Management Development Institute, Gurgaon invite Tender for

Appointment of Project Management Consultant (PMC) for Execution of the

Proposed Construction work of Academic block, PGPM Hostel and other allied buildings at MDI campus, Gurgaon.

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Management Development Institute Gurgaon

(NIT No. MDI/ESTATE/PMC/01/2021 DATED: 30.09.2021)

INFORMATION TO BIDDERS

4.0. INTRODUCTION: -

Management Development Institute Gurgaon(MDIG) invites tenders under two bids system from Project Management Consultancy firm for selection of Project Management Consultant (PMC) for Execution of the proposed construction work of Academic block, PGPM Hostel and other allied building, in the campus of MDI, Gurgaon, Haryana. The PMC shall be selected on the basis of Quality-cum-cost based selection system (QCBS) as defined in the tender documents: -

S. No.	Information	Dates
1	Employer	Management development Institute Gurgaon(MDIG)
2	Estimated cost of project	Rs.160 Crores (Approx.)
3	Completion Time	3 years (extendable up to 2 years)
4	Bid Security (EMD) in the form of Bank Guarantee	Rs. 1,00,000/- in the form of DD/TDR/BG
5	Date of Publishing of Advertisement	01st October 2021
6	Pre submission conference	5th October 2021
7	Date/Time of closing of Tender	15th October 2021/ 3:00 PM
8	Date/Time of Opening of Technical Bid	20th October 2021
9	Period of validity of Tender	Minimum 90 days from closing date
10	Place of opening the Bid	MDI Gurgaon

The tender documents can be downloaded from the website: www.mdi.ac.in and Corrigendum, if any, would be uploaded only on the above website.

The sealed tenders may be submitted to the Chief Administrative Officer(Admin), MDI Gurgaon, Mehrauli Road, Sukhrali, Gurgaon-122007 on or before last date of submission of tender.

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

4.0. DEFINITIONS: -

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

2.1 '**Owner / Employer'** shall mean the Management Development institute Gurgaon (MDIG)and shall include their legal representative, successor and permitted assigns.

2.2 **'PMC'** shall mean the Project Management Consultant engaged by the Owner.

2.3 '**Authorized Representative'** shall mean the representative of Project Management Consultant.

2.4 **'Projects'** shall mean construction of "various projects in the campus of MDI Gurgaon.

2.5 **'Service'** shall mean the Project Management Consultancy for Comprehensive Design Engineering, construction and development.

2.6 **'Contractor'** means the contractor or contractors or suppliers or agencies employed by the PMC for the work or any connected work, including the PMC itself in case any work is done directly by the PMC.

2.7 **'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 Employer.

3.0 ELIGIBILITY CRITERIA: -

3.1 As per clause 7.1 of this document.

4.0. BROAD SCOPE OF PROJECT MANAGEMENT CONSULTANT (PMC) WORK

- including civil, architectural, Structural, Plumbing,Electrical, Environmental, Sewerage, Fire HVAC, Furniture & /IT Networking.
- Obtaining statutory approvals through Architect for design and drawings wherever applicable.
- Project Management and Construction supervision as per design requirements by calling tender to help for selection of contractor.
- Obtaining completion / occupancy certificate through Architect.
- Handing over the facilities to Owner.
- Maintenance of building / campus through contractor during the defect liability period of 18 months from date of handover.

Details of proposed Construction:

S. No	Building to be constructed	Nos of floors	Nos of rooms/ Classrooms	Total Area
1	Academic block	G + 4th floor	-	1,00,000 Sq. ft.
2	Administrative block	G + 3rd floor	Faculty, Staff & TRA office	40,000 Sq. ft.
3	PGPM Hostel	G + 6th floor	500 rooms	1,00,000 Sq. ft.
4	GYM, Food court & Amphitheatre		-	60,000 Sq. ft.
5	Auditorium	1500 capacity	-	25,000 Sq. ft.

5.0 BID CONDITIONS:

5.1 Owner reserves to itself the authority to reject any or all of the bids received and changes the scope of the work without assigning any reason. The Owner also reserves the right to itself to terminate the bidding process at any stage without assigning any reason.

5.2 The offer, in which any of the prescribed conditions is not fulfilled or where the bidder puts any condition including that of conditional rebate, shall be liable to be summarily rejected.

5.3 Canvassing whether directly or indirectly, in connection with the bid is strictly prohibited and the bid submitted by the bidder who resorts to canvassing in any form would be liable to rejection.

5.4 The offer shall remain open for acceptance for a period of 90 days from the date of opening of 'Bids'.

5.5 Bidder must ensure before submitting the bid that each and every page of the bid documents is signed by the authorized officer of the organization. The bid document shall form a part of the contract agreement. The successful bidder on acceptance of his bid by the Accepting Authority, and issue of letter of intent/award shall, within 30 days, sign the contract agreement.

5.6 Bids in Joint Venture / Consortium will not be accepted.

6.0 FINANCIAL BID

Financial Bid shall be opened later among the technically eligible bidders.

The Project Management Consultancy (PMC) Charge shall be all inclusive but excluding GST and shall be quoted in terms of percentage (%) of Project Cost (excluding GST) both in figure & in words duly signed by the Authorized Signatory to be indicated in the prescribed format provided at (Annexure-7), GST as applicable shall be paid extra.

7.0 EVALUATION CRITERIA:

Combined Quality cum Cost Based System (QCBS) as detailed elsewhere in the tender.

7.1 <u>Minimum Eligibility Criteria:</u>

A. The agencies, who fulfil the following minimum eligibility requirements shall be eligible

to apply.
Should have satisfactorily completed Project Management Consultancy(PMC) works as mentioned below during the last five years (FY 2016-17 to 2020-21).

(i) Three similar works of Planning, Execution, Management and Construction of value not less than Rs. 100 Cr. each (costing not less than 40 % of estimated cost).

B. Average annual financial turn over shall at least Rs. 3.5 crores each during the immediate last 3 consecutive financial years i.e. FY 2020-21, 2019-20 & 2018-19.

C. The agency should not have suffered losses during last 3 financial years i.e. FY 2020-21, 2019-20 & 2018-19.

D. Agencies that are debarred or blacklisted by any Govt/Private Departments are not eligible to participate in the tender. A Certificate is to be submitted along with the bid by the bidders to the effect that they are not debarred or blacklisted by any Govt Department. In case if it is found at later stage that the bidders is a blacklisted company declared by any Govt Department then the work shall be withdrawn and EMD / bid security shall be forfeited.

7.2 Evaluation of Technical bids (on meeting min. eligibility criteria)

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

S. No.	Criterion	Evaluation
A	**Technical Manpower:** (will be awarded based on in house capabilities of the organization. Kindly submit the same)	**10 Marks**
B	**Methodology, understanding of Project and presentation on Company/organization**	**Max. 50 marks**
C	**Past experience**	**Max 20 marks**
	Will be evaluated based on experience of doing similar work and successful completion of projects.	Number of projects completed less than 5 – 10 marks Numbers of projects completed 5 to less than 10-15 marks Number of projects completed more than equal to 10-20 marks
D	**Financial capability**	**Max. 20 marks**
(i)	Average Annual Financial turnover in last 3 financial years (FY 2020-21, 2019-20 & 2018-19) Audited financial result of all relevant year and summary to be submitted. Average Financial turnover shall mean the sum total of the Annual Financial in the relevant financial years divided by 3	Average revenue between 3.5 Cr to 10 Cr. – 10 marks. Average revenue between 10.1 Cr to 15 Cr. – 15 marks. Average revenue between 15.1 Cr – 20 marks.
	TOTAL	**100 MARKS**

7.3 Evaluation of Financial Bid & Award of Contract:

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. GST as applicable shall be paid extra. 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:

I) 70 % weightage will be considered for **Technical Score (TS)** obtained in the Technical bid(stage I).

II) 30 % 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 x (FL/F) Where,

'FS' is the financial score of a bidder,

'FL' is the lowest Financial Proposal among all and

'F' is the financial proposal of the particular bidder.

III) For the purpose of calculation of Composite Score (CS) for each bidder, the weightage shall be 70 % for the Technical Score (Stage II) (TS) and 20% for Financial Score (FS) of the respective applicants. The Composite Score shall be calculated using the following formula:
CS = TS x 0.70 + FS x 0.30.

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.

8.0 TERMS OF REFERENCE:

8.1 RESPONSIBILITIES OF THE PMC

a. Subsequent to signing of the Agreement/MDU, the PMC shall take possession of all encumbrances free site from the Employer and shall nominate a responsible Engineer for execution of the project under intimation to the MDIG.

b. PMC shall execute the works at sanctioned cost inclusive of agency charges for project management and planning, designing, consultancy services. in case, at detailed execution stage, if there is an increase in this anticipated cost, the PMC shall submit the details of the same with the supporting documents and technical/ administrative justification to MDIG.

c. Based on detailed estimate as per approved scheme, PMC shall float tender as per MDIG norm for obtaining the competitive rates for different works of the project and comply with the statutory guidelines in doing so. PMC shall further ensure adherence to suggestion of MDIG on this behalf, if any. PMC shall follow competitive tendering process for selection of contractors for execution of work of the project and observe due diligence and transparency as well as follow all statutory and

regulatory guidelines.

d. PMC shall implement the project in a time bound manner and hand over the buildings/ other works completed in all respect (Ready to occupy condition) to MDIG within……Months from the date of sanction of concept plans/estimate from MDIG. Project schedule will be as follows:

e. PMC shall be wholly responsible for any observations/ comments/ defects pointed out by Estate Engineer of MDIG in the planning & procedures of execution of this project.

f. PMC shall be fully responsible for the timely completion, the quality and structural safety of the construction.

g. 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 (aw, be rectified by the PMC at the cost and expense of the Contractor.

h. PMC shall submit to MDIG the CPM/PERT network through contractor. BAR chart based on PRIMAVERA/ MS Project for such work and subsequent monthly report indicating physical progress thereof. During the various stages of execution. PMC shall submit monthly progress reports with site photographs to MDIG.

i. The work shall be carried out generally in line with standard laid down by BIS, CPWD, NBC, relevant safety rules, relevant code of practices and good engineering practices. While executing the project, PMC shalt strictly adhere to quality norms as per specifications for various respective works. PMC shall also ensure adherence of the above stipulation by its contractors/ sub- contractors/ agencies/ engaged by PMC.

j. PMC will be responsible for dealing with audit observation, contractor's claim and arbitration, if any.

k. Extra items, deviation etc. if any, shall be executed/ carried out with due consent of Estate Engineer of MDIG.

l. PMC will adopt a transparent system in all important decisions related to the project implementations such as selection of Contractors/ Agencies and tendering process.

m. PMC shall be responsible for rectification of defects during defect liability period not less than 12 months, since handing over the project after completion of entire work of the project without any charge.

n. PMC shall obtain through Architect necessary approval/ clearances related to construction and completion of the project from alt local bodies/ statutory authorities including Pollution Control Board. All statutory deposits/ expenses, if any required in this regard shall be borne by MDIG. PMC will ensure that all the coverage of equipment, installation, instrument etc. under Manufacturer's Normal Warranty/ Guarantee is passed to MDIG at the time of handing over.

o. PMC shall furnish to MDIG" As Built Drawings" of the buildings and services under the project. PMC shall furnish to MDIG all necessary information about agencies, space availability etc.

required for future maintenance of the Buildings.

p. It is the responsibility of PMC to be satisfied with the authentication of the documents and preserve all the authenticated documents in respect of the execution and certified the bill submitted by contractor of the work as well as quality and quantity of materials used in the progress of work.

9.0 RESPONSIBILITIES OF THE MDIG:

9.1 MDIG shall demarcate and make available the site for individual project free of all encumbrances or charges.

9.2 MDIG shall exercise its responsibility as the Owner of the Project by signing the drawings requiredfor Statutory Authorities and also by giving necessary authorization to PMC to secure approvals from local bodies of statutory authorities for the planning, construction as contemplated in the MOU from time to time. However, MDIG shall help the PMC to the extent of writing letters to local bodies regarding getting such approvals.

9.3 MDIG Estate Engineer or any person authorized by MDIG will inspect and check the 'Construction Work' on regular basis to see that the project / various buildings are being constructed as per drawings & specifications as provided in the approved Estimate. If during the inspection, any defects or variation without the written request of MDIG are found, shall be rectified by the PMC/Contractor at their own cost with immediate effect.

9.4 MDIG shall make all the statutory payments to the local Government or any other statutory body

10.0 SERVICE CHARGES:

10.1 PMC will be paid service charges @. % on actual project cost (excluding GST). The GST as may be applicable on implementation of the works shall be paid to the PMC. Any other tax levied by Government or statutory authority after signing of the MOU is to be paid extra upon submission of proof.

11.0 PAYMENT TERMS:

11.1 For undertaking and implementing the said project, PMC shall be paid the Estimated cost or actual cost of work of the project whichever is low towards service charges.

11.4 The PMC agency shall give to the MDIG, for PMC charges bill showing description of work done, quantity & value of services rendered and applicable GST along with their expenditure claim (including PMC Service charge plus GST) duly certified by a representative of PMC engaged with the project and counter certified by Estate Engineer of MDIG, Payment will be made as per under: -

S. No	Description of work and services	Fees for Services	Recommended for payment
I	Finalize the preliminary plan, check the feasibility report, conceptual design, final approved design, brief specification & preliminary estimates submission by agency. Checking of drawings submitted through Architect to local authority for approval	5%	

Ii	Checking of detailed estimate specifications, and Tender documents. Checking of final submission of tender documents and calling of tenders.	5%	
Iii	Analysis and recommendations of tenders, award of works, checking of detailed/construction drawings (Architectural/structural /MEP Services) design of structures, finalize the contractor and award of work.	5%	
Iv	Supervision at all stages of the work (site supervision of architectural and structure work), coordination of various construction activities, settlement of contractor's account including checking of bills. (i) Up to GF slab casting (ii) Up to 4th floor Slab casting (iii) Up to 6th floor Slab casting (iv) Up to Top Slab casting (v) Finishing work including plumbing, Electrical, AC, Solar etc. Upto 3rd floor. (vi) Finishing work including plumbing, Electrical, AC, Solar etc. Upto 6th floor. (vii) Supervision of fire services and its provision in the building up to 3rd floor. (viii) Supervision of fire services and its provision in the building up to 6th floor to top floor slab. (ix) Completion of all finishing work including MEP services and interiors for complete project. (x) Supervision of all site development works. **Total**	 5% 5% 5% 5% 5% 5% 5% 5% 10% 5% **55**	
V	To submit Completion drawing through Architect etc. for completion certificate to the relevant authority	10%	
Vi	To Obtain the completion certificate through Architect from the relevant authority & submission of the completion certificate to MDI	10%	
Vii	Obtaining of Fire NOC from fire Department for the building	10%	
	Grand Total	**100%**	

The fees will be payable on estimated cost or actual cost whichever is less.

11.5 All measurements shall be recorded jointly by Estate Engineer of MDIG, PMC & Contractor, duly signed by all concerned people. The Estate Engineer of MDIG will verify and certify the same forcorrectness and acceptance to effect the payment to the contractor/ sub-contractor/ agencies by PMC.

12.0 FORCE MAJEURE

12.1 For the purposes of this agreement/Mob, "Force Majeure" means an event which is beyond the reasonable control of both parties and which makes parties' performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire explosion, storm, flood or other adverse weather conditions,

strikes, lookouts or other industrial action (except where such strikes, lookouts or other industrial action are within the power of the party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

12.2 The PMC shall not be considered in default if delay in completion of the work occurs due to force majeure conditions The PMC shall notify MDIG in writing within ten days from the date of such occurrence. In the event of delay due to such causes, the completion schedule will be expended for a length of time equal to the period of force majeure by the express consent and approval of MDIG.

12.3 PMC shall not hold responsible any contractor/ agency for the delay/ stoppage of work due to force majeure conditions and for losses suffered if any, by the MDIG on this account. Suitable force majeure clause shall be incorporated in all the agreement entered into by the PMC with the contractors/ agencies.

13.0 TERMINATION OF AGREEMENT/MOU

The MDIG, without any prejudice to its right against the PMC in respect of any delay may absolutely terminate the agreement/MOU, by three months' notice in writing, in any of the following cases:

a) If the PMC being a firm shall pass a resolution or the courts shall make an order that the firm shall be wound up or if a receiver or a manager on behalf of the creditor shall be appointed or if circumstances shall arise which entitle the court or creditor La appoint a receiver or manager which entitles the court to make up a winding order.

b) If the PMC commits a breach of any of the terms of the agreement/MOU. If the PMC fails to remedy any breach here of or any failure in the Performance of its obligation within 30 days of receipt of notice.

When the PMC has made themselves liable for action under any of the clauses aforesaid, the MDIG shall have powers:

i) To terminate this agreement/MOU.

ii) To engage another PMC to carry out balance work at the risk and cost of the PMC appointed through this Agreement/MOU for which original PMC shall not be allowed to participate. In such eventuality, all the documents (reports / drawings / designs etc.) submitted by the outgoing PMC shallbe the property of the MDIG,

iii) If due to any contingency, whatsoever it may be, the MDIG decides to curtail the scope of work or totally abandon the work, payment to the PMC will be made up to the stage of work executed by them up to the date of issue of the letter intimating about the MUIG's decision.

14.0 CONFIDENTIALITY:

Except with the prior written consent by the MDIG, the PMC/Contractor/Sub-contractor and their representatives shall not at any time communicate to any person or entity any confidential information disclosed to them for the purpose of the services. The PMC shall not publicize any information pertaining to MDIG which is discus3ed with them during course of execution of

project/work in the interest of project completion in particular and MDIG in general.

15.0 ARBITRATION

15.1 In the event of any disputes or difference relating to the interpretation and application of the provisions of the agreement/MOU, (whether during the progress of the works or after their completion) the same shall be settled amicably through mutual discussions for resolving the issue. The parties can also take assistance of other available effective Govt. machineries for resolution of such disputes failing which the matter may be referred ta 5oIe Arbitrator to be appointed by the consent of the parties in accordance with the provision of the Arbitration & Conciliation Act 1996 (as amended up to date). Arbitration shall be in Gurgaon under the exclusive jurisdiction of the Haryana courts.

15.2 PMC shall be fully responsible to defend any suits or arbitration cases arising out between PMC &its Contractors.

15.3 All Arbitration award (S) / court decree(s) in the favor of the contractor (s) shall be borne by the MDIG. However, PMC shall not be paid any fee on such Arbitration award(s)/ court decree(s) in the favor of contractor(s).

15.4 The Arbitration/ Court cases shall be contested by PMC on behalf of the MDIG and necessaryfees and expenditure shall be borne and paid by the MDIG.

Annexure-I

NIT No. MDI/ESTATE/PMC/01/2021 DATED: 30.09.2021

LETTER OF TRANSMITTAL

From

To,

Sub: Submission of Bid for SELECTION OF PROJECT MANAGEMENT CONSULTANT (PMC) for Providing Comprehensive Planning, Design Engineering, Execution and Construction of various projects in the campus of MDI Gurgaon, Mehrauli Road, Gurgaon.

Sir,

Having examined the details given in bid document for the above work, I / We hereby submit the 'Did'. I/We hereby agree with the terms & conditions mentioned in the bid document.

Yours faithfully

(Signature, name and Designation of authorize person with complete address)

(Please affix seal)

Annexure-II

NIT No. MDI/ESTATE/PMC/01/2021 DATED: 30.09.2021

Details about Bidding Agency

S. No	Particulars		
1	Full name of the Bidders (In capital letters)		
2	Full Address of the Bidders		
3	(a) Telephone No. (b) Fax No.		
4	Name and details of the Authorize Signatory of this NIT (Address, contact telephone Number, Mobile number, Fax No., Email ID)		
5	Has the Bidder been black listed by any one organization. If so, attach the details of the same.		
6	PAN No:		
7	TAN:		
8	GST Registration No:		
9	MOU Rating for the past Five years.		
10	Green Building Experience		
11	No. of full time employees for the organization. (As per Annexure-III)	Graduate Engineers	Supporting Staff (Technical)
		Civil/ Electrical/ Architect	
12	**Proof of agency that they are notified and set up to carry out civil or electrical works and Notified by the Ministry of Urban Development and are eligible for bidding.**		Attached herewith at……..
14	Financial strength of the organization for the last 3 years. Attached photo copies audited balance sheets		

Turnover		2018-2019	2019-20	2020-21
Annual Profit (PB/DT)		2018-2019	2019-20	2020-21

15. Bid security /EMD (Rs.1,00,000/-)……

16. Attached attested copies of all the documents in support of above mentioned points including Balance sheet with all supporting schedules.

17. It is hereby certified that ……(The bidding agency herein) has never been black-listed by Central /State government/Agency.

18. It is hereby submitted that all the terms and condition of this NIT are acceptable to the Bidder Agency.

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

Signature of Authorized Signatory.
Name of Authorized Signatory
PMC firm Stamp

Annexure-III

NIT No. MDI/ESTATE/PMC/01/2021 DATED: 30.09.2021

Details of personnel

S. No.	Category	No. of persons
1	Graduate Engineers Civil ElectricalArchitect	
	Supporting Staff(Technical)	
	TOTAL	

Signature of Authorized Signatory.
Name of Authorized Signatory
PMC firm Stamp

Annexure-IV

NIT No. MDI/ESTATE/PMC/01/2021 DATED: 30.09.2021

Details of works/ projects executed during last Five years

S. No	NAME OF WONER	NAME OF PROJECT	EXACT LOCATION ON /SITE OF THE PROJECT	APPROVED COST OF PROJECT (in lakhs)	DATE OF COMMENCEMENT OF PROJECT	TIMELINE FIXED FOR COMPLETION	ACTUAL DATE OF COMPLETION	FINAL COST OF PROJECT	IS THERE ANY DISPUTE/LEGAL CASE/ARBI	REMARKS

Signature of Authorized Signatory.
Name of Authorized Signatory
PMC firm Stamp

Annexure-V

NIT No. MDI/ESTATE/PMC/01/2021 DATED: 30.09.2021

PMC (Project Management Consultancy) Charges

Project Management Consultancy (PMC) for Execution of the proposed construction works of Academic block, PGPM Hostel and other allied buildings, in the MDI Campus, Gurgaon(as described in the scope of work document) the fee would be calculated as follows:

S. No	Project Type	Fees in percentage of the total Project cost or actual cost , whichever is low.	Remarks
1	Project Management Consultancy (PMC) charges for Execution of the proposed construction work of Academic block, PGPM Hostel and other allied building, in the campus of MDI, Gurgaon.		
2	Plus GST charges extra		

Name and signature of PMC Agency