



INTERNATIONAL BUDDHIST CONFEDERATION

Collective Wisdom United Voice

International Buddhist Confederation
Room No 513, 5th Floor, A-1 Wing, IGNC Building

—

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Email: secretariat@ibcworld.org with CC to adminibc@ibcworld.org

Tender Notice No. 54/Lumbini/IBC/2022

**REQUEST FOR PROPOSAL
FOR
APPOINTMENT OF PROJECT
MANAGEMENT CONSULTANT**

**FOR CONSTRUCTION
MANAGEMENT OF**

***THE BUILDING OF INDIA INTERNATIONAL CENTRE
FOR BUDDHIST CULTURE AND HERITAGE [IICBCH] IN
THE PREMISES OF THE LUMBINI MONASTIC ZONE,
NEPAL.***

CHAPTER 1
PRESS NOTICE

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INTERNATIONAL BUDDHIST CONFEDERATION

PRESS NOTICE

Request for Proposal (Tendering) vide NIT No. 54/Lumbini/IBC/2022

Appointment of Project Management Consultant

International Buddhist Confederation (**IBC**), New Delhi invites sealed physical (manual) percentage rate bids in two bid system from the eligible Project Management Consultancy (PMC) firms/PSUs (referred as firms henceforth) for **the work "Construction Management of the *Building of ICBCH in the Premises of the Lumbini Monastic Zone, Nepal*".**

Last date & time of submission of physical bid is **17.09.2022, up to 01:00 P.M.** The physical bids shall be put in to a secure drop box in the office of IBC before the time mentioned above. The technical and financial bids will have to be placed in two different sealed envelopes, and both placed inside a single sealed envelope.

The Bid forms and other details can be seen and downloaded from IBC portal namely <http://www.ibcworld.org>.

(M.S.Gusain)

Deputy Director

CHAPTER 2

Invitation to RFP & Instruction to Bidders

CHAPTER 2

Invitation to RFP & Instruction to Bidders

IBC invites physical (manual) bids in two bid systems (i.e. Technical bid & Financial bid) from the eligible Project management consultancy firms. Details are as follow: -

Information Related to Bid

A.1.1	NIT No.: <u>54/Lumbini/IBC/2022</u>	
A.1.2	Name of Work	“Project Management Consultancy for Construction Management of the Building of IICBCH in the Premises of the Lumbini Monastic Zone, Nepal.”
A.1.3	Estimated cost	Rs. 78 Crore (INR) (Excluding GST) or total cost incurred towards the project, whichever is low.
A.1.4	Contract period	18 Calendar Months or till the completion / Finalization / complete documentation of Project, whichever is later.
A.1.5	Mode of submission of Bid	Physical only
A.1.6	Bid Security	Rs. 2,00,000/- (Two Lac Only) (INR) Note: 1. Bid Security of the bidders other than the lowest bidder shall be refunded within 30 days of the opening of financial bids. 2. The bid security of the lowest successful bidder shall be returned within 30 days of receipt of the requisite performance guarantee. 3. Financial bids shall be opened only of those qualifying in the technical bids. 4. Bid security shall be forfeited: * if any bidder withdraws or modifies their bids before acceptance of the bid during the period of validity, or ** if the successful bidder after being awarded the contract, fails to sign the contract, or to submit a performance Guarantee before the deadline defined in the RFP. In this case the action of forfeiture shall be

		undertaken without any notice. Also, the bidder shall not be allowed to participate in the re-tendering process of the work. Along with the aforesaid, the bidder will be suspended from submission of the bids for two years in the IBC, New Delhi.
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Key Events and Dates

A.2.1	Publishing Date	10:00 AM, 25.08.22
A.2.2	Document Download Start Date	10:00 AM onwards, 25.08.22
A.2.3	Pre-Bid Meeting	12:00 pm, 07.09.22 through web conferencing
A.2.4	Uploading of clarifications on queries	05:00 pm, 09.09.22
A.2.5	Last date and time of submission of tender	01.00 pm, 17.09.22
A.2.6	Date & Time of physical opening of technical bid	04.00 pm, 17.09.22
A.2.7	Date and Time of the Presentation (Only for those whose bids are found Technically qualified)	To be intimated later
A.2.8	Date & Time of physical opening of Financial bid	To be intimated later only to the bidders technically qualified

Other Important Information Related to Bid

A.3.1	Security Deposit	IBC shall deduct a sum at the rate of 2.5 % of the gross amount of each running bill and final bill shall be recovered till the sum deducted amounts to the security deposit of 2.5% of the tendered value (Professional fee). Alternatively, Bank Guarantee (BG) in prescribed form (Annexure V) of IBC or fixed deposit receipts in favour of IBC from a nationalized bank may be submitted, to be payable at New Delhi. And it must be valid upto 60 days after date of completion of project and extended from time to time as per the requirement.
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<p>A.3.2</p>	<p>Performance Guarantee</p>	<p>The successful bidder shall submit an irrevocable Performance Guarantee of 3% (Three percent) of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within 10 working days of the issue of the letter of acceptance or within further extended period but not exceeding 10 working days on written request of the successful bidder stating the reason for delays in procuring the Performance Guarantee, to the satisfaction of the IBC but not exceeding 10 working days and with a late fee of Rs.1,00,000/- . This guarantee shall be in the form of Bank Guarantee in the prescribed form from any nationalized Bank/Banker's Cheque of any scheduled bank/Demand Draft of any scheduled bank or Fixed Deposit Receipts. The Performance Guarantee will have validity of 24 months and in case the work is not completed, the same shall be got extended by the successful bidder for the period of 60 days beyond the expected date of completion of the work. The Performance Guarantee will be refunded within 60 days of the completion of work and receipt of occupancy certificate whichever is later.</p> <p>Note:</p> <ol style="list-style-type: none"> 1. Performance Guarantee shall be forfeited: <ul style="list-style-type: none"> ● if the successful bidder after being awarded the contract fails to start delivery of services as mentioned in this RFP or as directed by authority of IBC New Delhi. ● Upon Determination / termination of the contract. In the case of determination / termination along with the performance guarantee, security deposit already recovered shall also be forfeited. 2. The decision of International Buddhist Confederation shall be final & binding in case of the forfeiture.
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A.3.3	Mode of payment of Bid Security	<p>Bidders will have to deposit the Bid Security through NEFT or RTGS only. Other instruments are not accepted on this account. Bank Details for the same are as below:</p> <p>Name of beneficiary: International Buddhist Confederation Address : Room No 513, 5th Floor, A-1 Wing, IGNCA Building, Janpath, New Delhi 110001 Account No. <u>41184132805</u> Name of the Bank :-State bank of India IFSC Code :-SBIN0000691 PAN No. : AAAAI6962J</p> <p>Bidders will have to submit scanned copy of Payment details towards cost of Bid Security during the submission of tender and the same will be accepted only on verification & confirmation by the Institute. Any delay in credit will not be entertained by IBC. In the absence of these instruments the bids will summarily be rejected.</p>
A.3.4	Method of Selection	Quality and Cost Based Selection.
A.3.5	Bid Validity	90 days from the date of opening of Financial Bid

Note: General Information and bid submission

The Project management consultancy firms having experience in providing Project Management Consultancy for a similar work/project amounting to not less than Rs. 80 Crore (INR) under a single agreement during the last 07 years ending previous day of last date of submission of tender are eligible to apply. Joint ventures are not accepted. The bidders should also fulfill the following criteria for the eligibility:

1. Average annual financial turnover of Minimum Rs. 30 Cr. or more during the last 3- financial years 2018-19, 2019-20, and 2020-21 duly certified by a practicing Chartered Accountant with UDIN.
2. Should have satisfactorily completed at least one similar work amounting to not less than 80 Crores (INR) under a single agreement in its own name and style during the last 07 years ending previous day of last date of submission of tender.
3. The bidder should not have incurred any loss in more than one financial year during the last three financial years i.e.2018-19, 2019-20 and 2020-21.
4. Solvency certificate from scheduled bank for an amount equal to fee quoted. (Date of issue should be during the period of this tender submission or else the validity period should be mentioned on the Solvency Certificate & this should cover up the tender submission period).

A similar work/project here means “Project Management Consultancy Services provided for the supervision and quality control of integrated structure having large, prominent and unique architectural features, besides landmark facilities (iconic structures, Stadiums, Auditoriums, High end Green/Net Zero complied buildings etc.).The bidders shall submit the evidence of having supervised such project(s) along with Technical Bids.

Eligibility of bidding agencies shall be evaluated on the basis of their overall past performance, experience of similar projects, available technical manpower and their qualification and experience besides their ability to adhere to Net Zero compatibility. The bidders are requested to submit correct information and give documentary evidence as asked in the tender document in support of their eligibility.

BIDDING DOCUMENTS

1. The bidders shall pay **the non-refundable tender processing fee i.e. Rs.10,000/- (Rupees Ten Thousand Only) including GST in favor of International Buddhist Confederation, New Delhi** by net-banking / Debit / Credit card and then download the required documents / bid schedules, Bid documents etc. as mentioned on website. Once processing fee is paid, it will be moved to the respective “requested” Tab.

PREPARATION OF BIDS

1. Bidder should take into account any addendum and corrigendum published on the bid document before submitting their physical bids only on IBC website.
2. Please go through the bid advertisement and the bid document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
3. The bidder, in advance, should get ready the bid documents to be submitted as indicated in the bid document / schedule. Copies of all documents as mentioned in RFP shall be attached to the bid document.

SUBMISSION OF BIDS

Submission of the Bids would be done physically with all the relevant documents placed in double sealed envelope. The same should be put in a Drop Box that will be placed for the purpose in the Office of the IBC, IGNCA Building, Janpath, New Delhi. IBC officials at location will be able to assist in case of any difficulties.

1. The bids of the bidders not submitting the earnest money (Bid Security) shall not be opened and shall be summarily rejected.
2. During Technical bid scrutiny, if it is found that the bidder has submitted false papers / documents/reports for fulfillment of qualifying criteria, such bids shall be rejected and no further evaluation of such bids shall be made.
3. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable.
4. It may also be ensured that the Bid Documents are available in the IBC Drop Box before the indicated deadline.
5. Conditional tenders shall be summarily rejected.

ASSISTANCE TO BIDDERS

For any Query contact us at our Email: secretariat@ibcworld.org with CC to adminibc@ibcworld.org

OTHER INFORMATION AND TERMS & CONDITIONS

Time schedule

Time for completion of this construction management services as per the scope detailed in this document will be as per the clause A.1.4 of this tender. The contract will remain valid for the period covered under the referred clause A.1.4 or till the completion / Finalization / complete documentation or actual date of handing over/completion of work whichever is later for which nothing extra shall be payable. The basic consideration and the essence of the contract shall be adherence to the time schedule for performing the services as detailed under the scope.

Technical Bid

The Technical Bid submitted by the bidder should duly consider the requirements as per the RFP.

List of Documents for Technical Bid to be submitted to IBC

Technical Bid Stage-1:

The following documents should be duly attested by the bidder and provided as part of

set of documents for submission:

1. Letter of transmittal (Annexure I)
2. Technical bid (RFP duly signed and sealed).
3. E-payment details towards cost of Earnest Money (bid security).
4. Annual financial turnover only on account of PMC Services for Supervision of Building Construction Project jobs during the last three financial years 2018-19, 2019-20 and 2020-21 (duly certified by a practicing Chartered Accountant with UDIN).
5. Audited Profit & loss account for three financial years 2018-19, 2019-20 and 2020-21.
6. Solvency certificate from scheduled bank for an amount equal to fee quoted. (Date of issue should be during the period of this tender submission or else the validity period should be mentioned on the Solvency Certificate & this should cover up the tender submission period).
7. Completion certificate of similar work, where in contract value, job value on completion, scheduled and actual completion date should be mentioned, has to be provided for this purpose. Certificates of Work Experience/Completion Certificates issued by officer of the Department not below the rank of an Executive Engineer in case of PSUs/Government or senior officer/ manager in case of an autonomous body / organization / Institutions. The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum; calculated from the date of completion to previous day of last day of submission of bids.
8. Litigation/Arbitration cases Completed & Pending/in progress with details during last 7 Years (Annexure II)
9. Certificate(s) in respect of LEED/GRIHA certified projects.
10. PAN (Permanent Account Number)
11. Income Tax Return for three financial years 2018-19, 2019-20 and 2020-21.
12. GST (Goods & Services Tax) Registration Certificate
13. EPF/ESI registration certificates.
14. Authorisation letter of officer(s) who is forwarding the tender & who will be signing agreement / making communication etc.
15. Undertaking on the letter head having gone through and its acceptance for the RFP terms & conditions and corrigendum (if any).
16. Integrity Agreement (as prescribed in the tender should duly be signed and sealed by the authorised signatory and provided as part of the set of documents. However, the actual execution of agreement on non-judicial stamp paper of requisite value will be done immediately after furnishing of performance guarantee).
17. Bank details for refund of bid security (Annexure III).
18. Any other document that bidder feels necessary in support of his candidature.

Technical Bid Stage-2 (Presentation):

All those Bidders, who qualify in Technical Bid (Stage-I) will have to make a physical presentation at IBC New Delhi as per the details / heading explained in chapter-5. The presentation by each bidder should be of approximately 20 minutes duration. Bidders have to make their own arrangements for making the presentations. Bidders should ensure that the presentation of their proposal should only be made by the proposed team leader who is going to be deployed for this project, in case of being successful in bidding process/award.

The following documents should be duly attested and provided to IBC on or before the due date mentioned in RFP:

1. Copy of presentation proposed to be made before jury (time limit - within 20 min.; language – Hindi/English)
2. CVs of proposed manpower to be deployed on the project. (As per the format given at Annexure-IV), evaluation will be guided by Annexure-IV along with details mentioned in Chapter-4)
3. Organizational setup of the firm.

I. Financial Bid

The Professional fee for the PMC services shall be for the total Scope of works as detailed in the RFP. The Bidders are required to quote a consolidated amount of fee quoted for the entire scope of work detailed in this RFP except GST in the prescribed format (Annexure VI). However, the fee should be inclusive of all prevailing taxes and levies applicable for the job other than the GST. No extra payment other than the fee quoted will be made by the IBC New Delhi separately, even due to variation in the final cost of the project. The quoted fee of this agreement will not be increased either due to increase in estimated cost or cost overrun of **IICBCH** project, extension of time or due to any reason whatsoever. GST would be reimbursed, as applicable during execution of the contract.

1. The price shall remain firm during the pendency of the contract.
2. The fee payable will solely be guided by the quoted fee for the contract, which shall be firm & fixed during the pendency of the contract.
3. The Consultancy fees shall be deemed to include the cost of necessary subordinate staff, associates/sub consultants, travelling expenses, meetings, and all other expenditures, which the PMC may incur in the course of carrying out the services agreed upon. The PMC shall not be entitled to any payment or remuneration, over and above the consolidated fees.
4. Monthly 'Review Meeting' will be held once a month either at the project location or at IBC/Ministry New Delhi, as the case maybe. Cost of attending the meetings including travelling, boarding and lodging of the personnel of the PMC shall be

borne by the PMC.

5. All necessary statutory deductions as per laws of the Local Bodies / State Government / Government of India shall be affected from the bills payable to the PMC. In case of delay attributable to the PMC & there is an increase in GST rate then the reimbursement towards GST shall be restricted to the rate as prevailing during currency of the original contract.

Signature of Bidder

The bid must contain the name and place of business of the Bidder. Significant evidence of authority of the person signing on behalf of the Bidder shall be furnished with the bid. All the pages of this document must be initialed/signed and submitted to IBC New Delhi within the stipulated date of submission of bids.

Validity

The offer shall remain valid for a period of 90 (Ninety) days from the date of opening of Technical bid.

The bid submitted shall become invalid if:

1. The bidder is found ineligible.
2. The bidder does not submit the bid security.
3. The bidder does not provide all the documents as stipulated in the RFP.
4. If any discrepancy is noticed in the documents provided at the time of submission of bid.
5. If the bidder is found irresponsive at any stage of evaluation.
6. If a debarred bidder submits the bid.
7. If the bidder party or its associates having conflict of interest i.e. who have already worked or working for IICBCH Project planning submits the bid.
8. Conditional Bids

IBC New Delhi reserves the right to reject any bid(s) or all bids without assigning any reason at any stage.

IBC New Delhi also reserves the right to restrict the list of qualified bidders to any number deemed fit by short listing the bids with higher marks in order of merit.

Any discrepancy, error, ambiguity in the RFP and its contents must be brought to the notice of IBC New Delhi in writing through e-mail to secretariat@ibcworld.org with CC to adminibc@ibcworld.org or in pre-bid meeting. No communication in this regard will be entertained after the pre-bid meeting.

No individual response shall be given to any of the communication. Clarification if any will be notified on the institute website after the date of pre-bid meeting.

All provisions in this document are supplementary and complementary to each other and are not to be read in isolation.

IF ANY INFORMATION FURNISHED by the applicant is found to be incorrect at a later stage, they shall be liable to be debarred from tendering/ taking up works in IBC NEW DELHI for the future.

Technical Evaluation of the agencies shall be subject to thorough verification of their credentials and inspection of similar works (if necessary) carried out by them, through a Technical Evaluation committee of experts, constituted by IBC New Delhi, if required. All details of projects along with completion certificates, references, name and number are to be provided.

IBC New Delhi does not bind itself to accept the lowest or any other bid and reserves with itself the authority to reject any or all the bids received without the assignment of any reason. All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidders shall be summarily rejected.

Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the bids submitted by the PMC who resorts to canvassing shall be liable for rejection.

The bid for the works shall remain open for acceptance for a period of ninety (90) days from the date of opening of financial bid. If any bidders withdraws his bid before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable to the department, then the IBC New Delhi shall, without prejudice to any other right or remedy, be at liberty to forfeit 100% of the said bid security as aforesaid. Further the bidders shall not be allowed to participate in the rebidding process of the work.

This notice inviting Bid shall form a part of the contract. The successful bidders, on acceptance of his bid by the Accepting Authority shall within 15 days from the stipulated date of start of the work, sign the contract consisting of:-

- The Notice Inviting Bid, all the documents including additional conditions, specifications, General Conditions of Contract and drawings, if any, forming part of the bid as uploaded at the time of invitation of bid and the rates quoted at the time of submission of bid and acceptance thereof together with any correspondence leading thereto.
- Any other Standard Form / other forms as applicable/mentioned.

For any queries regarding tendering process, the bidders are requested to contact as provided in the tender document before attending pre-bid conference/meeting.

The specifications, Terms & Conditions, other regulations which are not herein

mentioned will be guided by relevant CPWD guidelines, manual, specifications / BIS / IS/ Other Central Govt. norms to the extent applicable for IBC New Delhi & the decision in this regard will be guided by the decision of the respective authority of IBC New Delhi which shall be final and binding to the PMC.

In the event of acceptance of a tender, the documents submitted by the successful bidder shall be verified with the originals before the award of work.

The bidder should not have been blacklisted or debarred by any Central/ State/ Autonomous/ Public Agency during last three financial years. In case blacklisted/ debarred bidder fills/ submits the bid/ being successful in bidding process awarded the job or during the execution of job the fact of being blacklisted/ debarred surfaced then the bid (during the bidding process) will be considered as invalid & during the execution, if surfaced, then the contract will be liable to be terminated.

Past performance in IBC New Delhi:

Bidder, whose past performance in jobs carried out in IBC, is found to be unsatisfactory, will be disqualified technically even though they may meet the other technical/eligibility criteria.

The Consultant / Architect & associates of the Consultant / Architect already worked / working for the IICBCH Project directly or indirectly should not participate in the bidding process. In case their participation, if any, surfaces during the bidding process or even during the execution of contract after been successful in bidding process, the bid will be considered invalid-and the contract will be liable to be terminated respectively. In such case, the security deposit and performance guarantee shall also be absolutely forfeited.

Joint Venture, subletting, sub-contracting, outsourcing is not permitted.

CHAPTER 3

BRIEF DETAIL & OBJECTIVE OF THE WORK

CHAPTER 3

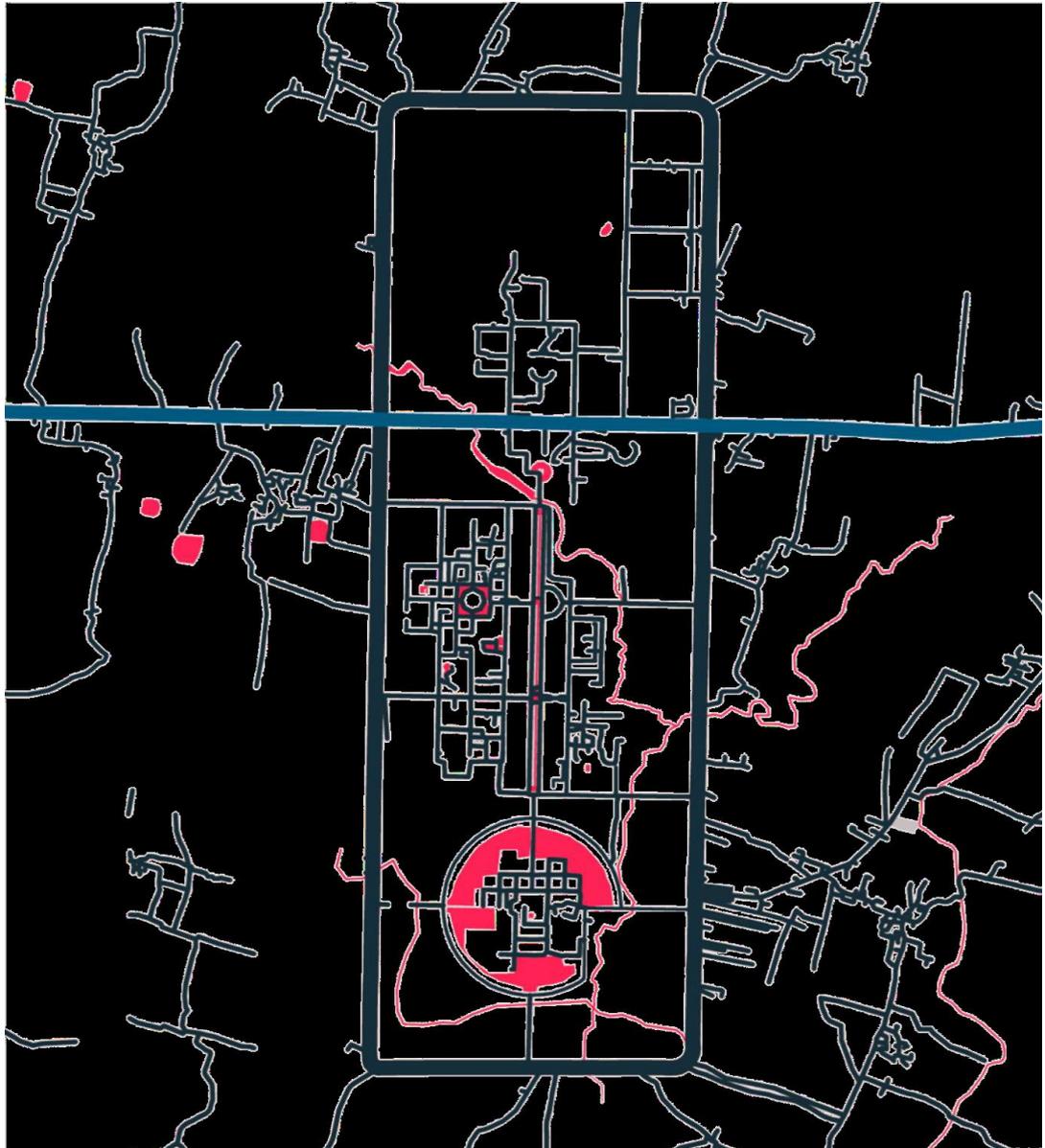
Brief Detail and Objective of the Work

1. IICBCH Project

The IBC, New Delhi, India intends to develop a Buddhist Cultural Centre of international standards on a plot measuring 80m x 80m at Lumbini, Nepal, the sacred birthplace of Lord Buddha. The approximate estimation of the project is in the range of INR 78 cr. The project envisages a building conforming to Buddhist architectural principles and reflecting rich Indian Buddhist heritage that shall have a cultural Pavilion, state of the art interpretation centre, library, meditation and multipurpose hall, auditorium, display and activity galleries guest rooms, cafeteria and offices, open space planning, parking and basement etc . It will have energy saving sustainable building features with earthquake resistance of Richter scale of 6. The project will involve Building and Infrastructure works comprising of the following features:-Civil, Mechanical, Electrical, Plumbing, Networking, BMS, WTP, Finishing, Façade, Lotus formation atop, Interior, Landscaping etc. Building will comprise of following facilities/areas which may change as per the requirements. Tentative areas of the facilities are given in the following:

SPACE DESCRIPTION	UNITS	AREA
Prayer Hall	1	375 sqm.
Meditation Hall	2	240 sqm.
Art Gallery	1	165 sqm.
Interpretation Centre	1	320 sqm.
Library	1	95 sqm.
Conference Room	2	124 sqm.
Admin	1	120 sqm.
Board Room	1	115 sqm.
Office Area	1	35 sqm.
Guest Room	6	168 sqm.
Staff Quarters	4	200 sqm.
Reception	1	105 sqm.
Cafe	1	160 sqm.
Kitchen	2	110 sqm.
Store Room	2	40 sqm.
Toilet	3	160 sqm.
Foyer	1	545 sqm.
Corridor	1	220 sqm.

Actual site of IICBCH Project:



CHAPTER-4

LIST OF PERSONNEL

Chapter-4 Manpower Schedule

For the supervision, inspection, guidance and quality control of the project, the PMC should have the following minimum number of manpower at the project site:

1. Project Head
2. Civil Engineer (s)
3. E&M Engineer (s) at the appropriate stage
4. Safety and Security incharge
5. Quality control expert

Note :-

1. The above officials should be deployed at site and should mandatorily oversee work pertaining to their area of responsibility.
2. The PMC shall mandatorily have one Net Zero expert with work experience of at least 10 years in sustainability with minimum of 3 projects in Carbon Footprint and Life Cycle Analysis of buildings. The consultant should be skilled to deliver net zero building projects. He should possess EPD Certifications, Green building certifications, among other relevant documents.
3. Since the project is being undertaken in Nepal, local Nepal govt. rules require encouraging local employment – at least to some extent. Accordingly, scope should exist for including appropriately qualified local support staff.

CHAPTER 5

Eligibility Criteria, Evaluation and Selection of Project Management Consultant

CHAPTER 5

Eligibility Criteria, Evaluation and Selection of PMC

Eligibility Criteria: Prospective bidder should have the following qualifications for making oneself eligible for participation in the bidding process -

- A. Should have satisfactorily completed at least one similar work amounting to not less than 78 Crores (INR) in its own name and style on or before previous day of submission of the bids) under a single agreement during the last 07 years ending previous day of last date of submission of tender.
- B. Average annual financial turnover of Minimum Rs. 30 Crores (INR) or more during the last 3- financial years 2018-19, 2019-20 and 2020-21 duly certified by a practicing Chartered Accountant with UDIN.
- C. The bidder should not have incurred any loss in more than one financial year during the last three financial years i.e.2018-19, 2019-20 and 2020-21.
- D. Solvency certificate from scheduled bank for an amount equal to fee quoted. (Date of issue should be during the period of this tender submission or else the validity period should be mentioned on the Solvency Certificate & this should cover up the tender submission period).
- E. Should qualify as per the requirement of the different stages of evaluation given in the RFP.

SL1. A similar work/project here means “Project Management Consultancy Services provided for the supervision and quality control of integrated structure having large, prominent architectural features, besides landmark facilities (iconic structures, Stadiums, Auditoriums, High end Green/Net Zero complied buildings etc.).

Eligibility of bidding agencies shall be evaluated on the basis of their overall past performance, experience of similar projects, available technical manpower and their qualification and experience etc. as already defined in the preceding section(s). The Bidders are requested to submit correct information and give documentary evidence as sought in the tender document in support of their eligibility.

OVERALL EVALUATION PROCESS & SELECTION OF PMC

Bidding Process will be a two-bid system which comprises of technical bid and financial bid. Further the technical bid stage will be subdivided into two stages namely technical bid stage-1 and technical bid stage-2.

Stage-1 will be based on bidder's Profile / credentials / work experience/ net zero development experience as defined earlier whereas stage – 2 would be based on bidder's vision / approach towards the prospective project management & the same will be evaluated through the presentation made by bidder before the jury.

Final evaluation will be made based on eligible technical bids and financial bids. The ratio of weightages for technical and cost score will be 80:20 (Eighty: Twenty).

The Method of selection will be Quality and Cost Based Selection (QCBS).

After that the financial bid will be opened for the qualified bidders of the respective stage only. The weightage would be as follows.

- a. Technical Bid
 - Stage-1 (Bidder's profile/credentials/work experience/net zero development experience) =40%
 - Stage-2 (Presentation) =40%
- b. Financial Bid (i.e. cost) =20%

The bidder scoring highest marks after final evaluation will be considered for selection as PMC.

Note:

The broad methodology/ brief is as follows:

“Proposal with the lowest cost may be given a financial score of 100 (Hundred) and other proposals given financial scores that are inversely proportional to their prices w.r.t. the lowest offer.

Similarly, proposal with the highest technical marks (as allotted by the evaluation committee) shall be given a score of 100 (Hundred) and other proposals be given technical score that are proportional to their marks w.r.t. the highest technical marks.

The total score, both technical and financial, shall be obtained by weighing the quality and cost scores and adding them up. On the basis of the combined weighted score for quality and cost, the consultant shall be ranked in terms of the total score obtained. The proposal obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 followed by the proposals securing lesser marks as H-2, H-3 etc. The proposal securing the highest combined marks and ranked H-1 will be invited for negotiations, if required and shall be recommended for award of contract.”

In the event two or more bids have the same score in final ranking, the bid with highest technical score will be H-1.

TECHNICAL BID (STAGE-1)

The eligible bidders will be shortlisted by IBC New Delhi based on the marks obtained against the under mentioned parameters.

Sl. No.		Criteria	Maximum Marks
i)	Experience of having successfully completed similar projects' consultancy contract during last seven years ending on previous day of last day of submission of tender	<p>Completed PMC/ of similar work and scope i.e. Supervision/ monitoring/ fortnightly progress review/ overall management till completion (including bill checking & recommending for payment etc complete, ensuring quality & safety at works) for PMC contracts of similar nature & value having project cost at completion minimum of Rs. 80 Crore (INR) (excluding GST).</p> <p>Note:</p> <ol style="list-style-type: none"> 1. Similar works shall mean the works detailed at Sl.1 of this chapter 5. 2. Value of Rs. 80 Crore (INR) mentioned above should not include cost of land. 3. Completion certificate, where in contract value, job value on completion, scheduled and actual completion date should be mentioned, has to be provided as part of bid for this purpose. Certificates of Work Experience/Completion Certificates should be issued by officer of the Department not below the rank of an Executive Engineer in case of PSUs/Government or senior officer/ manager in case of an autonomous body / organization / Institutions. 4. The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum; calculated from the date of completion to previous day of last day of submission of bids. <p>For one work -30 marks For each additional work - 5marks (maximum 2 projects)</p>	40
ii)	Experience of providing Project	The bidders shall submit the evidence of having supervised such project(s) along	10

	Management Consultancy for Iconic Buddhist Structures	with Technical Bids.	
iii)	Experience, if any, of providing PMC relating to similar structures abroad	The bidders shall submit the evidence of having supervised such project(s) along with Technical Bids.	5
iv)	Experience of providing PMC for Net Zero structures	The PMC shall mandatorily have one Net Zero expert with work experience of at least 10 years in sustainability with minimum of 3 projects in Carbon footprint and Life cycle analysis of buildings. The consultant should be skilled to deliver net zero building projects. He should possess EPD Certifications, Green building certifications and other relevant documents.	25
v)	Financial Credential	Average annual financial turnover of Minimum Rs. 30 Cr. or more during the last 3- financial years 2018-19, 2019-20 and 2020-21, duly certified by a practicing Chartered Accountant with UDIN – 15 marks. For each 30 Cr additional average annual financial turnover available - 5 marks to a maximum upto 90 Cr.	20
		Total Marks	100

All those bidder who score 70% and above marks in the Evaluation of Technical Bid (stage-1) will be invited for making a presentation before the Committee / jury constituted for the purpose. Presentation is to be made preferably by the proposed project head/ team leader for this project.

The weightage of the Technical Bid (Stage-1) towards final evaluation shall be 40%.

TECHNICAL BID (STAGE-2)

The tentative project detail as given in chapter-3 to be followed but not limited to that. All

prospective bidders are advised to visit the site before submitting their proposal for Consultancy Services for PMC work of IICBCH Project. The prospective bidder's proposed team leader for this project who will make power point presentation would be covering the following aspects in his/her presentations and the respective marking will be as follows:

1. The broad vision and resource management planning to be adopted for execution and completion of this project keeping in view the minimum Manpower requirement laid down by IBC New Delhi. The manpower proposed to be deployed on a fulltime basis on site for proper and effective monitoring along with CVs as per the format given at Annexure-IV along with affidavit of all requisite manpower (for min. requirement desired by IBC & any additional in case the prospective bidder feels necessary) to be presented. The CVs should clearly reflect the details of qualification, experience, designation and salary structure as per the prescribed format at Annexure-IV. (Methodology of evaluation is also mentioned in the Annexure-IV along with details given in Chapter-4). (Maximum Marks 20)
2. Proposed Methodology for handling PMC of **IICBCH**– including the client management interface and progress reporting process to be illustrated through sample reports based on successfully executed projects in the past, difficulties and challenges faced and how successfully dealt with. (Maximum Marks 25)
3. The methodology adopted for Net Zero/Green buildings in the projects supervised by PMC.(Maximum Marks 10)
4. Company's overview in handling a project of this nature, specifically the extent to which the agency can offer value addition to the project to improve cost controls, adherence to timelines, efficiency and quality. Overall cost projection is tentative and aim is to target a lower completion figure. (Maximum Marks 10)
5. Use of Project Management software and tools and scheduling through MS Project/ Primavera or any other latest software. (To be presented citing any past project completed by the agency). (Maximum Marks 10)
6. Monitoring Mechanism including BIM for time & cost savings, salient elements/features and its respective advantages to be presented. (Maximum Marks 05)
7. Other common attributes such as : (Maximum Marks 20)
 - a. Organizational setup of the firm
 - b. Experience of having executed works abroad
 - c. Innovative suggestion for the project.
 - d. Concept and method of quality management envisaged.
 - e. Mode of implementation of health, safety and environment at site of work.
 - f. Method of risk management.
 - g. Inspection of the works executed in the past, if carried out.

The presentation by each bidder should be of approximately 20 minutes duration. Bidders have to make their own arrangements for making the presentations. The weightage of marks scored in the Presentation shall contribute 40 % towards the final evaluation.

Financial Bid

The weightage of marks scored in the financial bid shall contribute 20% towards the final evaluation as already mentioned in RFP.

CHAPTER 6

SCOPE OF WORKS

Chapter 6 Scope of Works

General Scope of Works

The PMC shall function completely from the commencement to the completion of the Project including finalization of accounts and occupancy of the building ensuring timely completion of the project maintaining the quality standards and as per the direction as well as specific principles & guidelines laid down by IBC New Delhi. They shall not take any decisions on the implementation plan or on the selection of various agencies of implementation without the formal explicit approval/consent of IBC New Delhi. IBC New Delhi will have the final authority in all selection and decision making processes related to the IICBCH project.

The broad scope of work includes, but not limited to:

1. Scrutiny / Checking of the Documents submitted by the Architect before implementing them and bringing out deficiencies if any to IBC.
2. To Review detailed execution program in the form of PERT chart (in MS Project or Primavera software format) submitted by the contractor for time bound completion as per given time limit.

Project Management

1. Monitoring & Supervision of implementation. Conducting day-to-day supervision of construction work and undertaking measurement of work done, Submission of daily & weekly progress report indicating activities planned and deployment of resources. The manpower deployed shall be as per tender stipulations. Forecast of weekly and monthly future task to be prepared.
2. Submission of quality control document. The QC document shall include submission of all test reports as per tender specifications and IS codes.
3. Conducting monthly site meeting with authorized representatives of all stakeholders i.e. team leaders of civil, electrical AC and other services and submission of Minutes highlighting hindrances and action to be taken.
4. The PMC shall take the measures to ensure quality and safety.
5. Monitoring Project outcomes etc.
6. Co-ordinate with local authorities for submission of details and drawings as required.
7. Finalise the Operation and Maintenance Manual.
8. Monitor Landscaping work, Statues and Stack Parking, Furniture and Interior works.

Stage wise scope is tabulated underneath:

Stage	Scope of Works	Description
Stagewise Scope of Work of Project Management Consultant for ICBCH Project		
Pre, During & Post Construction Stage	Deployment of Manpower	Deployment of minimum required manpower as desired by IBC New Delhi (as detailed in chapter-4 of this RFP) and any additional in case the prospective bidder feels necessary, as is stipulated in this RFP for different phases.
Pre-Construction Stage	Preparation of Programme Chart	PMC shall obtain an integrated programme chart in MS Project/Primavera software for the execution of work from Contractor showing clearly all activities from the start of work to completion, with details of manpower, equipment and machinery required for the fulfillment of the programme within the stipulated period or earlier and review, get it modify and submit the same for approval to the IBC New Delhi within 15 days. Also review and modify sequence & methodology of Construction submitted by the contractor to achieve the milestones.
	Review & Checking of the Drawings.	PMC will carry out review & Check the Drawings prepared by the Architect and to suggest for any modification/corrections if required
	Detailed study of design	Thorough study of the Design base Report, Concept design and drawing details prepared by Architect/ contractor.
	Analysis of activities	PMC will be responsible for analysis of various project related activities with reference to time frame, resource allocation and scheduling using latest techniques and software as approved by the IBC and submission of monthly report to IBC New Delhi.
	Preparation of Cash flow requirements	PMC shall prepare Cash flow requirements & submit the same to IBC New Delhi every month.
	Monthly/Fortnight Progress Report	Prepare and submit an execution plan and methodology and submission of monthly/Fortnight progress report as required by the IBC New Delhi.
Construction	Construction Management	PMC shall ensure execution of the project in a time-bound manner & as per the approved drawings and programme chart.

Stage	Plan	They will take all measures to ensure timely completion of work.
	Coordination with all the agencies involved in the project	<p>PMC shall provide Construction Management Services from the start of construction up to commissioning and handing over of the entire project to IBC in safe & fully functional condition. It shall also be the responsibility of the PMC to liaise and coordinate with various agencies for smooth execution of the project. Responsibilities of PMC for construction stage shall, inter-alia, be as under:</p> <ol style="list-style-type: none"> a) Establish a multi-disciplinary construction management team as approved by IBC and have detailed interaction with the Contractor's Project Team to initiate all preliminary actions and mobilization. b) To ensure coordination with the Architect for timely issue of proper and high quality construction drawings. c) Check and finalize Contractor's detailed programme of activities commensurate with the contract provisions. d) Monitor, supervise and manage execution of works at site and to ensure quality in all dimensions of work, quantity of consumables used, workmanship and progress. Carryout mandatory tests on materials and finished product. e) Ensure compliance of statutory and regulatory orders on health, safety and environmental aspects.
	Conduction of Meetings	Conduct at least weekly site meetings and coordination meetings with all Agencies for timely completion of the project. PMC shall prepare minutes of meetings, requisite follow up of compliances / resolutions of hindrances & keep the records of same for Inspection by IBC New Delhi at any point of time.
	Quality control	Carry out quality assurance checks on every item that forms part of the structure and adhere to maintain quality. Records should be maintained for inspection by IBC NEW DELHI or any other authority as per the directions of IBC at any point of time during or after execution.

	Checking of construction work	Getting the project work executed as per drawings and specifications and should also ensure completion of job, fulfillment of quality norms in all dimensions of work, within sanctioned cost outlay of the project. In case any deviation happens in respect of design, drawing, specification, procedure, methodology, timelines etc. from the approved one & without the respective approval of IBC New Delhi, same should be identified and reported promptly.
	Expenditure control	Rendering timely advice for implementing special measures for effecting cost / quality / time benefit for the project. Cost cutting should be top priority and guidance and supervision to be given in this respect with aim of reducing the overall project cost without compromising on quality.
	In case of necessity of change(s)	Provide detailed justification for necessity of changes, if any required in terms of design, quantities, and specifications etc., and obtain approval thereof from IBC NEW DELHI. Keep track simultaneously of local norms / regulations and ensure compliance. No changes/deviations/variations from the approved drawings shall be carried out without written approval of IBC.
	Quality and safety assurance plan	Ensuring getting and checking of Quality Assurance Plan as well as a Safety Assurance Plan along with an appropriate and efficient mechanism to ensure their effective implementation at site.
	Checking of all the bills submitted by contractors	Checking and Certification of Contractors running, and final bills of the works executed for the purpose of payment to be released to the Construction Agencies & that too within a 10 days' time after the submission of the bill by the respective contractor. The PMC shall ensure submission along with every running bill (on account or interim bill) item-wise/material-wise (wherever applicable) consumption statement supported by complete calculations. In case of any variation reasons there of PMC shall have to certify the correctness of the same and submit report of this essence to the IBC New Delhi. The PMC should also record justification for difference in bill submitted by the contractor.

	To answer the queries raised by investigation agencies	Assisting in replying and settling the observations / objections / paras (if any) of any checking / investigating agency
	Checking of system completion	Final inspection, snagging, supervision of testing and commissioning of various systems and assisting IBC in taking over of various parts of works and of various systems.
	Preparation of Daily weekly / fortnightly	PMC shall also apprise IBC of the progress and / or activities of the project on daily / weekly / fortnightly
	Monthly progress reports	<p>Monthly basis as deemed fit by IBC New Delhi by preparing and submitting monitoring reports. The reports shall inter-alia include the following:</p> <ul style="list-style-type: none"> A. Name of Project / Contractor B. Scope of Works C. Date of Commencement / Date of Completion: Scheduled and Actual D. Major Issues and Decisions Pending including Drawings Constraints (if any), Site Constraints (if any), Equipment Constraints (if any). E. Status of Progress of Work: Cash Flow Chart, L.O.B. Chart and Bar Chart F. Areas of Concern G. List of Registers Maintained H. Labor Deployment Chart I. List of Equipment Mobilized at Site J. Materials/Personnel at Site K. Status of Payment to Contractor L. Tests reports M. Photographs of the Site N. Site Order Book
	Bill Payments	PMC will be responsible for checking of detailed measurement of work executed during the month for recommendation of RA / Final bill payment of Contractor. This in turn may be checked by IBC to the extent deemed fit to IBC New Delhi.

	Arrangement of inspections	Ensure all statutory inspections and checks.
Post-Construction Stage	Payment settlement	Settlement of all due accounts of the Contractors after due comprehensive checking & certifying the correctness of the work done.
	Checking & Handing over	Witness testing and commissioning of all utilities and certify the same. The PMC shall check all the provisions for durability of the structures & installations including furniture's, equipment's etc. and submit a detailed report on the same.
	Preparation of completion report	Provide project completion report which shall contain all technical and financial information of the project. PMC to also obtain, submit & certify Completion Reports & drawings, getting structural stability/sufficiency certificate from the Contractor (as the case may be) and obtaining completion/occupancy certificate from Statutory authorities/body wherever required through Contractor, issue of as built drawings from Contractor & handing over all the assets to IBC New Delhi.
	Preparation of manual for the maintenance	PMC will assist in coordination with Contractors/OEMs and arrange for user operation and maintenance manuals and training to IBC/client's representatives. The PMC shall submit a report on operation & maintenance schedule for the facilities.
	Arrangement of inspections & rectification of problems during the DLP	Provide adequate engineering and supervisory staff for inspection / monitoring of works on communication from IBC New Delhi, during Defect Liability Period (one year) and issue of timely notice to vendors / agencies for rectification of defects, if observed.
	Settlement of Audit/CTE's observation/arbitration cases	To reply and settle the observations / objections / paras (if any & at any stage pre/during/post construction & at any point of time) of the CVC/Chief Technical Examiner, CAG audit or any other checking / investigating agency of the Government. PMC will be fully responsible for consequences of any audit / investigation para & its respective observation.
	Others	Any other activity that is necessary for

<p>accomplishment of the Project Management but not mentioned herein is deemed to have been included in the scope of PMC. And the decision of IBC New Delhi shall be final in this regard and binding to the PMC. The PMC will substitute the inefficient personnel if found incapable of handling the job and having poor performance with efficient and suitable personnel.</p>

CHAPTER 7

OTHER CONDITIONS

CHAPTER 7 OTHER CONDITIONS

1. Ensure all insurances related to persons and activities on site are obtained as necessary. IBC shall not be responsible for any mishap either of the personnel of the PMC or the contractor including workmen.
2. PMC will not be provided any space either for their residential accommodation or office. However, the provision will be kept for construction of site office to accommodate their site staff for the supervision.
3. Compile drawings, prepare maintenance manual and methodology for day to day, annual and preventive maintenance for buildings and all services/utilities.
4. Finalize all bills of the contractors within 3 months of the completion of the Project.
5. Compile a list of all vendors and manufacturers of the facilities used/provided in the work and their maintenance/ local office/ distributor/representative to be contacted in case of need.
6. Get all warranty papers and test certificates from all vendors and equipment suppliers.
7. Get all maintenance and operation manuals of all equipment.
8. **Project Closure:** When the construction of all the buildings along with other site development works are completed in all respects i.e. all civil and service works are completed, equipment installed and aligned, and commissioned and satisfied to its performance vis-à-vis designed and practically obtained Statutory approvals wherever required etc., PMC shall notify IBC in writing that the Project has been completed in all respects and hand over all such documents related to the Project to IBC.
9. Upon notification of completion of buildings/works in writing by PMC, IBC New Delhi reserves the right to inspect the same prior to occupancy. Any defects observed shall be informed to the PMC & in turn they shall ensure the rectification of such defects through the contractor prior to occupancy at no extra cost to the IBC New Delhi.
10. IBC New Delhi shall have the right to request PMC in writing to make any changes, modifications, deletions and/or additions to PMC scope of Services related to the Project. PMC shall consider such written requests for which no extra payment will be made.
11. IBC New Delhi shall use all documents prepared by PMC for the purposes of construction, operation and maintenance of buildings in future.
12. The PMC should ensure that the SERVICES as specified/described under the scope in this CONTRACT and technical documents to be developed by PMC shall be in accordance with sound and established engineering practices, Codes of Practices and Government Regulations, wherever applicable, for the purpose(s) specified, free from defects and suitable for respective uses intended.
13. Except where otherwise specified in the Scope of Work of PMC, PMC's liability under this CONTRACT for all guarantees or warranties of whatsoever nature, whether expressed or implied, and for all causes whatsoever shall be limited to getting the things rectified by the respective agency.
14. The PMC shall discharge its duties in a fair, impartial and efficient manner, consistent with the highest standards of professional integrity and Good Industry Practice.
15. The PMC shall review any advice revisions of the drawings sent to it by the Contractor

- /Architect and furnish its comments within 03 (three) days of receiving such Drawings.
16. The PMC shall review the Quality Assurance Plan submitted by the Contractor and shall convey its comments to the Contractor within a period of 03 (three) days stating the modifications, if any, required thereto under intimation to IBC New Delhi.
 17. The PMC shall complete the review of the methodology proposed to be adopted by the Contractor for executing the Works, and convey its comments to the Contractor within a period of 03 (three) days from the date of receipt of the proposed methodology from the Contractor under intimation to IBC New Delhi.
 18. The PMC shall conduct the pre-construction review of manufacturer's reports and standard samples of manufactured Materials.
 19. For determining that the Works conform to Specifications and Standards, the PMC shall require the Contractor to carry out, or cause to be carried out, tests at such time and frequency and in such manner as specified in the Agreement / Cordial provisions.
 20. The PMC shall certify final payment with 30 (thirty) days of the receipt of the final payment statement in accordance with the provisions of Clause of Agreement.
 21. **INDEMNITY:** The PMC shall hold harmless and indemnify the IBC New Delhi, against any claims or liability because of personal injury including death of any employee of the PMC and arising out of or in consequence of the performance of this CONTRACT.
 22. The IBC New Delhi shall not be responsible for any loss or damage to property of any kind belonging to the PMC or its employees, and associates.
 23. The bidder shall acquaint himself with the proposed site of Contract.
 24. The PMC shall ensure provision of all safety precautions as per contract pertaining to construction, such as scaffolding, ladder, Contracting platforms, gangways, electric arc/ gas welding, use of hoist and construction machinery.
 25. On account of security consideration, some restrictions may be imposed by the security staff on the Contracting and/ movement of men and materials etc. The PMC shall be bound to follow all such restrictions/ instructions and shall organize his Contract accordingly. No claim on this account, whatsoever, shall be payable.
 26. The PMC shall take all precautions to avoid accidents by ensuring provision of exhibiting necessary caution boards day and night, speed limit boards, red flags, red lights and providing barriers from the execution agency.
 27. The construction will be carried out in the manner complying, in all respects, with the requirements of relevant bye-laws of the local body under the jurisdiction of which the Contract is to be executed or as directed by the IBC and nothing extra shall be paid on this account.
 28. The PMC shall comply with proper and legal orders and directions of the local or public authority or municipality and abide by their rules and regulations.
 29. Other agencies doing Contracts related with this project will also simultaneously execute the Contracts and the PMC shall afford necessary co-ordination for un-hindered completion of these sub-Contracts.
 30. The PMC shall ensure to give a satisfactory performance test of installations individually and as a whole to ensure their proper functioning before the Contract is finally declared and completed.

31. In order to achieve the targeted date of completion the PMC may have to work in multiple shifts, round the clock including public and gazetted holidays and nothing extra shall be paid on this account.
32. All materials, articles and workmanship shall be of respective best quality.
33. For any clarification/ doubt, the IBC may organize regular meetings with PMC. The PMC shall attend such meetings invariably as and when required.
34. After completion of work and before issuance of certificate of completion, the PMC shall submit eight (8) sets to the Engineer-in-charge, layout drawing drawn at appropriate scale and with 2 copies on Hard disc indicating the complete system 'as built and as installed'.
35. The PMC shall prepare and submit operation and maintenance manual for the services and equipment used in the Project. The same should be generally consist of the following:
- Description of the project
 - Operating instructions
 - Maintenance instructions including procedures for preventive maintenance
 - Manufacturer's catalogues
 - Spare parts list
 - Trouble shooting charts
 - Drawings
 - Type and routine test certificates for major items.
 - One (1) set of reproducible 'as built' drawings on polyester film.
39. The PMC shall arrange to take photographs and videos of site prior to commencement of Contract, during construction and after completion of Contract from the contractor as suggested and shall submit the photographs in soft and hard copies to IBC.
40. **RESOLUTION OF DISPUTES AND DISAGREEMENTS** :If any dispute or difference of any kind whatsoever shall arise between the parties (The PMC and IBC) 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 :
- A. The PMC shall refer the dispute to IBC within a period of 30 days of the dispute arisen. IBC will consider the same within 30 days after receipt of the reference and give the decision within 60 days.
- B. If the decision is not given by IBC within 60 days of the reference or the PMC is not satisfied with the decision, the matter will be referred to the sole arbitrator for Arbitration as per the Arbitration and Conciliation Act, 1996 (Amended upto date) at New Delhi, India.
41. **TERMINATION**: The IBC New Delhi may, without prejudice to his any other right or remedy against the Project Management Consultant in respect of any delay, inferior workmanship, any breach claim for damages and / or any other provisions of this contract or otherwise, and whether the date for completion has or has not elapsed and irrespective of the actual completion of the work/job/project/services, by notice in writing absolutely determine/ terminate the contract by pointwise reasons, including but not limited to, instances of delay or non-commencement of work/ services. In such circumstances, the performance guarantee and security deposit committed by the PMC shall be absolutely forfeited.
42. **Foreclosure of contract due to Abandonment or Reduction in Scope of Work**: If at

any time after acceptance of the tender or during the progress, the purpose or object for which the work is being done changes due to any supervening cause and as a result of which the work has to be abandoned or reduced in scope, IBC shall give notice in writing to that effect to the PMC stating the decision as well as the cause for such decision and the Project Management Consultant shall act accordingly in the matter.

43. The PMC shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the complete execution of the contract but which he did not derive in consequence of the foreclosure of the whole or part of the contract. The PMC shall be paid at contract rates/proportionate to the contract rates (as applicable), full amount for the services actually delivered & accepted by IBC at the time of foreclosure.
44. SUBLETTING/OUTSOURCING: The PMC shall not assign or sublet or outsource any activity within its scope of work.
45. After getting award: PMC shall have to execute an agreement on non-judicial stamp paper of requisite value as per the RFP provisions on furnishing the performance guarantee in the format prescribed by IBC New Delhi and sign on all contract documents. (Cost of stamp paper to be borne by the Consultant)
46. In view of Covid-19 or any other unforeseen circumstances, all local laws notified from time to time shall be strictly followed.

FORMS

Form -1

LETTER OF
TRANSMITTAL
[ON THE LETTER HEAD OF APPLICANT]

To,

The Deputy Director
International Buddhist Confederation
Room No 513, 5th Floor, A-1 Wing, IGNCA Building,-
Janpath New Delhi 110001 India

SUB: Submission of bids for the "Appointment of Project Management Consultant for Construction Management of the Building of IICBCH in the premises of the Lumbini Monastic Zone, Nepal".

Sir,

Having examined the details given in Notice and Tender document for the above work, I/we hereby submit relevant document.

1. I/we hereby certify that all the statement made and information supplied in respect of the aforesaid bid and accompanying statements are true and correct.
2. I/we furnished all information and details necessary for eligibility and have no further pertinent information to supply.
3. I/we submit the requisite bid security & bid processing fee and authorize the Institute i.e. IBC New Delhi or its officials to approach the bank issuing the same to confirm the correctness thereof. I/We also authorize IBC New Delhi and its officials to approach individuals, employees firms and corporation to verify our competence and general reputation.
4. I/We submit the certificates/ documents in support of our suitability, technical knowledge and capability for having successfully completed the said works (as mentioned / as attached in support of eligibility requirement)

Enclosures

- 1.
- 2.
- 3.

Seal of bidder

Date of submission:

Signature(s) of Bidder(s)

Format of Bank details for refund of bid security on letter head

1. Name of the Beneficiary:
2. Address:
3. Telephone Number (with STD code)/ Mobile No.
4. Bank Particulars
 - a. Bank Name:
 - b. Branch Address:
 - c. Branch Code:
 - d. MICR code (enclosed copy of a cancelled cheque):
 - e. 11 Digit IFS Code of the Bank
 - f. Bank Account Number
 - g. Bank Account Type:
5. Permanent Account Number (PAN):
6. Email Address for intimation regarding release of payments:

Seal of the Firm

Name & Signature of
Authorised Signatory

FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

Proposed Position:

Name of Firm:

Name of Staff:

Profession/ Specialization:

Date of Birth:

Years with Firm/Entity:

Nationality:

Membership of Professional Societies:

Detailed Task Assigned:

S l . N o	Name of Employ er	P o s t H e l d	Proj ect Nam e	Period		Assignme nt in the Project	Clien t of the Proje ct	Remar k
				From	To			

Education:

[Summarise college/university and other specialised education of staff member, giving their names, dates attended (period of attendance), and degrees obtained. Use about one quarter of a page.]

Key Qualifications:

[Give an outline of staff member’s experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions Held by staff member since graduation, giving dates, name of employing organisations, titles of positions held, and locations of assignments. For

experience also give types of activities performed and client references, where appropriate. Use about three-quarters of a page.]

Languages:

[For English language indicate proficiency: excellent, good, fair, or poor; in speaking, reading, and writing]

Summary of Qualification & Experience vis-à-vis the requirements as per Tender:

Requirements as per Tender	Possessed by the Staff Member	Break-up of experience	
		Brief Description of Project	Man-months provided

Certification by the Candidate:

I, the undersigned, (Name and Address) undertake that this CV correctly describes myself, my qualifications and my experience and Employer would be at liberty to debar me if any information given in the CV, in particular the Summary of Qualification & Experience viz-a-viz the requirements as per Tender is found incorrect. I further undertake that I have neither been debarred by IBC NEW DELHI or any other central/ state government/ Autonomous bodies/ organizations nor left any assignment with the consultants engaged by Employer / contracting firm (firm to be supervised now) for any continuing work of Employer without completing my assignment. I will be available for the entire duration of the current project (named.....). If I leave this assignment in the middle of the work, Employer would be at liberty to debar me from taking any assignment in any of the Employer works for an appropriate period of time to be decided by the Employer. I have no objection if my services are extended by the Employer for this work in future.

I further undertake that my CV is being proposed for this project by (the applicant firm) and I have not given consent to any other consultant(s) to propose my CV for any position for this project.

I further undertake that if due to my inability to work on this project due to unavoidable circumstances, due to which consultant's firm is forced to seek replacement. In such unavoidable circumstances, I shall not undertake any employment in Employer projects during the period of assignment of this project and Employer shall consider my CV invalid till such time.

I undertake that I have no objection in uploading/hosting of my credentials by Employer in public domain.

For Key Personnel having intermittent inputs, add the following:

I further certify that I am associated with the following assignments as on date (as on 7 days prior to due date for submission of proposal) including those for which LOA has been received by the firm and the inputs in these assignments shall not affect the work of the current assignment.

Name of Assignment	Client	Date of LOA	Likely start (Month /Year)	Likely end (Month /Year)	Total input of the person (man months)

Note: CVs of Key Personnel having intermittent inputs will be considered only if the assignments on hand as on 7 days before due date of proposal including those for which LOA has been received from the Client or for which Consultant has been declared as H1 do not exceed 1 for Senior position, and Quantity Surveyor.

.....
 (Signature of Key Personnel)

Date.....
 (Day/Month/Year)

Certification by the firm

The undersigned on behalf of -----(name of consulting firm) certify that the qualification and experience details of Shri ----- (name of the proposed personnel and address) as described in the CV has been checked and found to be correct. It is also certified that Shri----- (name of proposed personnel) to the best of our knowledge has neither been debarred by IBC NEW DELHI or any other Central/State Government/ Autonomous organizations nor left his assignment with any other consulting firm engaged by the Employer/ Contracting firm(firm to be supervised now) for the ongoing projects. We understand that if the information about leaving the past assignment is known to the Employer, Employer would be at liberty to remove the Personnel from the present assignment and debar him for an appropriate period to be decided by the Employer.

.....
 [Signature of authorised representative of the Firm]
 (Day/Month/Year)

Date.....

Note:

- a) Personnel is to affix his recent photograph on first page of CV.
- a) Complete address and phone number of the Personnel is to be provided.
- a) Document for proof of age is to be enclosed.
- b) Document for proof of qualification is to be enclosed.
- a) Age of the personnel shall not be more than
- a) Experience Certificates from Employers to be attached

Format of Bank Guarantee
Bank Guarantee for Performance Security

(On the appropriate stamp paper)

THIS DEED OF GUARANTEE made on _____ day of _ 2022, between [Name of Bank]., having Registered Office at [Address], (hereinafter called the “Bank” which expression shall unless repugnant to the context and meaning thereof include its successors) in favor of [Name of Owner] having its office at [Address] and Registered Office at [Address]. (here in after called “Owner” which expression shall unless repugnant to the context and meaning thereof include its successors and assigns).

WHEREAS _____ has issued a Letter of Acceptance / Work Order dated _____ to _____ having its Corporate office at _____ (here in after called the “Project Management Consultant”) which constitute a binding Contract (hereinafter called “Contract Agreement”) for carrying out the “(Name of Work _____)” based upon the Tender submitted by the Project Management Consultant and agreed between Client and Project Management Consultant and subject to the terms therein contained . The work to be carried out by Project Management Consultant shall be supervised and implemented by M/s _____ . (here in after called “Project Management Consultant/Bidder”)

AND WHEREAS in accordance with the terms and conditions of the contract agreement, the Project Management Consultant has agreed to furnish a Bank Guarantee to Owner in the form of acceptable to_ for a sum of Rs. _____ (Rupees _____ Only) to ensure timely and satisfactory performance by the Project Management Consultant of its obligation under the Contract Agreement.

AND WHEREAS the Bank has at the request of the Project Management Consultant agreed to furnish this irrevocable and unconditional guarantee in favor of Owner to secure performance by the Project Management Consultant of its obligations under the Contract

Agreement on the terms and conditions herein contained.

NOW THIS DEED WITNESSTH AS FOLLOWS:

- i) The Bank hereby unconditionally and irrevocably guarantees the due and punctual performance and observance of and compliance by the Project Management Consultant of the covenants, agreements, conditions and provisions expressed or implied on the part of the Project Management Consultant to be performed observed or complied with under the Contract Agreement in accordance with the terms thereof and in the event of any non-performance and non-compliance of the same for any reason, the Bank shall absolutely irrevocably and unconditionally without any demur right of set off or counter claim, forthwith upon written demand by Owner and without demur or protest and without reference to the Project Management Consultant pay to Owner a sum not exceeding Rs. _____ (Rupees _____ only). A demand so made by ___ shall be final and binding on the Bank.

- ii) The Bank's liability under this Guarantee is restricted to Rs. ----- (Rupees----- -----Only.)

- iii) The decision of Owner for the time being in force, or at any time thereafter as to the non-performance, non-observance and non-compliance by the Contractor of the covenants, agreements, conditions and provisions, expressed or implied, on the part of the Contractor, to be observed performed or complied with under the Contract Agreement shall be final, conclusive and binding upon the Bank and shall not in any circumstances be questioned by the Bank, under what so ever circumstances.

- iv) Any demand for payment under this Guarantee shall be made on the Bank by Owner in writing at [Bank Address] and shall be deemed to have been sufficiently made by Owner if the writing containing the demand is sent to the Bank by registered post to the address as aforesaid or sent to the Bank by hand delivery at such address and written acknowledgement obtained to such delivery.

- iv) The guarantee obligations of the Bank hereunder shall continue in force and effect and be binding on the Bank in accordance with its terms upto or until the due performance, observance and compliance by the Project Management Consultant of all the covenants, agreements, conditions and provisions, expressed or implied, on the part of the Project Management Consultant to be observed, performed or complied with under the Contract Agreement, the completion of the Defects Liability Period and issue of the Certificate of Final Completion by Owner in accordance with the Contract Agreement whichever is later.

As between the Bank and Owner (but without affecting the Project Management Consultant' obligations) the Bank shall be liable under this Guarantee as if it were the sole principal debtor. The Bank's liability hereunder shall not be discharged nor shall its liability be affected by:

- a. any time, indulgence, waiver or consent at any time given by Owner to the Project Management Consultant.

- b. Any amendment to the Contract Agreement,
- c. The making or the absence of any demand by Owner on the Project Management Consultant or any other person for payment.
- d. The enforcement or absence of enforcement of the Contract Agreement or of any security or other defect in any provision of the Contract Agreement or of any of the Project Management Consultant obligations there under;
- e. The dissolution, amalgamation, reconstruction or reorganization or appointment of any Administrative Receiver of the Project Management Consultant.
- v) The Guarantee herein contained shall not be determined or in any way prejudiced or affected by any change in the constitution of the Bank/ Owner or by any merger, or amalgamation or reconstruction of the Bank / Owner but shall be enforceable against the merged, amalgamated or reconstruction body.
- vi) The Bank hereby expressly and irrevocably waives all claims of waiver, release, surrender or compromise and all defenses, set offs, counter claims recoupments, reductions, limitations and impairments, whatsoever.
- vii) Owner shall be at liberty to vary and alter or modify any of the terms and conditions of the Contract Agreement including without limitation to extend from time to time the time for the performance of the Contract Agreement by the Project Management Consultant or to postpone from time to time any of the powers exercisable by ___ against the Project Management Consultant, to forbear or to enforce any of the terms and conditions of the Contract Agreement, without in any manner affecting this Guarantee and without notice to or assent of the Bank.
- viii) The Bank waives any right to require/proceeding first against the Project Management Consultant or the realization first of any other security or other guarantee, if any.
- ix) The Bank agrees and confirms that its obligation to make payment to Owner on demand hereunder and discharge of such obligation shall not be delayed, exercised or avoided by reason of any act or omission on the part of Owner.

The bank declares and confirms that the Bank has taken all necessary corporate action to authorize the execution delivery and performance of this Guarantee in accordance with the terms hereof and that the Bank has full power to enter into and perform and discharge its obligations under taken hereunder and that this Guarantee constitutes legal, valid and binding obligation of the Bank, enforceable in accordance with its terms and any defects therein or in its execution shall not be a plea for non-payment or performance of its obligation.

- x) This guarantee shall be Governed by and construed in all respects according to the laws of India and shall be subject to the jurisdiction of the courts in Mumbai.
- xi) Any forbearance or indulgence on the part of Owner in the enforcement of the covenants, agreements, conditions and provisions, expressed or implied, on the part of the Project Management Consultant to be observed, performed or

complied with by the Project Management Consultant under the contract agreement shall in no way relieve the Bank of its liability under the Guarantee.

xii) Terms and expression defined in the contract agreement and used herein shall have the meanings assigned to them therein save and except where the context otherwise require.

i) Notwithstanding anything contained hereinabove;

a. Our liability under this bank guarantee shall not exceed Rs. _____ (Rupee _____)

a. This bank guarantee shall be valid upto ___ or and

a. It is a condition to our liability for payment of the guaranteed amount or part any thereof arising under this Bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before_ or as provided in clause 5 whichever is later failing which our liability under this bank guarantee will automatically cease.

IN WITNESS WHERE OF THE BANK HAS SET ITS HAND AND SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

SIGNED for and behalf)
Of the Bank by it's duly authorized

Representative Mr.)

In the presence of

FORMAT FOR FINANCIAL PROPOSAL

(Location, Date)

Request for proposal (RFP) for "Appointment of Project Management Consultant for Construction Management of *the Building of IICBHC in the Premises of the Lumbini Monastic Zone, Nepal*& other requisite as per the scope of work as well as other relevant sections/chapters of this RFP."

To,
Deputy Director
INTERNATIONAL BUDDHIST CONFEDERATION
Room No 513, 5th Floor, A-1 Wing, IGNC Building,–Janpath
New Delhi 110001, India

Dear Sir,

Subject: Consultancy Services for [name of assignment].

We, the undersigned, offer to provide the consulting services for [name of assignment] in accordance with your Request for Qualification cum Request for Proposal dated [date] and our Proposal. Our attached Financial Proposal is for the sum of [amount(s) in words and figures].

Our Financial Proposal shall be binding upon us subject to the modifications resulting from arithmetic correction, if any, up to expiration of the validity period of the Proposal, i.e. [date].

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signatory [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

INTERNATIONAL BUDDHIST CONFEDERATION
Room No 513, 5th Floor, A-1 Wing, IGNC Building, -Janpath
New Delhi 110001India

Tender No. -----

Name of work: "Appointment of Project Management Consultant for Construction Management of the Building of IICBCH in the Premises of the Lumbini Monastic Zone, Nepal"

Financial Bid

Name of the Firm

Address of the Firm

Phone/Mobile no.

E-Mail ID

S l . N o .	Description	Unit	Qty	Consolidated Amount in Rs.	Total Amount in Rs.
1	Services of Project Management Consultant for construction management of Appointment of Project Management Consultant for Construction Management of the Building of IICBHC in the Premises of the Lumbini Monastic Zone, Nepal & other requisite as per the scope mentioned in chapter 6 & chapter 8 as well as other relevant sections/chapters of this RFP.	LS (Co nso lida ted)	Ser vic es as Det ail ed in thi s RF P.		0.00
	Total Consolidated Amount in Rs. (Excluding GST)				0.00

b)

c) Note:-

1. The Services Fee shall be for the total Scope of works as detailed in the RFP. The Bidders are required to quote a consolidated amount of fee quoted for the contract excluding GST. GST would be reimbursed, as applicable during execution of the contract.
 1. The Tax & levies shall be deducted as mentioned as per applicable rules.
 2. The fee payable will have no correlation with the projected estimated cost/tender cost/ preliminary estimated cost/actual cost/detailed estimated cost/ Cost at completion, whatsoever is there for IICBHC Project
 3. The Consultancy fees shall be deemed to include the cost of necessary subordinate staff and all other expenditures, which the Project Management Consultant may incur in the course of carrying out the services agreed upon. The Project Management Consultant shall not be entitled to any payment or remuneration, over and above the consolidated fees.
 4. All necessary statutory deductions as per laws of the Local Bodies / State Government

Sample/indicative format for Completion certificate(s) for similar projects'
 Consultancy job completed during last seven years

Reference No. _____

Date _____

Name & Address of the Client:

Name of the Firm:

1	Name of work with brief particulars	
2	Work Order No. & Date	
3	Agreement Amount	
4	Date of commencement of work	
5	Stipulated date of completion	
6	Actual date of completion	
7	Details of compensation levied for delay (indicate amount) if any	
8	Gross amount of the work completed and paid	
9	Name and address of the authority under whom works executed	
10	Whether the Project Management Consultant employed qualified Engineer during execution of work?	
11	i) Quality of work (Indicate grading) (Outstanding/ Very Good/ Good / Satisfactory/ Poor)	
12	i) Did the consultant go for arbitration i) If yes, total amount of claim ii) Total amount awarded	
13	Comments on the capabilities of the consultant	
	a) Technical Proficiency (Outstanding/ Very Good/ Good / Satisfactory/	

	Poor)	
	b) Financial soundness (Outstanding/ Very Good/ Good / Satisfactory/ Poor)	
	c) Mobilization of adequate T&P (Outstanding/ Very Good/ Good / Satisfactory/ Poor)	
	d) Mobilization of manpower (Outstanding/ Very Good/ Good / Satisfactory/ Poor)	
	e) General behavior (Outstanding/ Very Good/ Good / Satisfactory/ Poor)	

Authorised Signatory