

GUIDELINES AND INSTRUCTIONS FOR SELECTION OF PROJECT MANAGEMENT CONSULTANT (PMC)

**FOR
CONSTRUCTION OF 24 ROOMS NEW GUEST HOUSE (G+2) AT
CSIR-IIIM, JAMMU.**



PMC DOCUMENT

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CHAPTER-1

Preamble and Selection Process ***of PMC***

1.1 Preamble

The Council of Scientific & Industrial Research (CSIR), the premier industrial R&D organization in India was constituted in 1942 by a resolution of the then Central Legislative Assembly. It is an autonomous body registered under the Registration of Societies Act of 1860.

The CSIR-IIIM was established in 1941 as a research and production centre, known as Drug Research Laboratory of J&K State and was later taken over by Council of Scientific & Industrial Research (CSIR) of Govt. of India in December 1957 as Regional Research Laboratory, Jammu. In view of its core strength in natural products-based drug discovery, the mandate of Institute was redefined in 2005 and its name changed to Indian Institute of Integrative Medicine (CSIR-IIIM). The current mandate of CSIR-IIIM is to discover new drugs and therapeutic approaches from Natural Products, both of plant and microbial origin, enabled by biotechnology, to develop technologies, drugs and products of high value for the national and international markets.

The proposed construction of 24 Rooms New Guest House (G+2) 2400 sqm of built-up area (approx.) etc. at CSIR-IIIM Jammu including all services, to be constructed at an estimated cost Rs 1329.48 Lakh (approx. as per budgetary provision inclusive of cost of utilities provision for building). The proposed building shall be constructed at CSIR-IIIM Jammu.

1.1.1 Objectives:

It is proposed to engage a project management consultant (PMC) to manage all the activities involved in the project like planning, design and execution. The scope of work of PMC includes providing planning, design and drawings related to architectural, structural, plumbing & sanitary, waste disposal, furniture & furnishing, landscaping, electrical, mechanical, fire fighting & alarm system, air conditioning, data & networking, UPS and other allied services etc. along with managing execution of works by appointing contractors through competitive bidding system.

CSIR-IIIM, Jammu is looking for a PMC which have mandate to carry out civil and electrical works under compliance of amended rule 133(3) of GFR 2017 and having experience and knowledge of successfully executing the similar projects like buildings, Guest houses, hotels, hostels and Residential complexes with modern & hi-tech amenities etc. The engagement / selection of PMC will be done through open tender in CPP portal inviting Public Sector Undertakings for this purpose. It is expected that PMC should have architects, engineers, specialists with relevant expertise along with expert scientific inputs. In

case the PMC lacks some expertise in house, it may associate the same from outside in its team for this project in consultation with the CSIR-IIIM.

- 1.1.2 The region is on seismic zone V making the entire region prone to earthquake of moderate to very high intensity. The built-up area of the proposed New Guest House Building will be approximately **2400 sqm and phase details of guest house building are mentioned below :**

- ❖ 18 Nos. Guest Room with attach washroom & balcony etc.
- ❖ 6 Nos. of VIP suites room including living area, master bedroom with attach washroom & balcony etc.
- ❖ Meeting Room of capacity 30 persons.
- ❖ Reception/Lounge Area.
- ❖ Dining/Ball room having capacity of 75 Guests.
- ❖ Lift, Fire fighting & Emergency Exit stair case etc.

The New Guest House Building will be constructed at an approximate cost of **INR 1329.48 Lakhs** which includes all services, furnishings and external development works etc. required to make the building fully functional. The above project cost is indicative and may vary after actual finalization of the proposal.

- 1.1.3 In addition to above, PMC is required to provide inputs for planning and designing of specialized services/utilities for various similar buildings as per standard engineering practices, waste management, energy efficiency & other allied services etc. along with obtaining statutory approvals, if any.
- 1.1.4 PMC should also have expertise in contemporary building construction that allows longer clear spans, thinner slabs, fewer beams and more slender structural elements in order to minimize overall building height/ floor-to-floor height by adopting latest technology like Post-tensioning or any advanced methodology that allows a significant reduction in building weight versus a conventional concrete building so as to reduce the foundation & seismic Load, and considerable savings in mechanical systems and façade costs.
- 1.1.5 PMC will, prepare various design & estimates, execute, superintend and perform other duties as stated in the terms & condition in chapter 4, 5 & 6. PMC will obtain all necessary clearances from various statutory authorities like State Pollution Control board, Municipal Board, Urban Development Authority, Electricity suppliers, health, forest, airport authorities as applicable for electricity service connection, & NOC for constructions etc. CSIR-IIIM, Jammu will provide required documents for the purpose. Necessary costs towards press advertisement, soil testing and surveying shall be reimbursed by CSIR-IIIM, Jammu as per actual.

1.2 Selection Process of Project Management Consultants:

The PMC shall be selected based on Quality and Cost Based Selection (QCBS) wherein 70% Weightage will be given for Technical Bid and 30% weightage will be given for Financial Bid. The Technical Bid will consist of 2 stages (i.e. Technical Bid Stage- I & II). In Technical Bid Stage-I the bidders will be shortlisted based on laid down parameters and marks will be awarded for each parameter. Bidders scoring at least 60% marks in Technical Bid Stage-I will be eligible for Technical Bid Stage-II (Presentation). In Technical Bid Stage- II, the bidders will be evaluated by the selection committee as per the parameters laid down. The bidders scoring atleast 75% marks in the Technical Bid Stage-II (Presentation) will be eligible for opening of Financial Bid. The bidder scoring highest composite score after evaluation of Technical and Financial Bids will be the successful bidder and considered for award of work.

1.2.1 Objective of Selection:

The objective of the selection is to appoint a Project Management Consultant having required expertise as indicated above with innovative construction management approach especially to the time bound project, befitting to this contemporary era of globalization endowed with modern concepts by using cost effective technologies.

1.2.2 Eligibility Criteria:

Any govt PSUs which have the mandate to carry out civil and electrical works under compliance of amended Rule 133(3) of GFR 2017 are eligible to participate in tendering. However interested PSUs should have experience and knowledge of successfully executing the similar projects like buildings, Guest houses, hotels, hostels and Residential complexes with modern & hi-tech amenities etc.

1.2.3 Evaluation of Technical Bid Stage-I

The eligible PSU's will be shortlisted by CSIR-IIIM and awarded marks as detailed below:

- i. 10 marks each for completed similar projects of 80% of the project value or 2 similar projects of 60% value of the estimated cost of the proposed new Project of CSIR- IIIM. The projects those are completed in all respect in last ten years shall only be considered.

Maximum Marks: 40

- ii. 05 marks for having provided PMC services for each similar projects in hand (on- going projects whose construction have physically started at site) of 80% value or 2 similar projects of 60% value of the estimated cost of the project.

Maximum Marks: 30

- iii 05 marks for each of the PMC projects (meeting eligibility criterion at Clause 1.2.3 (i) above) having been completed within the stipulated completion period as specified by the Employer/Owner.

Maximum Marks: 15

- iv. 05 marks for each 5 star rated green building, 04 marks for each 04 star rated green building & 03 marks for each 3 star rated green building (project must have rating and certification from GRIHA) completed during last 10 years.

Maximum Marks: 15

- 1.2.3.1 All those **PSUs** who score 60% and above marks in the Evaluation of Technical Bid Stage-I will be eligible for Technical Bid Stage-II (Presentation) before the Selection Committee.

- 1.2.3.2 The Weightage of the Technical Bid Stage-I towards final evaluation shall be 30%.

1.2.4 Technical Bid checklist

The technical bid should include the following:

1. Details of similar projects handled by PMC (initiated and completed in the last 10 years) accompanied with project report (indicating management planning, time schedule), completion certificates from the owner/employer, actual photographs and copy of award letter and completion certificates etc. in support of the similar projects.
2. List of similar projects in hand with PMC in report format with description of projects, cost, time limit, targets, present status of work, list of various statutory clearances obtained and its current status, Copy of Award of work, hindrances if any, etc.
3. Copy of certificates from the Owner/Employer regarding successful completion of project within the stipulated completion period.
4. Copy of green building rating certificates from GRIHA or such organizations for the similar projects completed during last 10 years.
5. Report explaining PMCs approach, particularly in relation to this project, describing implementation strategies starting from conceptualization, phasing, development approach, time management, etc.
6. List of Project Manager and Engineers available with the PMC, who will be deputed to manage the project.
7. The composition of the core team to be deployed on permanent basis by the PMC. The

number of officers, their levels and their qualifications may be indicated.

8. An undertaking that the team deployed for the execution of the project will not change without the prior consent of CSIR-IIIM.

1.2.5 Technical Bid Stage-II

1.2.5.1 The salient features of the project with programs/activities under it are given in Para 1. 1 (Preamble). The details of the project can be noted from Chapter 2&3. All interested PSUs are advised to visit the site before submitting their proposal for providing PMC services. The participating PSUs will cover the following aspects in their presentations:-

- i. Methodology used for handling Project Management Consultancy of a project of similar type, size and magnitude bringing out the complex nature of the project and the expertise of the PMC in handling it, including the client management interface and progress reporting process to be illustrated through sample reports from successfully executed projects in the past.

Maximum Marks: 30

- ii. PMC capabilities in handling a 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, Liaison capability in obtaining approvals from various statutory authorities/Urban Local bodies etc.

Maximum Marks: 20

- iii. The broad vision and management planning to be adopted for execution and completion of this project including Time management for complete development of the total project in the form of BAR/PERTCHART, Resource management which includes manpower proposed to be deployed on the project for proper and effective monitoring, Quality Management approach, Cost Management (which may be presented in the form of preliminary estimate of the proposed project) and development strategy for completing the overall project in the stipulated time and approved cost.

Maximum Marks: 30

- iv. Green building approach of the PMC towards achieving sustainability of the proposed project of CSIR-IIIM by incorporating principles, techniques and materials that conserve natural resources and improve environmental quality throughout the building's entire life-cycle.

Maximum Marks: 20

- 1.2.5.2 In the Technical Bid Stage-II (Presentation) 45 minutes time will be given to each participant. PMC will have to arrange their own equipment's/media for making presentations.
- 1.2.5.3 All those PSU's who score 75% and above marks in the Technical Bid Stage-II (Presentation) will be eligible for opening of Financial Bid.
- 1.2.5.4 The Weightage of marks scored in the Technical Bid Stage-II (Presentation) shall contribute 40% towards the final evaluation.
- 1.2.5.5 The Selection Committee may choose to visit the works involving PMC services of PSUs to make the above assessment.

1.2.6 Financial Bid

All the participants will be required to quote their lump sum consultancy fee including all taxes and levies inclusive of GST etc. in Indian rupee for providing their project management services. The detailed scopes of work and agreement format containing other terms & conditions are detailed in Chapter – 4 to 7. The Financial Bid format, as given in Annexure– A, will be submitted by the **PSUs through CPP portal** along with the Technical bid. It may be noted that Financial Bids of only those (one or more) PSUs will be opened and considered whose Technical Bids (Stage-I & II) are found acceptable by the Selection Committee. The Weightage of the Financial Bid shall be 30% towards the final evaluation. Bids shall be valid for a period of 90 days from the date of opening of Financial Bids.

1.2.7 Instructions for submission of Technical & Financial bid

Technical bid should include all accompanying documents, reports, photographs, time schedule, management planning, etc. of projects of similar nature already satisfactorily completed and/or in progress and submitted through CPP portal.

Financial bid as per the format enclosed in Annexure –A, should be submitted through CPP portal.

1.2.8 Disqualification

The selection committee may disqualify bids on account of the following reasons:-

- (a) If receive dafter the last date and time.
- (b) If the firms disregard any of the terms & conditions of the bid.
- (c) If the participants attempt to influence any member of the selection board.

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

1.2.9 Termination of the bid

- a. Against all expectations entertained by CSIR-IIIM, Jammu 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. The CSIR-IIIM, Jammu reserves right to accept or reject any/all bidders including the lowest bidder without assigning any reasons or whatsoever. The CSIR-IIIM, Jammu is not bound to accept the lowest bid.

1.2.10 Award of Work

The work of Project management consultancy services will be awarded as per recommendation of the selection committee based on the following formula:

- (i) Technical Bid Stage-I Marks:30% Weightage
- (ii) Technical Bid Stage-II Marks:40% Weightage

Note:- The Committee will award marks (TS) (out of 100 that will later be normalized with respect to 70 in the formula presented in 1.2.10.1) based on the proposal presented by PSUs.

- (iii) **Financial Bid Marks:** 30% Weightage. [The lowest Financial Bid (FL) will be given a Financial Score (FS) of 100 points. The financial score of other proposals will be computed as under:

$$FS=100 \times FL/F$$

Here FS is the financial score, FL the Lowest Financial proposal among all, and F the Financial proposal of the particular finalist.

- 1.2.10.1 For the purpose of calculation of composite score (S) for each PSU, the Weightage shall be normalized to 70% for Technical Bid Score (TS) and normalized to 30% for Financial Score (FS) of the respective finalist. The Composite Score shall be calculated using the following formula:

$$S=TS \times 0.70+FS \times 0.30$$

- 1.2.10.2 PSUs will be ranked according to their composite scores and will be listed in the order of merit as H1, H2 and H3. The top scorer H1 will be eligible for award of work.

- 1.2.10.3 The PSUs with the highest marks will be appointed as Project Management Consultant. In

case more than one PSU scores identical final marks, then the bidder, whose marks in the Technical Bid (Stage-I&II) are the highest, will be appointed as PMC.

- 1.2.10.4 The selection above does not automatically confer any right whatsoever on any PSU for award of work as described in the scope of services.

1.2.11 Settlement of Disputes

The decision of the selection committee shall be final & binding on participating firms. In the event of dispute related to the judging procedure or the award of the selection committee the settlement will be done by sole arbitration of the DG, CSIR or by the arbitrator appointed by him/her without recourse to the legal authorities.

1.2.12 Time Schedule

1.	Issue of NIT containing scope of work with terms & conditions	14/08/2026
2.	Date & Time of Pre-Bid Conference	24.08.2026 (11:00 AM onwards)
3.	Date & time of submission of technical & financial bid	05.09.2026
4.	Date of Opening of technical bid.	07.09.2026
5.	Date and time of presentation by PSUs.	11.08.2026
6.	Date of Opening of financial bid.	16/09/2026

1.2.13 Additional Information

- Director, CSIR-IIIM 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. 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 proposal 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.
- 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.
- The ownership of the submitted materials of all PSUs shall lie with CSIR-IIIM, Jammu

1.2.14 Pre-bid meeting:

A pre bid meeting will be held between the participating PSUs and CSIR-IIIM, Jammu to discuss any concerns or clarifications required by the PSUs applying for providing PMC services. The minutes of meeting will be circulated among all the participants in the PMC selection process within a week of the meeting.

CHAPTER -2

Architectural Program

ARCHITECTURAL PROGRAMME

2.1 Background

Research work is not only dependent on human resources but also on basic infrastructural facilities. An efficient and conducive built environment is one such essential basic infrastructure. The proposed construction of New Guest House Building needs to be well planned and infrastructural facilities that create a functional and comfortable atmosphere.

For development of infrastructure, CSIR-IIIM intends to create a modern Guest House Building for CSIR-IIIM Jammu. The PMC is required to develop the concept design based on the area & requirement given for various activities in consultation with CSIR-IIIM and prepare necessary construction document for obtaining the statutory approvals & execution thereafter. For internal space planning and for various services of the building, the PMC shall prepare the necessary design schemes based on the requirement of the CSIR-IIIM and finalize in consultation with CSIR-IIIM.

2.2 General Instructions / Requirements:

The CSIR-IIIM now intends to undertake the following program / activities:-

CONSTRUCTION OF 24 ROOMS NEW GUEST HOUSE (G+2) 2400 SQM OF BUILT-UP AREA (APPROX.)

This should be taken care of while planning for development. Interlinking, up-gradation & augmentation of all services are to be planned and executed similarly.

2.3 About the project

The Site: - The site is at the back side of our existing old Guest House at CSIR-IIIM Jammu.

Soil Test: - The land is fairly leveled for the development of the proposed building at CSIR-IIIM Jammu. However detailed soil investigation as necessary to ascertain load bearing capacity and other parameters of soil will be undertaken by PMC and the actual cost shall be reimbursed by CSIR-IIIM.

Utility Services: - All existing utility services are to be studied in details for planning new development and necessary up gradation of existing services.

2.4

Specific requirements

2.4.1 The region is on seismic zone V making the entire region prone to earthquake of moderate to very high intensity. The built-up area of the proposed New Guest House Building will be approximately **2400 sqm** and **phase details of guest house building are mentioned below:**

- ❖ 18 Nos. Guest Room with attach washroom & balcony etc.
- ❖ 6 Nos. of VIP suites room including living area, master bedroom with attach washroom & balcony etc.
- ❖ Meeting Room of capacity 30 persons.
- ❖ Reception/Lounge area.
- ❖ Dining/Ball room having capacity of 75 Guests.
- ❖ Lift, Fire fighting & Emergency Exit stair case etc.

Design Concept

- The proposed building will be a leading-edge green facility Powered by renewable energy source and controlled by integrated building systems that create a functional and environmentally conscious work Environment.
- The proposed building will focus not only the lowering operational, maintenance and energy costs, but also on providing a work environment that will honor Employees' need.
- Dynamic real-time data from every subsystem throughout the building shall be collected and centralized, allowing authorized personnel to respond immediately to faults or emergency alarms.
- The building should conform to the latest Indian standards.
- Furniture like Bed, chair, computer table, almirah and modular furniture etc.
- Integrated automatic fire detection & firefighting facilities for total building
- Security – CCTV for selective areas.

2.5 PROPOSED INFRASTRCTURE

Building Facilities

Building Materials: Durable, Fireproof, Seamless, Soundproof, Vermin and Pest Resistant

Floors: Smooth, Continuous, Moisture proof, Nonabsorbent, Skid proof and lesser joints.

Doors: Rust, Dust proof, Vermin and Pest Resistant with Vision panel and Door closure

Windows: Exterior windows as desirable for proposed building.

Walls & Ceilings:

- Smooth, Free from Cracks, Unsealed utility penetrations or imperfect junctions with doors, ceilings, floors and corners.
- Durable and Fire resistant

Drains:

- Not essential in rooms used exclusively as per requirements.
- When used, sloped floor with floor traps filled with water or corrosion free mesh essential.
- Adequate slope for rapid removal of water and drying of surfaces

➤ **Air Conditioning:**

- By means of window type air conditioner.

➤ **Power and Lighting**

- Lighting can typically account for 40% of the energy used in the building. Managing these costs require a lighting control solution that provides immediate paybacks without sacrificing productivity / occupant's comfort.
- Lighting control panel board to be installed to control lighting in large areas.
- Adequate illumination but Lowered Intensity of Light in all rooms.

➤ **Noise Control**

- Proper planning for Noise free environment in all rooms to be maintained.
- Suitable dampening building material.

Lighting Control :

- **DIGITAL-NETWORK LIGHTING CONTROLS:** computer-based software that provides control, configuration, monitoring, alerting and reports. System includes:
 - Lighting Management Panel
 - Light management computer
 - Light management computer software.
 - Energy savings display software
 - Low voltage Dimming Modules/ wall stations.
- **Lighting Controls:** Ten-year operational life while operating continually at any temperature in an ambient temperature range of 0 degrees C (32 degrees F) to 40 degrees C (104 degrees F) and 90 percent non-condensing relative humidity.
- **DIMMING / RELAY PERFORMANCE :** Electrolytic capacitors to operate at least 20 degrees C below the maximum temperature rating when device is under fully-loaded conditions in 40 degrees C (104 degrees F) ambient temperature.
- **DALI CONTROLLER:** DIN-rail mounted controller for DALI-compliant Digital Addressable loads to provide DALI bus power and control for two independent DALI loops with up to 64 ballasts each.
- **DMX CONTROLLER:** The control interface allows controlling DMX512-controlled devices for RGB/CMY color-control applications.

Fire Detection and Alarm System

- Design shall be addressable fire detection and alarm systems as per NFPA72 requirements, and in accordance with project and design guidelines.
- Main/repeater fire alarm control panel, smoke/heat detectors, visual/audible strobes and manual call points shall be integral components of the system.
- In accordance with the NFPA "cause and effect matrix", the building shall be provided with interlocking/alarm arrangement for the safety of the building and its occupants, and for their safe egress using the voice evacuation system.
- Further, emergency lighting shall be provided through UPS for all exit signs, staircase lighting and on all escape routes. All the exit signs shall also be provided with battery backup facility to ensure 100% reliability / operation during distress.
- All alarm initiating and supervisory devices are individually addressable.

Public Address System

- Provision of Digital Signal Processors (DSP) based Public Address System for announcements and emergency voice evacuation as per the requirement of the installation. The system shall comprise of head end equipment, distribution equipment and reception equipment.
 - The DSP multi-effect devices shall have the inbuilt facility of sound processing options (reverb, delay, echo, compression, etc.) in a single unit.
 - PA components shall be provided with graduated priority & shall also be integrated with the Fire Alarm System through necessary interfaces.
 - Each floor will constitute a zone with selective floor-wise isolation facility.

CHAPTER-3

The Site.

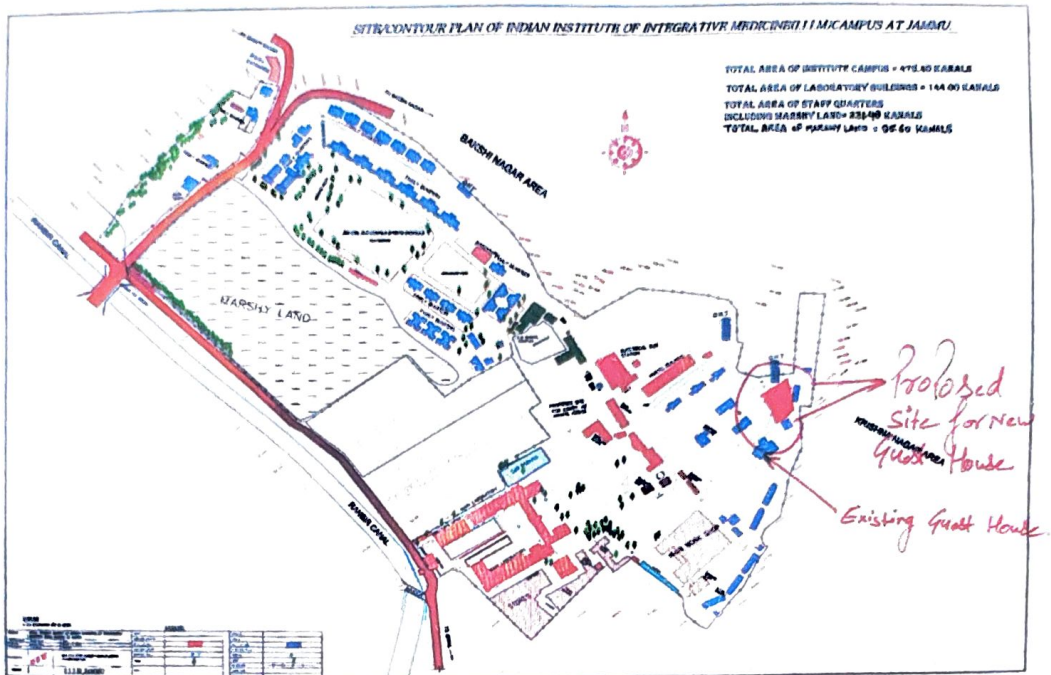
The Site

3.1 INTRODUCTION

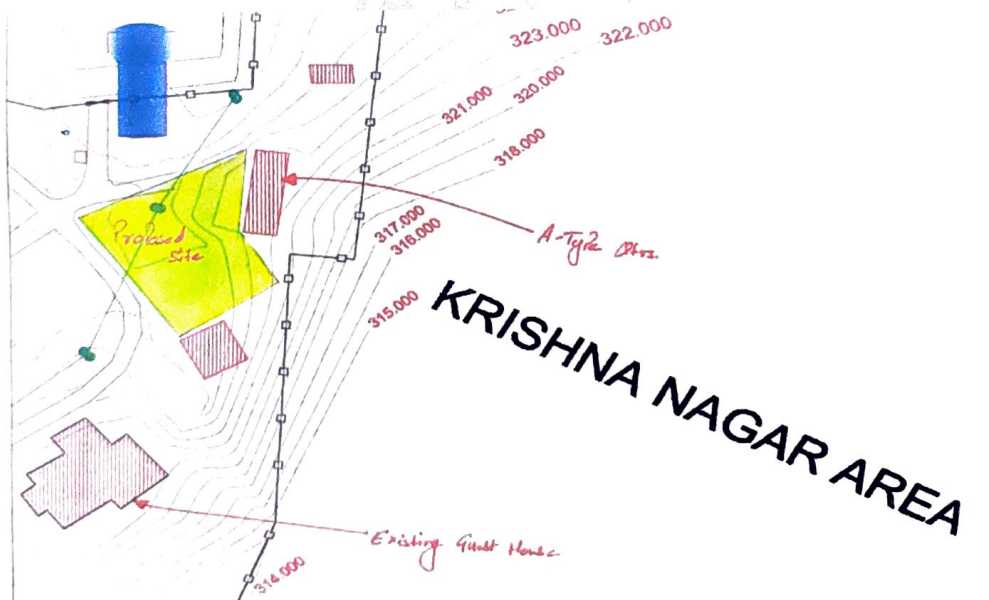
The proposed construction of New Guest House Building at CSIR-IIIM, Jammu to be constructed in the existing laboratory Campus, canal road Jammu located within Jammu Municipal Corporation area. The campus is **32° North, 74° East fringe** of the city. The nearest main railway station is Jammu Railway Station which is about **6km**. Nearest airport is Jammu Airport which is about **7km** from the campus.

3.2 FEATURES/DETAILS OF THE CAMPUS

The entire campus was developed in early forties & fifties. The site is now a fairly plane ground. The campus has land area of **238714 Sqm** (59 acres) more or less. While the campus was established in forties & fifties, the buildings were developed in different phases; at different point of time for modification and up gradation of different functions and services. Total build up area of the campus as of today is approximately **37208 Sqm**.



PROPOSED SITE FOR THE CONSTRUCTION OF 24 ROOMS NEW GUEST HOUSE (G+2) AT CSIR-IIIM, JAMMU (VIEW-1)



PROPOSED SITE FOR THE CONSTRUCTION OF 24 ROOMS NEW GUEST HOUSE (G+2) AT CSIR-IIIM, JAMMU (VIEW-2)

CHAPTER – 4

Scope of (PMC) Services

SCOPE OF PROJECT MANAGEMENT CONSULTANT (PMC) SERVICES

4.1 BROAD SCOPE OF WORK

- 4.1.1 PMC shall be required to manage the entire project activities from conceptualization to completion as per requirements, specifications & conditions laid down in this document.
- 4.1.2 The details of the project i.e. Construction of New Guest House Building at CSIR-IIIM, Jammu as given in chapter-1, 2, & 3.
- 4.1.3 The architectural service is an integral part of scope of work of PMC.
- 4.1.4 The activities under the scope of work of PMC shall broadly include but not limited to the following:

4.2.0 Architectural Service

4.2.1 Design, Drawing and planning stage

The CSIR-IIIM would furnish the requirements and area schedule for various functions to the PMC who shall, there upon, render the following services:

4.2.1.1 Concept Design

The PMC shall

- (a) Submit a Site evaluation and Feasibility Report on the proposed development scheme taking into account of the existing building as per the prevailing norms as applicable at Jammu and other necessary studies if any.
- (b) Furnish analysis report with basic approach to circulation activity, distribution, interaction and external linkages.
- (c) Furnish report on environmental impact of the project and finalize it after discussion with the client clearly outlining the measures required for mitigating the adverse impact.
- (d) Based on general instructions / requirements for designing and planning referred in 'Architectural Program' in Chapter-2, the PMC will prepare alternative conceptual proposals with development sequences & their merits and demerits. The proposals should also include details of useful areas, services areas, circulation area and total plinth area of proposed building and various facilities proposed under 'specific requirements' (para 2.2.2) with '**preliminary estimate**' (PE) as per norms to get information in respect of magnitude of work, its components and services and cost of all such items involved. The proposals should be supported by site plan (layout) showing contours, features, relevant supporting drawings for various services and facilities proposed, with general schematic layout / preliminary sketch of individual floors for all services.

- (e) Finalize the concept design scheme as per permissible FSI and in consultation with CSIR-IIIM.

4.2.1.2 Preliminary Planning & design

- a. Preliminary space planning including planning for structural design & drawings, internal and external utility services like water supply, sewerage, storm water drainage, electrical, fire alarm & fire fighting, street/ compound lighting, landscaping, development plans showing roads, path, parks, paved areas, drains, culverts, compound wall etc including interior design, acoustics, furniture for rooms and other utility, signage, security & surveillance system and other utility services etc. indicating scope, specification and costs separately for each such sub heads. The scope of work shall be as defined above; however, the employer reserves the right to exclude any of the above services from the scope of the consultant's work.
- b. Finalize the preliminary planning, drawings etc in consultation with CSIR-IIIM, Jammu and Preparation of design brief report for all building services along with calculations etc.
- c. Preparation of detailed scope of work & specifications for various building services and component as per the concept design of the proposed building for submission to CSIR-IIIM and/or statutory bodies as per requirement.
- d. Furnish detailed project cost of the building including various services & specialised services/utilities, statutory fees payable to various authorities/ local bodies. After the receipt of **drawings with DPR and preliminary estimates** prepared as per norms from PMC the entire proposal will be processed by CSIR-IIIM for **administrative approval** of the competent authority of CSIR. Further work beyond this stage will be taken up by PMC only after, CSIR-IIIM conveys its administrative approval. In case the administrative approval is not given by the competent authority of CSIR-IIIM/ CSIR, then the work will be terminated as per Article-13 of Chapter-5 of 'General Conditions of Contract.'
- e. PMC will carry out detailed designs & details as per scope of work mentioned in the document and on the basis of drawings approved by various statutory bodies. Thereafter PMC will prepare tender documents, issue NIT, process & award the civil & services (Internal & External) works and get them executed as per specifications & requirements generally on provisions of CPWD manual by following its own procedures for implementing the contracts. The services of PMC shall also include the following:-

- f. Prepare necessary submission drawings on the basis of conceptual design for various statutory approvals and obtain statutory approvals and ensure compliance with codes, standards and legislation, as applicable.
- g. Submit the proposal complete in all respect to local bodies as per the requirement of the various statutory bodies including preparation of Model/Presentation of Model etc. if any.
- h. Obtain the approval of plan, design & drawing etc. from the competent authority, statutory bodies etc. as necessary, according to the local Acts, laws, Regulations etc. and make any changes desired by such authorities. The approved/modified plan and drawings are to be submitted to the Employer before the start of the work.
- i. Submit program of work assigned to them, up to the stage of tender document.
- j. PMC will provide its consultancy services to get the necessary soil investigation studies done to ascertain bearing capacity of soil, sub soil & water level for structural designs. It will also get the hydrological tests done for ascertaining the availability, quality and quantum of water. The expenditure incurred on soil investigations and hydrological tests shall be borne by the CSIR-IIIM.

4.2.1.3 Detailed Drawing Stage:

Preparation of detailed working drawings with details incorporating services and schedule of quantities etc.

This will include:-

- a. Preparation of detailed architectural and structural drawings including, electrical, and other building services drawings and detailed estimate generally on provisions of CPWD manual or by following PMC's own procedure.
- b. Furnish detailed project cost as specified and approved in preliminary estimate.
- c. Obtain approval of local authorities, if any, and make changes required by them with intimation to employer.

4.2.1.4 Construction Stage:

- a. Prepare and issue working and detailed drawings for proper execution of works during construction.
- b. Approve samples of various elements and components in consultation with CSIR-IIIM.

- c. Check and approve shop drawings submitted by the contractors/ vendors.
- d. To ensure that the work at site proceeds in accordance with the contract documents / drawings.
- e. Obtain completion and occupation certificate from all local authorities / statutory bodies as per statutory rules after the completion of the respective/ stages of work.
- f. Prepare as built drawings including services and structure & issue two sets of drawings along with the soft copies of all the drawings.

4.3 CONSTRUCTION MANAGEMENT

4.3.1 Pre-construction Stage

- a. PMC will provide its consultancy services for necessary inputs, tender documents, NIT etc. for soil / hydrological tests and/or surveying etc. They will also get the work executed generally on provisions of CPWD manual by following its own procedure. The cost incurred for testing, surveying etc. as mentioned in feasibility studies will be borne by CSIR-IIIM.
- b. PMC will create detailed tender documentation with all tender drawings, Bill of quantities and specification for floating tenders, issue NIT for inviting bids, process and award the works and get them executed as per specifications & requirements approved by CSIR-IIIM generally on provisions of CPWD manual by following its own procedure.
- c. PMC will inform and take approval from CSIR-IIIM about cost put to tender during tendering process.
- d. Process the pre-qualification of vendors / construction agencies of various works and services at appropriate stages as per CPWD guidelines or, by following its own procedure.
- e. Hold vendor interaction meetings, pre bid meetings and ensure clarity on queries generated.
- f. Analyze the received bids and award the work as per its own (PMC) procedures & inform CSIR-IIIM accordingly.
- g. Furnish work schedules and fund requirements at various stages of work to CSIR-IIIM

4.3.2 Construction Stage

- a. Prepare detailed coordinated construction schedule.
- b. Prepare list of drawings that shall be released for the project with a detailed drawing schedule in accordance to the agreed construction and Project schedule.
- c. Arrange detailed construction drawings for execution of work at site.
- d. To ensure construction drawings are finalized after coordination with other disciplines and all agencies to have clear demarcated responsibility.
- e. Day-to-day supervision of work to ensure proper quality, workmanship, timely completion of the work by employing adequate engineers & supervisory staffs as per sound engineering practice including vetting/checking of bills as per its own procedures.
- f. PMC will also depute its own financial officers as part of the project team for vetting / checking the bills as per its own procedure.
- g. Conduct site meetings & coordination meetings with all agencies for timely completion of the project.
- h. Furnish financial & physical progress report as required by CSIR-IIIM based on predetermined format & time schedule.
- i. Conduct coordination meeting with CSIR-IIIM to review progress of work periodically.
- j. Carry out quality assurance checks & adhere to maintain quality assessment reports.
- k. 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 major deviation from the preliminary approved scheme during execution of the works, the same shall be referred to CSIR-IIIM for approval.
- l. Interact & Liaise with CSIR-IIIM to understand, integrate and link the services to the existing building services.
- m. In case of necessity for changes in terms of design, quantities, and specifications etc PMC should provide detailed justification for obtaining approval from CSIR-IIIM. In case there is likelihood of excess expenditure over the approved preliminary estimates at any stage of work, PMC shall submit revised estimates along with justification for affected items of work for approval of CSIR-IIIM. On approval CSIR-IIIM shall release further funds as per these approved revised estimates.

- n. Provide quick clarifications to designs or details that have been provided vide drawings or immediate solutions to the clarifications sought by the vendors/Contractors.
- o. For all contracts awarded by PMC, the payment will be released by PMC as per its (PMC) own procedures.
- p. Ensure all statutory inspections and checks.
- q. PMC shall be fully responsible for dealing with the Arbitration cases, if any, for contracts entered with 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 latest Arbitration & Conciliation Act. It shall be the sole responsibility of PMC to defend the case provided there is no fault/ negligence/ delay on the part of CSIR-IIIM on any matter whatsoever for which dispute has arisen between two parties. The cost of arbitration/litigation, if any, shall be borne by PMC and PMC shall take all necessary steps to safeguard CSIR-IIIM interest while awarding the works to the contractor.

4.3.3 Post Construction Stage

- a. Witness testing & commissioning of all utilities and certify the same.
- b. Arrange to furnish, certify & approve 'As built drawings'.
- c. Provide project completion certificate.
- d. Co-ordinate with vendors/contractors and arrange for user operation maintenance manuals and training to client's representatives.
- e. Prepare hold-up lists and schedule completion for these hold-ups.
- f. Negotiate with vendors for Annual Maintenance Contracts, retention periods and guarantee time frame, if required.
- g. Provide adequate engineering and supervisory staff for regular inspection/ monitoring of works and during Defect Liability Period and issue of timely notice to vendors/agencies for rectification of defects, if observed.
- h. 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 CSIR-IIIM shall be final in this regard.
- i. PMC to prepare documentation of the design basis report(s) and also be responsible to prepare the documentation of the various designs and detailed drawings including preparation of pen drives for record/archiving purposes. Copies of all records & pen drives including all statutory approvals in original to be handed over to CSIR-IIIM for future references.

4.3.4 Payments to Contractors / Vendors

- a. CSIR-IIIM will deposit up to 25% (Twenty five percent only) of total estimated cost of the project as initial deposit with PMC. 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, CSIR-IIIM 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. If any interest accrues on the deposit / advance given by CSIR-IIIM, then the same shall be credited to the project account by PMC. After the execution of works an expenditure and utilization certificate will be forwarded by PMC in an approved CPWD format. However final payment (except advance) will be on reimbursement basis instead of utilization certificate.
- All expenditure towards carrying out feasibility studies except fee for PMC services will be borne by CSIR-IIIM. PMC will prepare a separate estimate for the same and submit its estimate to CSIR-IIIM for administrative approval and sanction of expenditure. Necessary fund would be deposited to PMC as advance for carrying out the work. Final payment would be made on reimbursement basis.

4.3.5 Working procedure during Implementation of the Project

- a. PMC shall prepare all detailed architectural drawings including, structural and services drawings along with preliminary & detailed estimates, Bill of Quantity (BOQ) & technical specifications, tender documents consisting of NIT, GCC, SCC and BOQ for different phases and 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 approved architectural design & drawings.
- b. PMC shall call the tenders and award the work to contractors/Vendors generally on provisions of CPWD manual or by following its own procedure.
- c. Maintain records as per PMC's "Quality plans" during execution of the works. On the completion of the project, records shall be handed over to CSIR-IIIM.
- d. Checking and inspection of quality of materials and workmanship, deployment of adequate Labor force of the contractor and giving suitable instruction to the contractor for proper execution of works.
- e. Certification of Quality, measurements & bills of all contractors / Agencies / vendors as per the terms of the order placed by PMC.
- f. Administration of all contracts and resolve difference and disputes, if any.

- g. Final inspection, checking/supervision of testing, commissioning of various systems and assist CSIR-IIIM in taking over of various parts of works and of various systems.
- h. PMC shall appraise CSIR-IIIM the progress and/or activities of the Vendors & project progress on periodical basis in review meetings as well as prepare & submit Progress Reports as per approved format.
- i. PMC shall 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.
- j. An exceptional report for failure of tests (if any) along with remedial / corrective action.

4.3.6 Other Responsibilities of PMC

- a. 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 the CSIR-IIIM. In case M/S..... (PMC) cease to be the PMC, the right & responsibility of M/s..... (PMC) in the contract shall get transferred to CSIR-IIIM or their nominated agency shall operate this contract."
- b. Settlement of all accounts of the contractors including reconciliation of materials supplied to the contractors if any.
- c. Ensuring of defect liability activities by the contractors during the respective liability periods.
- d. Providing to CSIR-IIIM "As-built drawings" of the project for purpose of record.
- e. Organizing/providing all operation and maintenance manuals through contractors and training to the CSIR-IIIM staffs.
- f. Preparation of Final Report, which shall contain technical & financial information of the project.
- g. Records related to the PROJECT & maintained by PMC during PROJECT execution shall be handed over to the CSIR-IIIM on completion of the PROJECT.
- h. PMC will ensure all possible mandatory test at site.
- i. Checking & finalization of final estimates, assisting in the audit/ technical observation, etc (if any).
- j. Conduct Arbitration matters between various agencies till final settlements of disputes.
- k. PMC shall prepare draft replies and get it vetted from IIIM/CSIR in replying to the observations made by CTEs branch/ CAG Audit/ Vigilance etc, if required.
- l. PMC shall include the provision of dismantling, & reinstallation of existing services equipments of CSIR-IIIM such as DG sets, boilers, Lifts, Incinerators etc which are to be reused including obtaining of mandatory approvals from local bodies.

- m. PMC shall obtain completion certificate & other necessary statutory approvals from concerned authorities & handover the building complete in all respect, free from all encumbrances including the vacation of temporary workers' hutments etc at site, if any to the CSIR-IIIM.
- n. PMC shall maintain all registers/records etc. during execution of works as stipulated in CPWD works Manual - 2024.
- o. 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. However final payments (except advance) will be on reimbursement basis instead of utilization certification.

4.3.7 OBLIGATION OF THE CSIR-IIIM

- a. To provide assistance to the extent possible to PMC for getting clearance from concerned statutory authorities. However, the responsibility for getting such statutory clearance will rest with the PMC.
- b. The CSIR-IIIM 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.
- c. To provide assistance to the extent possible to PMC for obtaining electrical and water connections.
- d. CSIR-IIIM shall hand over the site to PMC for execution of the work.
- e. To pay duly pre-audited and certified bills of PMC preferably within 10 days of their submission.
- f. In case the M/s (PMC) cease to be the PMC, the right & responsibility of M/s (PMC) in all the contracts executed with the vendors shall get transferred to the CSIR-IIIM and the CSIR-IIIM or their nominated agency shall operate those contracts.

4.3.8 TIME OF COMPLETION OF THE PROJECT

- a. The project Management consultant will get the entire project completed within a period of **18 months (3 months for planning, 15 months for construction & procurement and installation of furniture)**. 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 CSIR-IIIM and PMC. The PMC will be required to prepare the detailed time schedule based on the total completion period of **18 months** for all the activities under this project. The entire project will be divided into activities and events as well as CPM/PERT charts will be prepared by PMC. Monitoring on periodical basis will be carried out by them. PMC will submit periodical progress report to CSIR-IIIM along with the events 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.
- b. The PMC will be required to prepare the detailed time schedule based on the total completion period of **18 months** 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 in consultation with CSIR-IIIM. PMC will submit monthly monitoring of progress to CSIR-IIIM and quarterly progress report to CSIR-ESD, New Delhi along with their events, PERT chart and expenditure milestones and recommendations.
- c. In case of delay in any activity, the PMC will suggest and recommend remedial measures in order to get the project completed within the stipulated time and cost.

CHAPTER –5

General Terms & Conditions of Contract

GENERAL TERMS & CONDITIONS OF CONTRACT

ARTICLE 1 DEFINITION

For the purpose of this CONTRACT, unless otherwise specified or repugnant to the subject of 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 designing & construction work by following its own procedures. PARTIES shall mean OWNER and PMC each one individually referred to as PARTY.
- 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 Annexure 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 PMC 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 CSIR, its successors, permitted assigns and CSIR-IIIM, a laboratory of Council of Scientific and Industrial Research (CSIR) located at Canal Road, Jammu 180001.
- 1.7 **"PARTIES"** shall mean OWNER and PMC each one individually referred to as PARTY.
- 1.8 **"PROJECT"** shall mean the buildings, other facilities & allied works for the use of CSIR & to be constructed at CSIR-IIIM Jammu.
- 1.9 **"PROJECT COST"** means the assessed cost of the project excluding the cost of land, PMC fee, and Payments made for statutory approvals.
- 1.10 **"SERVICES"** shall mean the responsibilities to be discharged by PMC for fulfilling its obligations under this CONTRACT.

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.
- 2.1.1** Upon notification of completion of buildings/works in writing by PMC, CSIR-IIIM 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.
- 2.1.2** The date of acceptance by CSIR-IIIM 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**. The responsibility of the PMC includes obtaining the completion certificates and submitting 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 CD's etc. prepared by 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 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 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 inclusive of statutory levies imposed up to the date of submission of bid by PMC, from time-to-time. However, PMC shall be reimbursed any other future tax including GST by central/ state Govt. subject to submission of proof of payment of such taxes.

The reimbursement to PMC will also include any statutory taxes / levies arising due to award of works by PMC to contractors directly.

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, State Govt. or allied statutory authorities 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

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, extra ordinary 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.

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 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 intimated by the arbitral tribunal.
- 12.4 The arbitration proceeding shall be conducted in the English/ Hindi Language and shall be held at Jammu.

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 up to 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 up to 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 for the purposes of this project only.

ARTICLE 15 ASSIGNABILITY

- The CONTRACT, 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, 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 building, 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 shall amount to non-performance by PMC. In the event of CSIR-IIIM is of opinion that PMC is not performing in accordance with the condition laid down in the agreement, then CSIR-IIIM 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 Director, CSIR-IIIM will be final & binding on this account.

CHAPTER – 6

Fee for PMC's Services

Fee for PMC's Services

- 6.1 The fees for services of Project Management Consultant shall be payable on the 'Project Cost', which is estimated to be **Rs. 1329.48 Lakhs** presently. The 'project cost' for the purpose of paying fee will mean the estimated cost of works put to tender based on which financial bids are invited from various agencies / vendors. The fee for PMC for the above project will 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. The PMC shall quote its fee on Lump sum basis only. The estimated 'project cost' considered is tentative and the actual project cost may vary. PMCs are supposed to quote lump sum fee in Proforma for Financial Bid (Annexure-A) for the built-up area of 2400 sqm(G+2) for Construction of New Guest House Building at CSIR-IIIM, Jammu. The quoted lump sum fee shall remain fixed for the work irrespective of the estimated project cost of work finalized (by the PMC at a later stage) based on actual requirement.
- 6.3 CSIR-IIIM shall pay PMC the lump sum fee for the professional services rendered by them for the entire project as per scope of work described in Chapter 1 to 5. However, if bulk equipments like generators, lifts, transformers, Water cooler, Air conditioning equipments etc. are purchased by the department directly without any design & other inputs from PMC, then fee on these components shall not be payable to PMC. In case the building is centrally air conditioned, the cost of the A/C equipments shall be included provided the planning & design work is done by the PMC. Subsequent escalation in tendered cost of work due to variations in the cost of labour, material, specifications etc. shall not be paid. For any portion of work deleted at any stage, the PMC shall be paid the fee only up to the stage of work done just before deletion. No additional fee is payable for deviations in the quantities of any item during actual execution. Fee shall be calculated on estimated cost of works put to tender. No extra/substituted items, deviations (plus/minus) shall be considered.
- 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 CSIR-IIIM for this purpose. No separate amount is payable for service tax and the same is deemed to be included in the above fee. PMC be reimbursed any other future taxes imposed by the Govt. subject to submission of proof of payment of such taxes.

6.5 Stages of Payment of PMC Fee:

1. Preparation and approval of Soil Testing, Preliminary Scheme and Preliminary Estimates by CSIR-IIIM, and obtaining statutory/municipal Approvals.
 - 10% of total fee payable.
2. Preparation of detailed drawings and detailed estimates, then approval of CSIR-IIIM
 - 20% of the total fee payable less payment already made at stage (1)
3. Preparation of tender documents, Issue of N.I.T. & award of works to vendors/agencies.
 - 30% of total fee payable less payment already made at stage (1) &(2)
4. During the execution of work by contractors/ vendors (on pro-rata basis) commensurate with the value of the work executed.
 - 80% of total fee payable less payment already made at stage (1), (2) & (3)
5. After successful completion & taking over of project and on acceptance of project by CSIR-IIIM.
 - 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.
 - 100% of the total fee payable less payment already made at stage (1), (2), (3), (4) & (5)

Note: (a) Running Payments will be made on pro-rata basis taking into account the quantum of work done under stage 1,2,3&5. Pro-rata payments under stage- 4 are already allowed. However, no pro-rata payments will be allowed for stage-6.

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. However, if the Owner deviates substantially from the original scheme which involves change in the scope of work leading to increase in overall tendered cost by more than 10% and PMC is necessarily required to provide services for these works for its proper execution by putting extra services, for making changes and additions to the drawings, specifications or other documents, the PMC shall be paid for such extra services and expenses on pro-rata basis of the percentage of fee payable under this agreement unless such changes, alterations are due to PMC's own omissions and/or discrepancies. The decision of the Owner shall be final on whether the deviations and additions are substantial as requiring any compensation to be paid to PMC. However, for the minor modification or alteration which does not affect the entire design, planning etc. no amount will be payable. The decision of the Owner in this respect shall be final.
- iii. If it is found after call of tenders that the acceptable tender is not within the amount sanctioned, PMC shall, if so desired by the Owner, take steps to carry out necessary modifications in the design and specifications to see that the tendered cost does not exceed the amount of corresponding sanction by more than 5% (five percent). PMC shall not be paid anything extra for such modifications.
- iv. PMC shall not make any material deviation, alteration, addition to or omission from the work shown and described in the contract document without the prior written consent of the Employer.
- v. The cost of individual work shall not exceed the sanctioned estimate as approved by the Owner. Prior approval of owner in writing shall be taken for any such increase anticipated by giving full justification.

CHAPTER - 7

Form of Contract

FORM OF CONTRACT

THIS CONTRACT is made on day of 2025

BETWEEN

Council of Scientific & Industrial Research (CSIR) which is a society registered under the Societies Registration Act, XXI of 1860 and having its Office at Anusandhan Bhawan, 2, Rafi Marg, New Delhi-110 001, (hereinafter called IIIM / 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,

WITNESSE THAT

WHEREAS CSIR has one of its constituents namely; Indian Institute of Integrative Medicine Jammu, hereinafter called CSIR-IIIM

WHEREAS OWNER intends to have certain Project Management Consultancy Services for establishing "CONSTRUCTION OF 24 ROOMS NEW GUEST HOUSE (G+2) AT CSIR-IIIM, JAMMU". (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 witnessed as follows:

Clause -1 CONTRACT DOCUMENT

The following documents shall constitute the CONTRACT in addition to Form of Contract (Chapter 6):

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 CSIR-IIIM & PMC after the issue of PMC document till the award of work as listed below :-
 - a)
 - b)
 - c)

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 CSIR-IIIM.

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 CSIR-IIIM 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 CSIR-IIIM and shall remain in force for **18 months** (**3 months** for planning, **15 months** for construction & procurement installation of furniture 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 /CSIR-IIIM, 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 Jammu 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.

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

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.

CSIR/ IIIM: Director, IIIM or his nominee
Indian Institute of Integrative Medicine
Canal Road
Jammu – 180 001.

PMC: Project Manager,

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.....

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
CSIR/IIM
Through IIM

For and on behalf of PMC

Name

Name

Designation

Designation

Place

Place

Date

Date

Witness

Witness

1.

1.

2.

2.

Performa for Financial Bid
(To be quoted in CPP Portal)

Ref No.....

Date

Director,
CSIR-IIIM (Formerly R.R.L),
Canal Road, Jammu Tawi - 180001(INDIA)

Sub: "Construction of 24 Rooms New Guest House (G+2) at CSIR-IIIM, Jammu".

Dear Sir,

We have carefully noted the scope of work for providing Project Management Consultancy Services for Design & execution etc on deposit work basis as stated in the chapter-1 to chapter -7 of this document. We are pleased to quote our lump-sum fee and submit the same in the prescribed BOQ format of the Financial Bid on the CPP Portal for providing our services as per the scope of work and terms & conditions of Agreement.

Thanking you,

Signature with name and
Designation of the competitor.

Date :

(Authorized Seal)

Check list

No.....

1. Details of Similar projects handled by PMC (already completed) accompanied with project report, completion certificates, photographs etc.
2. List of projects in hand with PMC with description of projects, cost, TIME LINE TARGETS etc.
3. Report explaining PMC's approach particularly to this project.
4. Time schedule for complete development of complete Project in a form of BAR CHART.
5. Alternate models/methodology, phasing and development strategy
6. PMC's strategy for quality control on the project.
7. Expertise to be made available for this project.
8. Financial Bid on Prescribed Format as given.

NOTE: - The Check list shall be dully filled and submitted along with the Technical Bid.