statement in the format of CPWD Manual as per the prescribed procedure laid down in 4.3.

4.6 **Obligation of NABI**

- The NABI shall designate in writing a representative or representatives, authorized to act on its behalf with respect to the project. This designated representative shall interact with PMC on all matters.

- To provide assistance to the extent possible to PMC for obtaining electrical and water connections.
- All contracts for execution of construction works shall be signed by PMC with various agencies. The following clause shall be added in the contracts to be awarded by PMC.
- “PMC is awarding this work on behalf of NABI. In case M/S..... (PMC) ceases the PMC, the right & responsibility of M/s (PMC) in the contract shall get transferred to NABI & NABI or their nominated agency shall operate this contract.”
- NABI shall hand over the site to PMC for execution of the work.
- To bear the costs of project contingencies like advertisement of NIT in PRESS and municipal fees for getting approval of the drawings and the project from the Government Authorities.
- To pay bills of PMC duly pre-audited and certified by PMC preferably within 10 working days of their submission.

4.7 **Time of Completion of the Project.**

- The Project Management Consultant will get the entire project completed within a period of 36 months. The time shall commence from the tenth day of award of work to PMC and it will be expected to achieve progress on pro-rata basis as agreed between NABI and PMC. The PMC will be required to prepare the detailed time schedule based on the total completion period of three years for the project. The entire project will be divided into activities and events and CPM/ PERT charts will be prepared by PMC. Monitoring on monthly basis will be carried out by them. PMC will submit monthly monitoring of progress to NABI along with their events, PERT chart and expenditure milestones and recommendations. In case of delays in any activity then the PMC will suggest & recommend remedial measures in order to get the project completed within stipulated time.

CHAPTER 5: The General Terms and Conditions of Contract

ARTICLE 1: DEFINITION

For the purpose of this CONTRACT, unless otherwise specified or repugnant to the subject or context, the following terms shall be deemed to have the following meanings:

- 1.1 PROJECT MANAGEMENT CONSULTANT (PMC) shall mean ----- having its registered office at -----.” who shall be the implementing/executing agency for construction work by following its own approved procedures. PARTIES shall mean OWNER and PMC each one individually referred to as PARTY.
- 1.1.1 “ARCHITECTS” shall mean the firm of architects engaged for the PROJECT, within the expression shall unless repugnant to the context or meaning thereof includes Director/Directors of the firm, the survivors or heirs, executors and administrator.
- 1.2 "AUTHORISED REPRESENTATIVE" shall mean the representatives of "OWNER" and/or PMC as the case may be who are duly empowered and authorized by their respective organisations to act for and on their behalf.
- 1.3 "CONTRACT" shall mean this CONTRACT including all Annexures hereto and all documents herein attached and amendments which the PARTIES may hereafter agree in writing to be made to this CONTRACT.
- 1.4 “CONTRACTOR” shall mean the agency (ies) appointed by NABI for executing various civil & services works.
- 1.5 "DATE OF ACCEPTANCE" shall mean the date on which OWNER confirms written acceptance of PMC’s SERVICES after having completed them in all respects. In case owner fails to confirm in writing acceptance of PMC services then within 90 days of completion of the said services it shall be deemed to be accepted.
- 1.6 "OWNER" shall include NABI, its successors and permitted assigns
- 1.7 "PARTIES" shall mean OWNER and PMC each one individually referred to as PARTY.
- 1.8 "PROJECT MANAGEMENT CONSULTANT (PMC)” shall mean having its registered office at
- 1.9 “PROJECT “shall mean the buildings, other facilities & allied works for the use of NABI & to be constructed at NABI Main campus, Sector 81, Mohali.
- 1.10 “PROJECT COST” means the assessed cost of the project excluding the cost of land, PMC fee, Architect Fee and Payments made for statutory approvals.
- 1.11 "SERVICES" shall mean the responsibilities to be discharged by PMC for fulfilling its obligations under this CONTRACT.
- 1.12 “Engineer-in-Charge” shall mean the PMC or any other agency so designated by NABI.

ARTICLE 2: COMPLETION OF PROJECT

- 2.1 When the construction of all the buildings along with other site development works are completed in all respects i.e. all civil & services works are completed, equipments installed & aligned, and statutory approvals obtained etc., PMC shall notify the OWNER in writing that the Project has been completed in all respect.
- 2.2 Upon notification of completion of buildings/works in writing by PMC, NABI will inspect the same prior to the occupancy. Any defects observed shall be informed to the PMC at the earliest and within 90 days. . The PMC shall ensure the rectification of such defects prior to the occupancy at no extra cost to the owner.
- 2.3 The date of acceptance by NABI as aforesaid along with No objection certificate (NOC) for occupation from statutory authorities) shall be deemed to be the date of completion of the Project (hereinafter called COMPLETION) for the purpose of this CONTRACT. However this does not exclude the responsibility of the PMC to obtain the completion certificates through Architect and submit to the owner and also their responsibility for the defect liability period.

ARTICLE 3: CHANGES AND ADDITIONS IN PMC SCOPE OF SERVICES

OWNER shall have the right to request PMC in writing to make any changes, modifications, deletions and/or additions to PMC scope of SERVICES. PMC shall consider such written requests and will work out the estimate of price and time adjustment on account of such changes, modifications, deletion and/or additions sought by OWNER. Unless PMC receives written authority from OWNER with agreement on variation in prices and time schedule, PMC will not be obliged to proceed with any such variation in the scope of SERVICES.

ARTICLE 4: DRAWINGS AND DOCUMENTS

OWNER shall use all drawings, designs, specifications and documents including transparencies prepared by Architect and PMC for the purposes of construction, operation and maintenance of the building.

ARTICLE 5: GUARANTEES AND LIABILITIES

- 5.1 PMC guarantees that the SERVICES as specified/described under the scope of PMC in this CONTRACT, and technical documents to be developed by PMC shall be in accordance with sound and established engineering practices, using International Standards and Indian Codes and Regulations, (government) wherever applicable, for the purpose(s) specified, free from defects and suitable for respective uses intended.
- 5.2 LIMITATION OF LIABILITY

Except where otherwise specified in PMC scope of work PMC's 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 getting the things rectified without additional fee to the owner.

- 5.3 Nothing in the CONTRACT shall be construed to have imposed any liabilities on PMC, for defects or otherwise, if PMC has to depend on data, process, technical information and/or material or equipment to be supplied by OWNER and/or by others on behalf of OWNER and if any part or parts thereof are found to be misleading, inaccurate incomplete, unsatisfactory or deficient for any reason or circumstance beyond PMC's control.

ARTICLE 6: GOVERNMENT LEVIES

PMC remuneration shall be exclusive of statutory levies, such as Service Tax, etc. as applicable on PMC from time-to-time. The consultant shall be reimbursed these prevalent taxes and any other future tax including revision in the Service Tax imposed by central/state Govt. on actuals subject to submission of proof of payment of such taxes.

ARTICLE 7: INSURANCE

- 7.1 Insurance by PMC at its own cost: Workman's compensation insurance, covering all employees of PMC for statutory benefits as set out and required by local law in the area of operation or area in which PMC may become legally obliged to pay benefits for bodily injury or death.

ARTICLE 8: INDEMNITY

- 8.1 PMC shall hold harmless and indemnify the OWNER, against any claims or liability because of personal injury including death of any employee of PMC and arising out of or in consequence of the performance of this CONTRACT.
- 8.2 OWNER shall not be responsible for any loss or damage to property of any kind belonging to PMC or its employees, servants or agents.
- 8.3 OWNER shall hold harmless and indemnify PMC against any claim or liability arising in respect of:
- 8.3.1 Injury to or death of OWNER's employees, agents and contractors other than engaged for building related activities excluding only employees of PMC, howsoever caused; and
- 8.3.2 Loss of or damage to the property of OWNER, OWNER's employees, agents and contractors other than engaged for building related activities except those belonging to PMC or its employees.

ARTICLE 9: SECRECY

- 9.1 OWNER shall not disclose to any third party, any Technical Information, data, design, drawings, plans, specifications, etc. received from PMC at any time either in whole or in part, shall use all reasonable efforts to preserve the secrecy of the above Technical Information and shall not use the same for any purpose other than the construction, maintenance and operation of the services. However, the disclosure of such Technical Information to Government of India or Statutory authorities of Government of India shall not be deemed to be a violation of the Secrecy understanding contained herein.

- 9.2 The above undertakings shall not, however, extend to any such Technical Information which:
- 9.2.1 is in the possession of OWNER prior to receipt of the same, directly or indirectly from PMC.
 - 9.2.2 is received by OWNER without any secrecy obligation.
 - 9.2.3 is or has become part of the public knowledge since receipt of the same, directly or indirectly from PMC
- 9.3 PMC shall likewise have secrecy obligations in respect of confidential information provided by OWNER.

ARTICLE 10: FORCE MAJEURE

- 10.1 Any delay in or failure of performance by a PARTY shall not constitute default hereunder or give rise to any claims for damages against said PARTY if and to the extent caused by reasons which are beyond the control of the said PARTY, including but not limited to acts of God, strikes or other concerted acts of workman, power cuts, fires, floods, explosions, riots, war (declared or undeclared), rebellion, sabotage, extraordinary severe weather, civil commotion and criminal acts of third parties.
- 10.2 Both PARTIES shall keep a record of the circumstances referred to above which are responsible for causing delays in the execution of the project.
- 10.3 If the execution of the project is likely to be delayed by or as the result of one or more of the circumstances referred to in Article 10.1 hereof, OWNER and PMC shall discuss the situation with a view to find the means to minimize the impact and effect of such circumstances and to reduce the costs and expenses which the PARTIES or either of them may incur.
- 10.4 The parties agree herein that in the event of the Force Majeure conditions, the period of the Contract shall be extended accordingly for the duration/period for which such conditions exist.

ARTICLE 11: WAIVER

No failure or delay by either PARTY in enforcing any right, remedy, obligations or liability in terms of the CONTRACT shall be deemed to be a waiver of such right, remedy, obligation or liability, as the case may be, by the PARTY and notwithstanding such failure or delay, the PARTY shall be entitled at any time to enforce such right, remedy obligation or liability, as the case may be.

ARTICLE 12: ARBITRATION

If any dispute or difference of any kind what so ever shall arise between the parties in connection with or arising out of this agreement or out of the breach termination or invalidity of this agreement thereof, the parties shall resolve them by resorting to the following :

- 12.1 Party shall attempt within a period of 30 days after receipt of notice by the other party of the existence of a dispute to settle such dispute in the first instance by mutual discussions between the parties.

- 12.2 If the dispute cannot be settled by mutual discussion within 30 days as provided herein, the dispute shall be resolved by recourse to Arbitration to be held in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof.
- 12.3 Each party shall appoint one arbitrator and the two arbitrators shall appoint the third arbitrator who shall act as the Presiding Officer. These three together shall constitute arbitral tribunal. The decision of this arbitral tribunal shall be final and binding on both the parties. The parties to the dispute shall share equally the cost of arbitration as intimated by the arbitral tribunal.
- 12.4 The arbitration proceeding shall be conducted in the English Language and shall be held at Mohali.

ARTICLE 13: TERMINATION

13.1 TERMINATION

- 13.1.1 Both parties, at any time, should deem it necessary to do so, terminate this CONTRACT forthwith by giving one month's written notice to the other.
- 13.1.2 In the event of termination pursuant to Article 13.1 hereof, PMC shall carry out any reasonable instructions of OWNER in connection with such termination.
- 13.1.3 Termination of this CONTRACT shall not relieve either PARTY of their obligations imposed by this CONTRACT with respect to the SERVICES performed by either PARTY prior to such termination.
- 13.1.4 In the event of termination pursuant to Article 13.1 hereof, OWNER shall pay to PMC for all the SERVICES performed by PMC upto the stage of work executed immediately before termination.
- 13.1.5 In case due to any circumstances, the OWNER decides to curtail the scope of work or totally abandon the work, the payment to the PMC would be made upto the stage of work executed by them immediately before taking such a decision.

ARTICLE 14: PATENTS

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

ARTICLE 15: ASSIGNABILITY

The CONTRACT and benefits and obligations thereof shall be strictly personal to the PARTIES and shall not on any account be assignable or transferable by the PARTIES except with the prior agreement in writing.

ARTICLE 16: CESSATION OF PMC'S RESPONSIBILITIES

Upon PMC Guarantees and Liabilities referred to in this CONTRACT having been or being deemed to have been satisfied upon expiry of twelve months from the DATE OF ACCEPTANCE, and settlement of arbitrations/disputes (if any) whichever occurs later, all responsibilities of PMC under this CONTRACT shall be deemed to have been discharged.

ARTICLE 17: SUBLETTING/OUTSOURCING

PMC shall not assign or sublet or outsource any activity within its scope of work without the written approval of the OWNER.

ARTICLE 18: SITE OFFICE OF PMC

On account of specified time frame for the development & construction of complex, the PMC shall have its office at the project site at its own cost till the end of completion of PMC's responsibilities as defined in Article-16 of General terms & conditions of contract.

**ARTICLE 19: LIQUIDATED DAMAGES FOR DELAYS & NON-PERFORMANCE
BY PMC**

If the PMC is not able to get the works executed in the stipulated time frame from all the Vendors/agencies, which results in overall delay in completion of the project then it will amount to non-performance by PMC. In the event of NABI is of opinion that PMC is not performing in accordance with the condition laid down in the agreement, then NABI shall impose damages @ quarter percent per week of delay or such smaller amount as it deems fit subject to maximum of 5% of the total fee payable to PMC. The decision of the Executive Director, NABI will be final & binding on this account.

Chapter 6: Fee for PMC Services

- 6.1** The fees for services of project management consultant shall be payable based on built up area per sq. ft. as defined in clause 2.2. The fee for PMC for the above project shall remain unchanged for the present scope of work even if the total cost of the project increases/decreases subsequently subject to provisions under Clause 6.6 for Additions and Alterations.
- 6.2** PMC Scope of Services is detailed in Chapter 4.
- 6.3** NABI shall pay PMC the fee of ₹..... per square foot of built up area (as defined in clause 2.2) for the professional services rendered by them for the entire project as per scope of work defined in the document. The quoted fee should be inclusive of all the costs towards the whole project and no hidden costs/ exclusions should be appended.
- 6.4** The fee of PMC under Clause 6.3 is inclusive of fee payable by PMC to any of its consultant/Associate(s) and nothing extra shall be payable by the NABI for this purpose. However the fee excludes the fee of Architects which is payable by NABI separately. The above mentioned fees shall also be exclusive of statutory levies imposed by the Government of India such as service tax etc which are reimbursable by NABI to PMC if paid on actual basis.
- 6.5** Stages of Payment of PMC Fee:
1. Scrutiny and approval of preliminary Schemes drawings and estimates and approval thereof by NABI: 10 % of total fee payable.
 2. Preparation of detailed drawings and detailed estimates, tender documents and then approval of NABI: 20% of the total fee payable less payment already made at stage – (1) .
 3. Issue of N.I.T. & award of works to vendors/agencies.
- 30% of total fee payable less payment already made at stage (1) and (2).
 4. During the execution of work by contractors/vendors commensurate with the value of the work executed: 80% of total fee payable less payment already made at stage (1), (2) & (3) above.
 5. After successful completion & taking over of project and on acceptance of project by NABI: 90% of total fee payable less payment already made at stage (1), (2), (3) & (4).
 6. Balance payment on cessation of PMC's responsibilities under Article 16 of general terms & conditions of Contract. The payment may be released on submission of a Bank Guarantee by the PMC for the required period as defined under article 16.

Note: The payment against the above stages can be released on pro rata basis periodically based on the actual work done against the total work stipulated in the stage. External development works and services shall be taken into account while releasing pro-rata PMC fees at 6.5.4 above.

6.6 Additions and alterations:

- i) The Owner shall have the right to request in writing for additions alterations, modifications or deletions in the design and drawing of any part of the work and to

request in writing for additional work in connection therewith and the PMC shall comply with such requests without any extra cost.

- ii) PMC shall not make any material deviation, alteration, addition to or omission from the work shown and described in the contract document except without first obtaining the written consent of the Employer.
- iii) If the built up area as defined in the clause 2.2 increases or decreases by more than 25% of 471000 sqft, the fee structure shall be revised and mutually agreed upon.

Chapter 7: Form of Contract

THIS CONTRACT is made on day of 2004

BETWEEN

National Agri-Food Biotechnology Institute (NABI) which is a society registered under the Societies Registration Act, XXI of 1860 and having its Office at NABI, Sector 81, (hereinafter called Owner, which expression shall where the context so admits include its successors and permitted assigns) of the one part,

AND

PMC, a Public sector undertaking under the administrative control of Ministry of and a Company registered under Companies Act, 1956 and having its registered office at (Hereinafter referred to as PMC) which expression shall, include its successors and permitted assigns, of the other part.

WHEREAS OWNER intends to have certain Project Management Consultancy Services for establishing their new NABI campus at Sector 81 (hereinafter referred to as PROJECT),

AND WHEREAS said PMC is in the business of providing inter-alia management and technical services for civil & services construction works and possesses experience, expertise and knowledge in this regard,

AND WHEREAS OWNER has selected PMC to undertake the said services hereinafter referred to and specified in this CONTRACT as "SERVICES".

AND WHEREAS said PMC agrees to perform such SERVICES as the terms and conditions for the performance of the said SERVICES as detailed herein.

NOW THEREFORE, in consideration of the premises and the covenants set forth in this CONTRACT, OWNER & PMC mutually agree and confirm the agreement detailed herein and witnesseth as follows:

Clause -1: CONTRACT DOCUMENT

The following documents shall constitute the CONTRACT in addition to Form of Contract (Chapter 7):

1. Details of the project (Chapter 1 to 3)
2. PMC Scope of Services (Chapter 4)
3. General terms and conditions of contract (Chapter 5)
4. Fee for PMC's Services (Chapter – 6)
5. All correspondence / Minutes of meetings etc. between NABI & PMC after the issue of PMC document till the award of work as listed below :-.

Clause-2 EFFECTIVE DATE OF CONTRACT

This CONTRACT shall be deemed to have come into force with effect from 10th day of issue of letter of Award by NABI

Clause-3 SERVICES TO BE PERFORMED

PMC shall perform the SERVICES as herein specified upon the general terms and conditions and within time frame specified in the CONTRACT.

Clause-4 REMUNERATION AND CONTRACT PRICE

OWNER shall, in considerations of the SERVICES performed pay to PMC remuneration as provided in Clause 6.3 (Chapter-6) and as per the payment terms therein specified. The lump sum Fee payable by NABI to PMC shall constitute the Contract Price.

Clause-5 CONTRACT PERIOD

On signing by OWNER and PMC this CONTRACT shall be deemed to have come into force from the effective date of CONTRACT i.e. from 10th day of issue of letter of award by NABI and shall remain in force for 48 months (36 months for construction and 12 months for defect liability period). In the event of increase in the contract period due to circumstances beyond the control of either PMC /NABI, nothing extra will be payable to PMC beyond the quoted fee.

Clause-6 ENTIRE CONTRACT

The Contract documents mentioned in Clause-1 hereof embody the entire CONTRACT between the PARTIES hereto, and the PARTIES declare that in entering this CONTRACT they do not rely upon any previous representation, whether express or implied and whether oral or written, or any inducement, understanding or agreement of any kind not included within the Contract documents, and unless herein incorporated all prior negotiations, representations, and/or agreements and understandings relating to the subject matter are hereby treated as null and void.

Clause-7 JURISDICTION & APPLICABLE LAW

Notwithstanding any other Court or Courts having jurisdiction to decide the question(s) forming the subject matter of the reference, any/all actions and proceeding arising out of or relative to the CONTRACT (including any arbitration in terms thereof) shall lie only in the Court of Competent Civil Jurisdiction in this behalf at Mohali and only the said Court(s) shall have jurisdiction to entertain and try any such action(s) and/or proceeding(s) to the exclusion of all other Courts. NABI may make any byelaw(s), rules or regulation and carry out any amendment at any stage, in the rules or procedure necessary for the accomplishment of the purpose.

The laws of India for the time being in force shall govern this CONTRACT.

Clause-8 NOTICES

1. Any notice, consent, document or other communication required or permitted to be given under this contract shall be deemed to have been validly served if it is in writing and is signed by an authorized officer of the party giving the notice, and delivered or sent by registered post or by speed mail or courier to the address of the parties set out below or such other address as may be notified as the appropriate address from time to time for the purpose of this contract.

NABI: Executive Director, NABI or his nominee
C-127, Industrial Area,
Phase VIII, SAS Nagar,
Mohali, Punjab -

PMC: Project Manager,
.....
.....

2. Date of notice of instruction shall be the day on which said notice or instruction is received.
3. Any PARTY may change its notice address at any time by so advising the other PARTY thereof in writing.

IN WITNESS WHEREOF the PARTIES hereto have duly executed this CONTRACT in two originals at the place, and date as follows:

**For and on behalf of
NABI**

**For and on behalf of
PMC**

Name
Designation
Place
Date

Name
Designation
Place
Date

Witness

Witness

- 1.
- 2.

- 1.
- 2.

Proforma for Financial Bid
(To be put in sealed cover)

Ref No.....

Date.....

The Executive Director
National Agri-Food Biotechnology Institute
Mohali

Sub: Project Management Consultancy (PMC) Services to act as an engineer on behalf of NABI for execution of development & construction works of the new NABI campus

Dear Sir,

We have carefully noted the scope of work for providing Project Management Consultancy (PMC) Services to act as an engineer on behalf of NABI for execution of development & construction works of the new NABI campus on deposit work as stated in the Chapter-1 to Chapter-7 of this document.

We are pleased to quote our fees (on lump-sum basis) as Rs.....(In words.....) /sq. ft. of covered area (not inclusive of projections, outside and temporary structures, roads, etc.) for providing our services as per the scope of work and terms & conditions of the Agreement. The fee is for complete execution of the project including outdoor and temporary structures, projections, open areas, roads, outside services, landscaping etc. It has no hidden costs/exclusions and will apply till the completion of the project. All statutory levies as made applicable by the Govt. including service tax, at the time of/after the award of contract will be reimbursed, subject to submission of proof of payment of such taxes/levies.

Thanking you,

Yours faithfully,

Date:

Signature with Name &
Designation of the Bidder

(Authorised Seal)

