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 Print																																							
Basic Details																																							
Organisation Chain	Indian Institute of Management Sirmaur																																						
Tender Reference Number	IIMS/Project/PMC/06/2025-26																																						
Tender ID	2025_IIMS_882123_1	Withdrawal Allowed	Yes																																				
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Tender Category	Services	No. of Covers	2																																				
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		EMD Payable To	The Director IIM Sirmaur																																				
		EMD Payable At	Paonta Sahib																																				

[Click to view modification history](#)

Work /Item(s)					
Title	Notice Inviting Tender from CPSEs				
Work Description	Notice Inviting Tender from CPSEs for Appointment of Project Management Consultant (PMC) for Execution, Supervision, Monitoring and Development of Phase II Campus of Indian Institute of Management Sirmaur				
Pre Qualification Details	As per tender Documents				
Independent External Monitor/Remarks	Dr. M.C Borwankar Mr. M.J. Joseph				
Show Tender Value in Public Domain	No				
Tender Value in ₹	9,00,00,000	Product Category	Consultancy	Sub category	PMC
Contract Type	Tender	Bid Validity(Days)	180	Period Of Work (Days)	NA
Location	IIM Sirmaur Dhaula Kuan	Pincode	173031	Pre Bid Meeting Place	Virtually at conference Hall IIM Sirmaur
Pre Bid Meeting Address	Virtually at conference Hall Admin Building Dhaula Kuan IIM Sirmaur	Pre Bid Meeting Date	28-Oct-2025 11:00 AM	Bid Opening Place	IIM Sirmaur
Should Allow NDA Tender	No	Allow Preferential Bidder	No		

Critical Dates			
Publish Date	17-Oct-2025 06:00 PM	Bid Opening Date	10-Nov-2025 03:30 PM
Document Download / Sale Start Date	17-Oct-2025 06:00 PM	Document Download / Sale End Date	08-Nov-2025 06:00 PM
Clarification Start Date	NA	Clarification End Date	NA
Bid Submission Start Date	17-Oct-2025 06:00 PM	Bid Submission End Date	08-Nov-2025 06:00 PM

Tender Documents					
NIT Document	S.No	Document Name	Description	Document Size (in KB)	
	1	Tendernotice_1.pdf	Notice Inviting Tender for from CPSEs for Appointment of Project Management Consultant (PMC) for Execution, Supervision, Monitoring and Development of Phase II Campus of Indian Institute of Management Sirmaur	1011.66	
Work Item Documents	S.No	Document Type	Document Name	Description	Document Size (in KB)
	1	Tender Documents	PMCNIT.pdf	Notice Inviting Tender from CPSEs for Appointment of Project Management Consultant (PMC) for Execution, Supervision, Monitoring and Development of Phase II Campus of Indian Institute of Management Sirmaur	994.06
	2	BOQ	BOQ_927161.xls	Financial Bid BOQ	298.50

Bid Openers List

S.No	Bid Opener Login Id	Bid Opener Name	Certificate Name
1.	ao_purchase.store@iimsirmaur.ac.in	HARPREET SINGH	HARPREET SINGH
2.	ao_personnel@iimsirmaur.ac.in	HUKAM CHAND	hukam chand
3.	akdas@iimsirmaur.ac.in	Amiya Das	AMIYA KUMAR DAS

GeMARPTS Details

Reason for non availability of GeMARPTS ID	Urgent nature of Procurement
Remarks	GEM ID No. BRBUGETFI7JN
Document Name	Nonavalablity.pdf
Document Size (in KB)	54.51

Tender Properties

Auto Tendering Process allowed	No	Show Technical bid status	Yes
Show Finance bid status	Yes	Stage to disclose Bid Details in Public Domain	Technical Bid Opening
BoQ Comparative Chart model	Normal	BoQ Compartive chart decimal places	2
BoQ Comparative Chart Rank Type	L	Form Based BoQ	No

TIA Undertaking

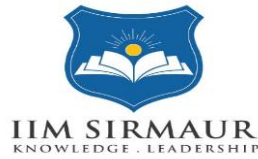
S.No	Undertaking to Order	Tender complying with Order	Reason for non compliance of Order
1	PPP-MII Order 2017	Agree	
2	MSEs Order 2012	Agree	

Tender Inviting Authority

Name	S C (Project)
Address	Dhula Kuan IIM Sirmaur

Tender Creator Details

Created By	HUKAM CHAND
Designation	Administrative Officer
Created Date	17-Oct-2025 04:02 PM



INDIAN INSTITUTE OF MANAGEMENT SIRMAUR

Website: www.iimsirmaur.ac.in

(Tender Reference No: IIMS/Project/PMC/06/2025-26 dated 17.10.2025)

Notice Inviting Tender

from CPSEs

for

**Appointment of Project Management Consultant (PMC) for Execution, Supervision,
Monitoring & Development of Phase II Campus of Indian Institute of Management
Sirmaur**

INDIAN INSTITUTE OF MANAGEMENT SIRMAUR

**P.O. Dhaula Kuan, Tehsil- Paonta Sahib,
Distt.- Sirmaur 173031**

Online tendering through CPPP (<https://eprocure.gov.in/eprocure/app>)

Last date & time of online submission of bid: 08.11.2025 up to 6.00 PM

DISCLAIMER

This document has been prepared by Indian Institute of Management Sirmaur. The information is provided only to Central Government Public Sector Organizations who are interested to submit their bid for the selection of a Project Management Consultant (PMC) to provide Project Management Consultancy for Execution, Supervision, Monitoring & Development of Phase-II Campus of Indian Institute of Management Sirmaur (Himachal Pradesh).

The purpose of this Notice Inviting Tender (**NIT**) document is to provide the bidders with the information to assist the formulation of their proposal. This NIT document may not be appropriate for all persons/parties and it is not possible for the Institute to consider the business / investment objectives, financial situation and particular needs of each bidder who reads or uses this NIT document.

Each bidder should conduct its own investigation and analysis and should check the accuracy, reliability and completeness of the information in this NIT document and wherever necessary obtain independent advice from appropriate sources. The Institute makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the NIT document.

No reimbursement of cost of any type or on any account will be made to persons or entities submitting their bid. The Bidder, at the Bidder's own responsibility, cost and risk, is encouraged to visit and examine the Site of Works and its surroundings, approach road, soil conditions, investigation report, existing works if any connected to the work, drawings connected to the work if/as available and obtain all information that may be necessary for preparing the Bid and entering into a contract for PMC. The costs of visiting the site and all other pre-assessments shall be at the Bidder's own expense.

It shall be deemed that the tenderer has visited the site/area and got fully acquainted with the working conditions and other prevalent conditions and fluctuations thereto whether he actually visits the site/area or not and has taken all the factors into account while quoting his rates and prices. The bidder is expected, before quoting his rates, to go through the requirement of all inputs, specifications and conditions of the NIT document.

INDIAN INSTITUTE OF MANAGEMENT SIRMAUR
Tender Reference NO: IIMS/Project/PMC/06/2025-26/ dated 17.10.2025

NOTICE INVITING TENDER

Sealed limited bids are invited under Single stage (Two bid system) professional agencies **(Central Public Sector Enterprises only)** for the work mentioned below:

Name of the work: Notice Inviting Tender for Appointment of Project Management Consultant (PMC) for Execution, Supervision, Monitoring & Development of Phase-II Campus of Indian Institute of Management Sirmaur (Himachal Pradesh).

Location of site: **IIM SIRMAUR, P.O. Dhaula Kuan, Tehsil- Paonta Sahib, Distt- Sirmaur, Pin Code 173031**

Bid Downloading Schedule: NIT documents can be downloaded from the CPP portal and the IIM Sirmaur website.

CRITICAL DATE SHEET

Release of NIT	17.10.2025
Bid Document Download Start Date	17.10.2025
Pre-bid meeting for all Applicants at IIM Sirmaur	28.10.2025
Corrigendum (If any)	Will be uploaded on CPPP / Institute's website.
Last date of Online Bid Submission	08.11.2025
Presentation by Applicants	TBA
Evaluation of Technical bid Bids and shortlisting of Applicants	TBA
Opening of Financial bid bids and declaration of result	TBA

1. Bid Submission:

The tenderer who has downloaded the NIT from the IIM Sirmaur website www.iimsirmaur.ac.in/tender or CPP portal **shall not tamper/modify the NIT form, including the downloaded price bid template, in any manner.** In case the same is found to be tempered/modified in any manner, the NIT will be completely rejected, and the tenderer is liable to be banned from doing business with IIM Sirmaur.

Intending tenderers are **advised to visit the IIM Sirmaur website, www.iimsirmaur.ac.in, and www.eprocure.gov.in** (CPP Portal) **regularly till the closing date of submission of NIT** for any corrigendum/addendum/ amendment.

The NIT shall be submitted as follows:

- Pre-qualification documents
- Price bid as per Price Bid format

The offers submitted by Fax/email shall not be considered. No correspondence will be entertained in this matter.

E-Tendering procedure:

Accessing/ Purchasing of NIT Documents

- a) The complete NIT Document can be viewed /downloaded from the CPP portal free of cost or link on NIT section of IIM Sirmaur website i.e. www.iimsirmaur.ac.in.
- b) It is mandatory for all the applicants, in addition to the eligibility criteria mentioned in Page no. 10, to have class-II/III Digital Signature Certificate from any of the licensed Certifying Agency (Applicants can see the list of licensed Certifying Agencies from the link www.cca.gov.in) to participate in e-Tendering of IIM Sirmaur.
- c) In addition to this, Applicant shall submit a non-refundable fee Rs. 17,700/- towards e-bid processing fee paid online using the e-payment gateway to IIM Sirmaur on the portal address mentioned above.
- d) Validity of Applicant's Registration on the e-Tendering portal of CPP.

Applicants may note the following:

- (i) It shall be the sole responsibility of the applicant(s) to keep the Registration valid up to the original/extended date of submission of bid. Bids can be submitted only during the validity of their registration, as mentioned in clause (f) below.
- e) IIM Sirmaur may issue addendum(s)/corrigendum(s) to the NIT documents for additional requirements or clarifications. In such case, the addendum(s)/corrigendum(s) shall be issued and placed on website of e-procurement portal at any time before the closing time of tender. The applicants who have downloaded the NIT documents from website must visit the website and ensure that such addendum(s)/corrigendum(s) (if any) is also downloaded by them. This shall be the responsibility of the prospective registered applicants to check the web site for any such corrigendum/addendum till the time of closing of NIT and ensure that bid submitted by them are in accordance with all the corrigendum/addendums.
 - f) The NIT documents shall be submitted online on or before 18:00 Hrs. on 08/11/2025 in the prescribed format given on the websites and Pre-qualification (Technical) bids received online shall likely be opened at 15:30 Hrs. on 10/11/2025. No other mode of Bid submission is acceptable. Detailed credentials as per the requirement of eligibility criteria and all NIT papers are to be submitted online.
 - g) Applicants cannot submit the NIT after the due date and time of e-bid submission. Time being displayed on e-procurement portal of CPP ("Standard Time") shall be final and binding on the applicants. E-Bids are required to be submitted by applicants, only as per the Indian Standard Time (IST) and not the time as per their location/country.
 - h) The complete application shall be signed by the Authorized Signatory of the Applicant & submitted "on-line" and Price Bid Sheets should be filled and submitted "online" only. The authorized signatory of the applicant must be in possession of a registered Power of Attorney before submitting the digitally signed bid. Scanned copies of various documents can be prepared in different file format (PDF, JPEG). Applicants can upload a single file of size 5 MB only, but they can upload multiple files.

**Notice Inviting Tender
From
CPSEs**

For

**Appointment of Project Management Consultant (PMC) for, Execution, Supervision,
monitoring & development of Phase II Campus of Indian Institute of Management
Sirmaur (Himachal Pradesh)**

Date & Time of Pre-Bid meetings:	11.00 AM, 28.10.2025.
Submission Deadline for online Applications/Bids:	06.00 PM, _08.11.2025.

**Indian Institute of Management Sirmaur
P.O. Dhaula Kuan, Tehsil- Paonta Sahib, Distt-
Sirmaur, Pin Code 173031**

E-mail: sc_project@iimsirmaur.ac.in

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NIT Issued to (Applicant's Name):

Signature of Authorized
Official of PMC Applicant: Name
& Designation

**SC PROJECT
IIM SIRMAUR**

0.0 Definitions

- 0.1 **‘IIM Sirmaur’** or the ‘Institute’ means the Indian Institute of Management Sirmaur (IIM Sirmaur) represented through its Director and any other officials designated by Director or Board of Governor for this purpose.
- 0.2 **‘Project’** means the Development of Phase II of IIM Sirmaur campus at Dhaulakaun, District Sirmaur (H.P.) as per the broad requirements at clause 4.0.
- 0.3 **‘Project Management Consultant (PMC)’** means the successfully appointed Applicant, from amongst the CPSEs, appointed as such pursuant to this selection process, for providing Project Management Consultancy services for the Phase II Campus Development & Execution of the Project of IIM Sirmaur. PMC’s responsibilities include pre-planning consultancy, planning, Design, execution, supervision, and monitoring of the project, ensure quality control, Safety management, cost control, Environmental management Plan, quality management plan, safety management plan, timely completion of the project, post-completion review & rectification, and all other responsibilities related to completing the project as agreed timeline under the contract with the Institute.
- 0.4 **‘Notice Inviting Tender (NIT)’** means this document, along with any addendum(s)/corrigendum(s), specifying the requirements, terms and conditions, scope, and other related particulars of selecting and employing a PMC for the Phase II Campus Development Project of IIM SIRMAUR.
- 0.5 **‘Project Management Services (PMS)’** means services to be rendered by PMC to IIM Sirmaur for its Phase II Campus Development and more specifically as set out in Clause 1.2.
- 0.6 **‘Application’** means the bid submitted by an Applicant for providing Project Management Services and shall include Technical Bid and Financial Bid.
- 0.7 **‘Applicant’** means such eligible CPSE or such other similar entity which has submitted an Application in response to this Notice Inviting Tender.
- 0.8 **‘Technical Bid’** means the technical part of the **Application** that includes data. And documents required for evaluating the technical capability of the Applicant.
- 0.9 **‘Financial Bid’** means the financial part of the **Application** that specifies the fee, and any other charges which the Applicant wishes to charge from IIM Sirmaur for providing PMC services for its Phase II Campus Development and it comprises of fee quoted for the total Project and the different stages of the Project.
- 0.10 **‘Fee’** means the stage wise charges to be paid to the PMC for the successful Project Management Services rendered by it on the Phase II Campus Development of the Institute after thorough inspection and due satisfaction of the duly authorized representative of IIM Sirmaur.
- 0.11 **‘Master Plan’** means the overall architectural plan / Site layout plan including, but not limited to the details of road networks, street lighting, water supply and drainage details, storm water drainage, STP, WTP, building layouts, Electrical layout, firefighting layout, BMS, CCTV, Landscape plan, rain water harvesting plan, horticulture as per the DCR and building bye laws of HPTCP/ State Govt. statutory body for the Phase II Campus

Development of the Institute to be prepared by Design Consultant.

- 0.12 **‘Defect liability period/DLP’** means the warranty period beyond the project completion which shall be two years from date of completion of the project.
- 0.13 **‘Net worth’** means total assets minus total outstanding liability.
- 0.14 **‘Capital cost’** means total Approved Project Cost.

0.1

Abbreviations	
BOQ	Bills of Quantity
CAG	Comptroller & Auditor General
CPSE	Central Public Sector Enterprises
CVC	Central Vigilance Commission
DD	Demand Draft
EMD	Earnest Money Deposit
HVAC	Heating Ventilating and Air-Conditioning
IIM SIRMAUR	Indian Institute of Management Sirmaur.
IIM	Indian Institute of Management
LOI	Letter of Intent
MOU	Memorandum of Understanding
NOC	No Objection Certificate
O&M	Operations & Maintenance
R&D	Research & Development
NIT	Notice Inviting Tender/ National Institute of Technology
PM	Project Management
PMC	Project Management Consultant
BOG	Board of Governor of IIM Sirmaur.
CPWD	Central Public Works Department
TBA	To Be Announced

1.0 Introduction

1.1 Indian Institute of Management Sirmaur, (hereinafter referred to as ‘**IIM Sirmaur**’ or ‘**the Institute**’) is an autonomous institute established in 2015 by the Government of India to provide quality management education in the country to cater to the needs of corporate and non-corporate sectors and public systems. Indian Institute of Management SIRMAUR, the newest entrant in the elite league of IIMs, is set up with the objective of providing quality management education while sensitizing students towards the needs of the society. The Institute is operational from July 2024 in a permanent campus located at P.O. Dhaula Kuan, Tehsil- Paonta Sahib, Distt- Sirmaur, Pin-Code 173031. For the establishment of a state-of the art Phase II construction of the campus, an area of approximately 208 acres. The site has been selected considering factors such as easy accessibility and scope for future development.

1.2 The Institute invites applications for selection of Project Management Consultant (referred to as the “**PMC**” herein after) for development of the Project. The selected PMC shall carry out various activities, including, but not limited to the following: (See section 6.0 for detailed scope of services)

- The Principal of the PMC organization or his designated senior officer with due competence will be required to make competitive selection of EPC contractor. This will include developing the preparation of tender document/EPC Contract, any other documents etc. PMC will be responsible for all diligence, evaluation, technical and financial evaluation of the EOI/EPC Contractor/tender evaluation, with concurrence of the Institute. In case the management of the Institute disapproves of any EPC contractor, the same shall be not appointed/removed. PMC shall ensure that the EPC contractor meets the required technical, financial, and operational standards and shall remain liable for any deficiency or default in the EPC contractor’s performance.
- The PMC will also be responsible for vetting of Good of Construction drawings submitted by the EPC contractor, including but not limited to architectural/structural/Landscaping/external development, MEP services, HVAC, BMS, CCTV, etc and other relevant systems. PMC shall also evaluate, coordinate and be responsible for detailed design submissions to ensure integration and feasibility of execution across all service.
- Preparing of Bill of quantities/cost estimates of /EPC contracts, Detailed Specifications of various items. It may be noted that the vetting/peer review of engineering designs for structural safety and also of MEP services will be done by PMC through the experts of IITs/ CBRI/ NITTTR/ NITs with the prior concurrence of IIM Sirmaur. PMC shall ensure the modification as suggested by the vetting agency to be incorporated in the GFC drawings and during execution. The PMC will inform IIM Sirmaur about the changes necessitated on account of vetting process.
- Supervision of the Project during execution and contract management to ensure quality, timeline adherence and cost control.
- Project management services including management of contract with construction agencies and vendors, ensuring compliance with all contractual obligations.
- Provide complete support for responding to legal /statutory matters /CAG/CTE queries/arbitration, etc. and ensuring compliance with all applicable laws including

but not limited to health, safety and environment compliance monitoring at the site.

- Planning, scheduling and tracking of Project progress including sharing of periodic progress reports
- Any other as may be communicated from time to time.

1.3 The selection of the PMC will be through an open limited tender process as per this Notice Inviting Tender (NIT).

1.4 The PMC may be selected either for the full Project of Phase II Campus construction & Development or part wise/building wise as decided by the competent authority of the IIM Sirmaur. The decision of IIM Sirmaur in this regard shall be final and conclusive.

1.5 The NIT document is also available on the official website of IIM Sirmaur. (www.iimsirmaur.ac.in).

1.6 The Application submitted by an applicant should be complete in all respects. Incomplete applications or conditional applications shall be subject to automatic rejection and the said decision of IIM Sirmaur shall be final and shall not be challenged by any Applicant in any manner whatsoever.

2.0 Eligibility Criteria & Other Instructions

2.1 Primary Eligibility Criteria

To become eligible for being considered for selection as the PMC, an Applicant should fulfil the following conditions:

(a) Applicant shall be a CPSE-To be eligible for selection as PMC an applicant should be central public sector enterprise (CPSE) and which qualifies as per the following criteria:

(b) Financial-

- (i) The Applicant should have received every year a payment of more than Rs 25 crores for providing Project management and Consultancy services during last 3 financial years immediately preceding the NIT due date (2024-25, 2023-24, 2022-23)
- (ii) Net-worth: The applicant should have minimum net worth of 100 Crores, during last three financial years.
- (iii) The applicant should not have made loss in more than 1 year during the block of preceding three financial years for which an undertaking and duly audited profit & loss account / balance sheets will have to be submitted by them.

(c) Technical experience of providing Project Management and Consultancy (PMC) Services-

The Applicant must have eligible experience of Eligible Projects (*provided hereinafter*) only. For a project to qualify as an Eligible Projects it shall consist of works involving planning, preparing tender documents, acceptance of the tenders, supervision, quality control, billing and contract management.

Eligible projects shall be:

- (i) A project of providing PMC services executed for development/construction of campus of an educational institution of national importance such as IIMs, IITs, AIIMS, IISER, NITs. Educational institute of repute may also be considered if the minimum total built-up area is 40000 Sqm.
- (ii) The capital cost of Eligible Projects must be at least 150 crores completed during last 7 years.
- (iii) The project completed should be a mix of construction of residential, academic, student hostels and other related structures including all services.

- 2.1.1 The Applicant to confirm that it has never failed to perform on any agreement nor been expelled from any project or agreement, nor any agreement terminated for breach by the Applicant.
- 2.1.2 The Applicant should submit 03 number of references and certificates from the concerned. Institutions/ authorities in fulfilment of the eligibility criteria.
- 2.1.3 The Applicant shall submit copy of their audited balance sheet/profit & loss statement for last 3 years. A certificate for this statutory conditions must be submitted.
- 2.1.4 The Applicant is required to file an affidavit in respect of clauses 2.1.1 and 2.1.2 on a non-judicial stamp paper of Rs.100/- (Rupees one hundred only) so as to authenticate the facts as stipulated in these two clauses. The format of the proposed affidavit is given in **Annexure 4**.
- 2.1.5 The Applicant finally selected as PMC will be required to sign an Integrity Pact and all other related agreements/documents.

2.2 Other Instructions

- 2.2.1 **Pre-bid meeting and Clarifications:** The purpose of pre-bid meeting is to clarify queries and to answer questions regarding the NIT/Bid document. Interested candidate may like to attend the pre-bid meeting which will be held at the conference hall of IIM Sirmaur on 28.10.2025 at 11:00 A.M.
- 2.2.2 Interested Bidders shall intimate the Institute (at purchaseoffice@iimsirmaur.ac.in) with subject line: **“Pre-Bid Meeting for Execution, Supervision, Monitoring & Development of Phase II Campus at IIM Sirmaur”** up to 02:00 PM on 27.10.2025. Online meeting link shall be shared with the interested bidders by email on request only. All concerned are requested to keep regularly visit the website www.iimsirmaur.ac.in
- 2.2.3 No queries raised beyond the stipulated date and time or any verbal/written queries raised during the pre-bid meeting will be entertained.

- 2.2.4 Selection of the PMC shall be as per the selection process described later in this document if it fulfils the Primary Eligibility Criteria. No additional explanation and/or justification (for any aspect of the selection process) will be given and the Institute's decision in this regard shall be final without any right of appeal.
- 2.2.5 Applicants must acquaint themselves fully about the assignment and the local conditions before submitting the Bid. They are advised to visit the site before submitting the bid. Upon acceptance of the Bid, the Applicant confirms that it has thoroughly examined and understood the contents of this NIT, including all its terms, conditions, specifications and annexures. The Applicant further confirms that it has conducted all necessary due diligence and agrees to be unconditionally bound by the provisions of the NIT and any subsequent clarifications or amendments issued thereto.
- 2.2.6 All latest information and clarifications sought, if any, will be posted on the website. Applicants are advised to visit the website regularly.
- 2.2.7 The Applicant shall submit its bid in the form and manner specified in the text. and appendices of the NIT, along with
- a) A tender processing fee of Rs 17,700/- (Rupees seventeen thousand seven hundred only, of which Rs. 15,000.00 is the processing fee and Rs. 2,700.00 is the GST on it) (non-refundable) by electronic transfer to Indian Institute of Management Sirmaur.
Account no: 140701000266
Bank: ICICI Bank
Branch: Paonta Sahib, District Sirmaur, H.P. 173025
IFS Code: ICIC0001407
 - b) An Earnest Money Deposit of Rs. 7,00,000/- (Rupees Seven lakh only) by electronic transfer shall be paid into the account of IIM Sirmaur (details given above). EMD of unsuccessful applicants will be subsequently returned (not later than 30 days) once the process of selection of successful applicant is complete.
 - c) Completely filled-in and signed details as in **Annexure 1-11**.
- 2.2.8 An Applicant is eligible to submit only one bid. See **Appendices 1-6** and **Annexure 1 to 11** for details and various formats. A checklist is provided at **Appendix 6**.
- 2.2.9 As specified in Clause 3.1. The Financial bid should be without any conditions; any conditional applications may be rejected.
- 2.2.10 The bids as well as any other communication related to the PMC work between the Institute and the applicants/PMC shall be always in English language.
- 2.2.11 The bids should remain valid for at least 90 calendar days from the last date of submission.
- 2.2.12 The Institute reserves the right to reject any bid if, at any time, a material misrepresentation is made or discovered, or the applicant does not provide responses or clarifications sought by the Institute within the stipulated period.

- 2.2.13 The documents and other information provided by the Institute or submitted by the applicant to the Institute shall remain or become the property of the Institute. All applicants are to treat all information provided as strictly confidential.
- 2.2.14 The applicant should sign each page (which should be numbered) of the Bid. Additional pages should also be numbered and signed.
- 2.2.15 References and certificates from respective organizations submitted should be signed by an officer not below the rank of Executive Engineer/Project Manager/Chief Administrative Officer in case of a Government Department, and a General Manager in case of other bodies.
- 2.2.16 The Applicant shall bear all the costs associated with submitting the Bid, completing any negotiations and, if selected for the work, executing the agreement in the prescribed format. The Institute will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the bidding process
- 2.2.17 The Institute reserves the right to modify any part of the NIT any time before submission of the bids, giving sufficient notice to all the applicants to respond. Changes may be communicated to all the applicants through physical or electronic means only & they are requested to regularly visit the website before the financial bid submission. The applicant is required to acknowledge the receipt of the changes.
- 2.2.18 The selected PMC is required to provide to the Institute its services without prejudice or conflict of interest, in a manner that best suits the interests of the Institute.
- 2.2.19 Notwithstanding anything contained in this NIT, the Institute reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment and without assigning any reasons thereof.

2.3 Selection Process

The bids are invited from eligible CPSEs, who are engaged in the construction contract Project management and those who qualify in the eligible criteria as mentioned in clause 2.0.

The prospective bidders are expected to submit the information in the prescribed format as detailed in NIT. The bid shall be evaluated as per the evaluation process as detailed hereby

It shall be a QCBS selection method for appointment of the contract

2.4 Evaluation of Technical Bids

- 2.4.1 In the first stage, the technical bids will be evaluated as detailed in the evaluation criteria: Technical Evaluation shall be strictly as per the evaluation criteria given in Appendix 1 of this document. The applicants shall provide necessary data, as required in Appendix 1, in their bid
- 2.4.2 Only those Applicants whose Technical Bids score 60 marks or more out of 100 shall qualify for further consideration and shall be ranked from the highest to the lowest based on their technical scores (TS).
- 2.4.3 Applicants will be required to make a presentation before an evaluation committee constituted by the Institute. The presentation will be of 45 (forty-five) minutes
- 2.4.4 The Institute or any evaluation committee appointed by the Institute may choose, before deciding on the application, to inspect such project sites of the applicant that have been mentioned in the Technical Bid, after due notice of 7 days to the Applicant, at their own cost and shall facilitate the visit in such case, the Applicant shall have to corroborate the statements made in their bid.
- 2.4.5 The presentation must be given by the Project Head / Team leader designated and one of the Project Manager or Construction Manager. If none out of the above turns at the presentation, the applicant will be awarded no marks.

2.5 Short-listing of Applicants

As a result of technical bid evaluation, the bid of the applicants, those who score more than 60 % marks out of 100 % shall only be considered for next stage of evaluation.

2.6 Evaluation of Financial Bid

- 2.6.1. In the second stage, the financial evaluation will be carried out and will be assigned a financial score (FS).
 - 2.6.1 For financial evaluation, the % of the Estimated Project Cost quoted by the Applicant indicated in its Financial Bid will be considered (refer Appendix 3 for the format for Financial Bid).
 - 2.6.2 The Institute will determine whether the Financial Bids are complete, unqualified and unconditional and will consider only those bids which are found satisfactory on all counts mentioned above. The fee as % of Estimated Project Cost quoted in the Financial Bid shall be deemed as final for evaluation purposes only.
 - 2.6.3 The Financial Bid will be opened only of those bidders who secure 60% marks and above in technical bid and each is termed as technically qualified bidder (TQB). The Technical score (TS) of the bidder shall be sum of marks obtained against technical criterion of stage-1. The cost indicated in the financial bid shall be deemed as final and reflecting the total cost of services and should be stated in percentage only on the estimated project cost. The financial bid is excluding the GST as applicable.

2.7 Award of contract:

- i) Selection of Bidder for Award of Work: The final selection of the bidder for the award of work will be based on the scores secured in the Technical Bid and the price quoted in the Financial Bid (Stage-II) as detailed below:
80% weightage will be considered for Technical Score (TS) obtained in the Technical bid.

- ii) 20% weightage will be considered for the price quoted by the bidder in the financial bid, this will be termed as Financial Score (FS). Financial score of the proposals will be determined using the following formula:

$$FS=100x(FL/F)$$

Where,

"FS" is the financial score of an applicant (bidder),

"FL" is the lowest Financial Proposal among all TQBs and

"F" is the financial proposal of the particular applicant (bidder).

- iii) For the purpose of calculation of Composite Score (CS) for each bidder, the weightage shall be 80% for the Technical Score (TS) and 20% for Financial Score (FS) of the respective applicants. The Composite Score shall be calculated using the following formula:

$$CS=0.80x TS+0.20x FS.$$

- iv) The TQBs will be ranked accordingly to their Composite Scores and will be listed in the order of merit as H1, H2 and H3 and so on. The top scorer bidder (H1) shall be eligible for the award of the work as PMC. In case, if the H1 bidder declines the contract/fails to take up the work, IIM Sirmaur may consider the other TQBs in order of merit or to opt for retender.
- v) The Decision of the IIM Sirmaur shall be final and binding on all the bidders in all respects.
- The selected Applicant shall be the first ranked Applicant (having the highest combined score).
 - The first ranked Applicant will be invited for further discussions as may be decided by the Institute. After final selection, a Letter of Intent (LOI) shall be issued by the Institute. The Applicant shall, within the date specified in the LOI, enter into an agreement with the Institute, followed by submission of BG by the applicant and issuance of award of work by the Institute. While doing this completion plan of the project must be submitted which shall form part of the agreement. The selected applicant shall sign all such documents as maybe required by the Institute for awarding the contract.
 - Before signing the agreement with the successful Applicant, an unconditional Performance Guarantee, in the form of a Bank Guarantee (BG), from the bank agreed by the Institute, of 5% of the awarded cost, shall be submitted by such applicant/PMC. This is in addition to the retention of EMD. If there are delays in executing the Project as per the agreed timelines, that are not condoned or accepted by IIM Sirmaur or due to breach of any term of the agreement or due to any failure to perform, both the unconditional Performance Guarantee and EMD of the PMC shall be forfeited, either fully or partially, by the Institute without any requirement of prior intimation or any other additional act and, in addition to any other right or remedy as maybe available to the Institute in law or equity.

- Release of Performance Guarantee: The relevant authority of the Institute shall release 50% of the Performance Guarantee on the issue of competition certificate of the Project by the PMC and the balance 50% of Performance Guarantee shall be released within 60 days of the expiry of the DLP for the extended liability.
- The Bank Guarantee, provided by the PMC shall be valid and in full force till 6 months after the completion of Phase-II campus development. The Performance guarantees shall be provided by the selected bidder in the format provided hereinafter in the NIT.

3.0 Schedule & Submission of Bids

3.1 Applicants satisfying the minimum qualification requirements as prescribed in clause 2.1 shall submit their bids online as detailed. In addition to the Technical bid submitted online, one hard copy of the same shall also be submitted to IIM Sirmaur, so as to reach IIM Sirmaur within 72 hours of the last date and time of submission of the online bid in sealed cover at the address: The Director, IIM Sirmaur, P.O. Dhaula Kuan, Tehsil- Paonta Sahib, Distt- Sirmaur, Pin Code 173031, Himachal Pradesh

Queries/clarifications may be e-mailed to (sc_project@iimsirmaur.ac.in). Clarifications, if any, shall only be posted on the Institute's website. No individual replies/clarifications may be sent.

3.2 The key dates are as follows (subject to change):

Sr. No.	Description	Dates
1	Release of NIT request to Applicants	17/10/2025
2	Pre-Bid meeting(online/offline) for all applicants at IIM SIRMAUR	28/10/2025
3	Last date of online receipt of bid	08/11/2025
4	Presentation by applicants	TBA
5	Evaluation of technical bid and short listing of applicants	TBA
6	Opening of financial bid and declaration of result.	TBA

4.0 Broad Requirements of the Project

4.1 In addition to the scope mentioned in clause 1.2, the main role and responsibility of the PMC is infrastructure development of IIM Sirmaur Phase II Campus. The Campus is already established at Dhaulakuan, Himachal Pradesh, and has an area of approximately 208 acres. The proposed Phase II campus is expected to be constructed and handed over by FY 27-28 as per the timeline mentioned in Appendix-5.

- 4.2 The first phase of the campus construction is almost over and Second Phase needed for IIM Sirmaur to become operational and fully functional in all respects by June 2028. The PMC shall be expected to undertake the following construction activities in the Second phase of the campus:

a) New Hostel Blocks:

Construction of multiple Hostel blocks -The phase-II project is also planning to expand by addressing the immediate needs to accommodate the students of BMS, PhD and MBA Executive program. For this IIM Sirmaur have planned to provide hostel facility for 955 students. It shall consist of air-conditioned single rooms, double and triple seater rooms with common/attached bath/WC.

b) MDP Guest House:

It consists of single occupancy 40 rooms with attached toilet. There will be provision for ledge, extra-large bed (6x4 feet), individual wardrobe and luggage rack, study table, side table, study chair, coffee table, lounge chair, minibar cabinet and dressing unit with mirror)

c) Residential Facility for the Faculty and Staff:

With the introduction of new courses and increase in the intake of students, institute faculty and staff capacity will be increased for which housing facility will be required for 24 more each for faculty and staff.

d) Student mess:

A student mess with seating capacity of 500 is required for students of BMS, MBA executive and MBA (PGPEX-LSM, FB) programs.

e) Faculty Club: It will have the following facilities:

- Single hall of capacity 100 persons.
- Large TV with appropriate seating
- Adequate electricity points for heaters.
- Billiard, TT, Chess, Carom, cards etc. in the sports room, store cum manager room,
- 15x25 mtr. pool (depth-1200mm) + kids pool (Area as per standards and depth-450 mm) & shower and changing room facility with lockers (15 nos.). provision of any café or pantry etc. to cater here or any other kind of fooding arrangement. To be as per the concept designs provided by the IIM Sirmaur.

f) Faculty Building

Multistoried with individual cabins, one faculty lounge for 40 faculty members.

g) Infrastructure Development Work:

It consists of Internal Road & Pathway, security cabins, UG tanks, integrated external water supply distribution lines/ trunk and distribution sewer lines, solid waste management, recycling and reuse of waste, Landscaping work including artificial pool etc., STP/ETP/WTP, Tracks and fields for outdoor games and events and courts, like jogging tracks and an Amphitheatre. Adequate parking facilities for the proposed numbers of students, faculty, visitors, and staff, signage, murals, artefacts, water bodies, rainwater harvesting, horticulture, irrigation system, gardens/ parks, placement of sleeves across the road at suitable intervals for crossover of services.

Solar photo voltaic Power Generation System, Firefighting detection and control system, Substation, Street Lighting, Security & Surveillance system, \ as per the requirement. Power backup system (AC & DC), Data and voice LAN/WAN network, adequate safety and surveillance system. HVAC systems in selected areas, BMS, Security system, lifts, external & internal electrification Fittings, furniture, including workstations, and furnishings for offices, discussion rooms, and, as applicable, in hostels and dwelling units.

These activities are indicative in nature and mentioned only to give an idea of the size and scale of activities involved. The final plan may have other components and facilities. The subsequent phases of the New Campus are expected to be completed as per the capacity and completion targets indicated in **Appendix 4**.

5.0 Terms of Reference of the Assignment

- 5.1 The objective of IIM Sirmaur, in seeking to appoint a PMC, is to monitor and oversee out the Phase II Campus Development project with adequate professional & technical support and without undue constraint on the academic activities of the Institute to which the Director and other officials are expected to devote a major part of their time and effort. By acting as the agent of the Institute, the PMC is expected to provide full support to the Institute in the task of managing the project, subject to the provisions of this NIT and other terms and conditions of the agreement signed between the PMC and the Institute. The PMC will have, under the guidance and supervision of IIM Sirmaur, advisory, planning and execution as well as supervision and monitoring responsibilities in this project. Some indicative stage of execution of the project are given in **Appendix 4**.
- 5.2 PMC shall have a site office (at Dhaula Kuan, IIM Sirmaur), with adequate infrastructure and appropriate manpower as required from time to time, right through the entire assignment - from concept to completion. The Institute shall provide built up space 100 sqm. Water and electricity shall also be provided for the site office but may charge a reasonable/nominal cost for the same. The construction, furnishing, furbishing, maintenance, upkeep and watch and ward of PMC site office shall be done by the PMC at their own cost.

6.0 Scope of Services of PMC

The scope of work would be to oversee the development of the Phase II campus from the concept to completion and handover stage. The heads which comprise the services, in addition to clause 1.2, the PMC is expected to render are.

- (i) The PMC shall act as an Engineer-in-charge of the project and shall be responsible for day to day supervision, Quality Control, billing & the contract management of the Phase-II contractor.
- (ii) Project management and contract management liaisoning, tendering, Pre-Construction planning of contract management Construction and Post Construction stage including DL period.
- (iii) Supervision, Monitoring, and implementation of the Project,
- (iv) Monitoring Project outcomes.
- (v) Overall delivery of the project within the agreed time and cost estimates/budget.

6.1 General

The master plan of phase-II is being developed by a consultant architect appointed by IIM Sirmaur. The schematic drawings with unit layouts of each facility and major routes of all the services will be provided by the consultant architect. The shortlisted PMC to be appointed as an outcome of this NIT shall be responsible to prepare a bid document for appointment of the contractual agency for phase-II work. The contractual agency to be appointed for execution of work on EPC Mode-I as per CPWD manual/ norms. The PMC shall also be responsible for undertaking the following activities:

- 1. The Project Management Consultant (PMC) will act as 'Engineer-in-Charge' on behalf of IIM Sirmaur for implementing the overall Project.
- 2. PMC shall be required to manage the entire Project activities from detailed drawings up to completion of the Project, including obtaining municipal and other statutory approvals (if any), as per GoHP/GoI requirements. The necessary fee will be reimbursed by the Institute on submission of valid proof of such payment or shall be paid as receipt of demand note from sub authority
- 3. Once the concept and schematic design/drawings i.e. master layout plan, architectural drawings, floor plans, x-sections, basic finishes schedule, basic specifications etc. for various buildings have been finalized, selected PMC will prepare and float the EPC NIT on the basis of these drawings submitted by the Institute architectural consultant.
- 4. Faithfully recording the minutes of meeting held with the Institute, and all other related agencies such as the designers, contractors/Consultants/vendors etc. and distributing the same to all concerned members.
- 5. PMC shall also be responsible for following: Study the concept, Schematic drawings, specifications, SLD and DBR of all services prepared by already appointed architect consultant with respect to the standard and prevailing construction practices. Any discrepancy, if found the PMC shall discuss with the institute and seek the final decision to incorporate in the bid.

6.2 Pre-Construction Stage:

- a. 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 tests done for ascertaining the suitability of quality of water for construction.

- b. After incorporating the concept and schematic design as per the Institute requirement, the PMC shall prepare the final NIT document and share it with IIM Sirmaur for tendering process and for the award of work. PMC will be responsible for preparation and verification of BOQs for EPC tenders, NIT documents, pre-qualification of EPC contractors.
- c. Working out electrical load requirement, determining capacity of STP/ETP/WTP/UGT. Working out HVAC load requirement, backup AC DC power load requirement. Accessing drinking water and other water requirement.
- d. Consult with IIM Sirmaur/Architectural consultant in process of NIT making, finalizing the specifications and award of work to EPC contractor.
- e. List and ensure that all construction related insurances to persons and activities on site are obtained as necessary.
- f. Coordinating and supervising & monitoring of all design deliverables on site.
- g. Preparing Cash flow requirements.

6.3 Environment Precaution Planning

- (i) Carrying out EIA and obtaining clearance from all concerned civic bodies.
- (ii) Preparation of environmental documents for at least GRIHA 3-star rating, based upon the principles of health, safety, and environment management, in a cost-effective and technically sound manner including environmental impact assessment report, environmental management plan, and mitigation measures etc. necessary to get the environmental clearances from the state and central government authorities like Consent to Establishment & Operate. Similarly, tree cutting permission as per forest (conservation) Act 1980.
- (iii) Plan environmental specifications related to lead, asbestos, pesticides, indoor air quality, and waste management and disposal.
- (iv) Viable plan for use of recycling support services for proper waste management.
- (v) Viable plan for use of sustainable energy resources like solar energy etc.
- (vi) Rainwater harvesting & water recycling.
- (vii) Creating a barrier free environment.

However, any construction required for this shall be strictly and wholly to be designed to be located within the approved Master Plan. All architectural features shall be strictly in accordance with the overall architectural vocabulary of the campus. This task will be assigned to the Architectural Consultant selected for the purpose.

At the mobilization stage, PMC will ensure to:

- a. Verify data related to physical survey, levels, contour, positions, marking, fixing of boundaries/hard barricading etc. at site
- b. Verify survey sheets/ contour sheets and setting out at site
- c. Ensure the mobilization of facilities like temporary power, source of water supply by the contractor agency as per contract and norms.
- d. Finalization of scrutiny, sequencing, and scheduling of activities on site.
- e. Selection and finalization the locations/yards for storage of construction material (steel, aggregate, sand, bricks, cement, paint, glass, batching plant, E&M equipment's, etc.) properly, away from the academic and existing residential zones in consultation with IIM Sirmaur so that the community living inside the campus is not affected by the construction activities.
- f. Dedicated parking area for construction vehicles to avoid entry in the existing Phase-I campus.

- g. Submission of drawings to the local bodies/ various statutory authorities and obtaining Consent to Establish or NOC as the case may be.

6.4 NIT document/ Bid process of the EPC contractors

A) Bid Process:

- (i) Based on CPWD/Central government norms, PMC will prepare the preliminary estimates on the basis of concept and schematic drawings issued by the Institute and provide assistance to IIM Sirmaur in obtaining administrative approval of the competent authority. Once the final concept designs prepared by selected design consultant have been accorded and approved by the Institute, it will be the responsibility of the PMC to start preparation of NIT for EPC mode.
- (ii) The PMC shall ensure preparation of all EPC NIT documents, detailed specifications, contract conditions, for buildings and all other works, float NIT and award the works (Internal and External) by following laid down rules and procedures. The PMC shall take all follow up activities and corrections and modifications in the submissions that may be called for tender. The PMC will also ensure implementation of constructability and green building concepts in the project during execution.
- (iii) Before invitation of bid technical sanction has to be issued for the estimate by a competent authority of selected PMC.

6.5 Appointment of EPC Contractors

- (i) The PMC shall recommend to the Institute about the optimal number of NIT packages required to be prepared for successful completion of the project without any litigations/cost/time overruns. The ramifications of tenders, especially for building works, should be such as to attract genuine EPC contractors besides ensuring fair competition. The PMC shall carry out the bidding-process for selection of contractors for all works.
- (ii) The PMC shall prepare the NIT documents on the basis of concept and schematic design given by Institute and prepared by architectural consultant, the estimated time for completion, the detailed nomenclature of items along with the detailed specifications, General and Special Conditions of the Contract. The PMC would be fully responsible for the accuracy and sufficiency of the estimated quantities and cost. The PMC shall ascertain the overall correctness of the NIT documents before those are issued to prequalified tenderers.
- (iii) In accordance with the guidelines of the Institute, the PMC shall inform the Institute in deciding the criteria for prequalification and preparation of documents for pre-qualification of EPC contractors for specific approval of the Institute.
- (iv) The PMC shall complete the Prequalification process with intimation to the Institute. This will include answering pre-bid queries and conducting pre-bid meetings with prospective contractors and issuing LOI/LOA.
- (v) Invitation, receipt, and opening of NIT will be done by PMC. The evaluation of the tenders received, and preparation of the comparative statement, clearly identifying the technical and commercial conditions shall be done by the PMC with full justification of rates along with basic market rates of all constituents of the material T&P machinery etc. as on the date of issue of NIT documents along with proper analysis of rates including therein fair value analysis. Labour rates

- will be as per minimum wages act. For NIT preparation and evaluation, standard norms such as latest CPWD manual/GFR & CVC guidelines may be followed.
- (vi) Analysis of tenders, preparation of justification/comparative statement and submission with comments.
 - (vii) The PMC authorized person shall be the member of the meetings between the EPC contractor(s) and IIM Sirmaur. Minutes of all such meetings will be prepared and circulated by the PMC subject to the approval of the Institute.
 - (viii) The PMC shall ensure innovative solutions tailored to create a beacon of sustainability, adopting the architect's context-sensitive architecture, adaptive building envelopes and a digitally enabled campus in view of design and engineering.
 - (ix) PMC shall be responsible for construction supervision and quality assurance. Real time project monitoring employing cutting-edge tools such as BIM, IoT devices and mobile based platforms may be used to ensure optimal resource utilization and precision at site.
 - (x) The PMC shall provide integrated design services management related to all activities of Campus Development before/during execution and construction phase.
 - (xi) The structural designs and drawings submitted by contractor must be proof checked by the a third party vetting by institutions like IIT/NITTTR/NIT/CBRI only with the approval of IIM Sirmaur. The payment towards vetting/ proof checking shall be reimbursed by the IIM Sirmaur on submission of document proof, as per actual.
 - (xii) PMC will verify and approve all necessary detailed engineering drawings submitted by contractor including Architectural, MEP works, water collection, storage, distribution drainage and disposal systems, communication, landscape designs etc. as per the provision of CPWD manual. All necessary drawings must be checked by PMC Engineer/Architect, thereafter counter-checked and verified by Engineer-in-charge/Team-leader of the selected PMC.

6.6 Vetting of Working Drawings & NIT Documents

- (i) Engage the services of well-qualified experienced Engineers to check and verify the design of various specialized works such as HVAC, mechanical, electrical, firefighting, etc. under intimation to IIM Sirmaur, pertaining to the following services:
 - a. Mechanical works, MEP, ventilation systems, HVAC,
 - b. Electrical (internal & external) including appropriate lux level, HT/LT substations, power backup (DG) system etc.
 - c. Building Automation Systems (BMS)
 - d. Fire detection/protection system.
 - e. Security systems/CCTV, Plumbing, Sewage & Sanitation, road design, culvert design, Waste management System (solid, electronic etc.)
 - f. Design of Computer network cabling and telephone, Wi-Fi cabling
 - g. Audio/video system, including acoustics, furniture and furnishing items for required spaces
- (ii) Getting, checking, and vetting mechanical, electrical, plumbing, HVAC and external development working drawings and detailed drawings, full size details, making load/capacity calculations and preparing all design drawings,

specifications, or such other particulars as may be necessary for preparing the bills of quantities & NIT documents.

- (iii) Working out electrical load requirement, determining capacity of STP/ETP/WTP/UGT. Working out backup AC DC power load requirement, assessing drinking water and other water requirement.

6.7 Construction

- (i) PMC shall execute the project in a time-bound manner and hand over the building/ other works complete in all respect certified by IIM Sirmaur within the time limit of 22 months starting from the 10th day of issue of award letter to the EPC contractor. PMC shall endeavour that no time and cost overruns occur.
- (ii) Issuance of GFC drawings followed by checking and vetting/approval of working drawings which will be submitted by EPC contractor after the award of work and to ensuring that the working drawings submitted are prepared as per Institute concept and schematic design details, so that the work can be further executed properly as per the requirement of the Institute.
- (iii) Fully responsible for getting the project work executed as per drawings and specifications and should also ensure completion of job, quality expectations, within sanctioned cost outlay of the project. In case of any deviation from the preliminary approved drawings during execution of the works, the same shall be referred to IIM Sirmaur for approval.
- (iv) The PMC shall get the approval of samples from institute of various elements, civil construction materials, components, material testing, source approval, visiting factories or suppliers' outlets for electro-mechanical equipment as per inspection test plan or PQP. While the material sourcing and procurement may be a part of the NIT document, the PMC shall accord alternative-source approval after the Institute consent, but without any financial liability to the Institute in case of non-availability of the specified material at the source mentioned.
- (v) PMC will be responsible for preparation and counter checking of the structural drawings and designs submitted by the EPC contractor. The structural designs and drawings must be checked by the PMC through a third party vetting like IIT/NITTTR/NIT/CBRI only. For the third party check, the fee shall be reimbursed by the IIM Sirmaur on submission of document proof, as per actual. Before third party structural design checking, PMC will have to inform IIM Sirmaur and take necessary approval for all buildings.
- (vi) Wherever necessary, the PMC will clarify and offer interpretation of the drawings/specifications, or obtain clarifications from the Campus Designer Institute within such a time frame that the progress of the work is not affected, attend conferences and meetings with the EPC contractor(s)/Institute and other relevant entities to ensure that the project proceeds generally in accordance with the conditions of contract with the contractor, keep the Institute informed and render advise to the Institute on any actions/course corrections, if required.
- (vii) Keep a strict watch and control upon Substitutions, Extra items/Deviated items variations in items, cost overrun. The Institute shall be made aware of the financial consequences of such deviations, if any, in good time and decision shall

be arrived at the Institute's formal on same.

- (viii) Ensure that time and cost overrun does not occur. Suggest required course correction wherever required and recommend penalties for any deviation, failures, or delays.
- (ix) Final inspection, snagging, supervision of testing and commissioning of various systems and assisting IIM Sirmaur in taking over of various parts of works and of various systems.
- (x) Prepare and initiate draft certificate of virtual and final completion of works in consultation with the Institute.
- (xi) Prepare answers for all queries during pre-bid meetings and other meetings of EPC Contractors. In addition, replies of all queries raised by internal audit, RTI, CAG, CTE etc. will also be prepared by selected PMC.

Other Scope of PMC:

A. Project Time Management

- (i) Prepare detailed activity-wise Master Programme for the entire project during the Second phase identifying the specific activities with inter-activity dependency, sequencing, and activity duration. This should preferably be in MS Project. It should also have separate plans for separate buildings.
- (ii) Prepare a work breakdown structure (WBS) for the project dividing the scope into smaller work packages.
- (iii) Conduct site meetings and coordination meetings with all Agencies for timely completion of the project.
- (iv) Optimal scheduling of WBS activities so that the project can be completed in the shortest possible span of time and readjusting the schedule taking into consideration schedule slippages of one or more activities suggesting incentives/disincentives to the contractor for completing the project/activities ahead/behind schedule.
- (v) Co-relate Project schedules prepared by the selected contractors with Master Project schedule and incorporate any necessary modifications.
- (vi) Day to day site supervision, assessment of cost overruns/savings quarterly.
- (vii) Regular site progress reviews, at least once in a fortnight, compare with planned Project and submit status report to Head Campus Infrastructure (of the construction agency) and/or site in-charge (of the construction agency) and/or the Institute for re- casting of schedules to make up for lost time.
- (viii) Conduct regular, daily, weekly, monthly, site meetings of concerned officials (of construction agency/architect/other agencies involved/Institute, as the case may be) to monitor progress of work, co-ordinate activities of all agencies and ensure that all outstanding matters, drawings, and decisions are resolved. (Agenda for these meetings shall be made available to the Institute so that they can plan to attend as required).
- (ix) Evaluate modifications in construction, if any, due to site conditions; advice on variation to cost execution, if relevant, is a must. No extra items substituted items or deviations, beyond the stipulated limits in the contract, if any, shall be executed without the prior written concurrence of the Institute.

- (x) Monitor daily, weekly & monthly work progress report, and submit periodic status report to Institute on execution planned and achieved.
- (xi) Prepare and faithfully adhere to a testing and commissioning schedule for all capital equipment's and other engineering systems.
- (xii) Monitor the progress of the project against these timelines and advising the Institute of any deviations and ensuring contingent action to rectify any delays.
- (xiii) Coordinate with the Institute the initiation of different items of work (such as engaging Interior designer) so that the work (say, interior architecture) can begin at the right time and the project can be completed with no delay.

B. Project Cost Management

- (i) Develop a detailed project budget.
- (ii) Provide support required for any possible scope changes.
- (iii) Prepare month wise cash flows for the project based on the construction schedule and other commercial terms of payments to the contractors.
- (iv) Review monthly project cost between planned cost vs. actual cost and forecast effect of changes.
- (v) The PMC will not give any decision which has an impact on the project budget without the prior written approval for which a comprehensive bid must be sent giving the justification for change/decision and the amount involved.
- (vi) Ensure that all changes are recorded accurately.
- (vi) Prevent in-correct and in-appropriate changes.
- (vi) Development of an effective system for overall project cost control.
- (vii) Monitor the cost of the project and bringing any variance in signed off costs and specifications immediately to the Institute's attention.

C. Project Quality Management

- (i) Day-to-day supervision of work to ensure proper quality, workmanship and timely completion of the work by employing adequate number and level of engineers and supervisory staff as per sound engineering practice.
- (ii) Checking fabrication drawings, bar-bending schedules and all other architectural / Structural details during construction.
- (iii) Check the quality of materials as per PQP and workmanship with the specifications laid down or as per IIM Sirmaur standard.
- (iv) Schedule meetings as per requirement, at least once a month with the Institute and EPC contractor to review the issues, upcoming decisions required, signoffs, risk analysis, schedules etc.,
- (v) Arrange and coordinate periodic site meetings between the contractors, consultants, sub-contractors, and Institute, etc.,
- (vi) Ensure compliance to design and specifications during execution.
- (vii) Set quality control procedures such as clearance of RFI (Request for inspection) by PMC Engineer and institute TPQA(if any appointed) jointly before execution of every work i.e. RCC, Compaction, plaster, paint, fixing doors and windows, E&M works etc., pour-cards, checklists etc.as per project quality plan (PQP).
- (viii) Ensure documentation of quality procedures implemented i.e. Concrete pour card, concrete pouring register, concrete CUBE tests, cement test, fine and coarse aggregate test, pour cards, lab tests for civil and electrical material, water pressure testing for all plumbing works i.e. domestic water line, flushing water line, AC chilled water line, Firefighting line etc., reinforced and structural steel test, IS code tests for civil and electrical works, Electrical and mechanical material/equipment's test etc.

- (ix) Conduct periodic “quality meetings” to maintain present quality standards.
- (x) Check that product guarantees are available for mandatory period or as agreed whichever is later.
- (xi) Inspect completed works and recommend action if any.
- (xii) Ensure the rectification of defects pointed out by the Institute/TPQA and suggesting corrective measures in case contractor fails to do so as per contract clause.
- (xiii) Ensure timely conduct of all critical tests and conduct inspections (both on site and off site) to ensure the quality of work as per laid down requirements/specifications/BIS standards.
- (xiv) Ensure the testing of materials in NABL accredited approved labs only.
- (xv) Receive all claims by the contractor to the institute and make specific recommendations and justification along with all supporting documents.

D. Measurements & Bill Checking

- (i) Recording of measurements (as per laid down procedure/standards/practices) for all items of work done including extra and declared sub items.
- (ii) 100% checking and certification of all works (civil, electrical, mechanical, IT etc.) and contractors’ RA/Final bills and forwarding it to the Institute for payment to contractor within the agreed timelines as specified in the individual NIT documents. It should also recommend all statutory deductions as per the norms.
- (iii) Check and solicit rate analysis for extra items and substituted items of work and forward the same for approval by the Institute before execution of the same at site ensuring that such rates do not cause undue enrichment of the contractor.
- (iv) Prepare and maintain record for reconciliation statement of various materials received and consumed at work such as steel, cement, tiles, paint lead, murum, sand, etc. consumed and brought to site. It should be submitted with every bill.
- (v) Check the quantities exceeding the contract quantity and inform the cost implications to the Institute.
- (vi) Deployment of minimum engineers and staff on site as per **Appendix-2a**.

E. Materials Schedule

- (i) Prepare Material requirement and procurement schedule based on the Bill of Quantities.
- (ii) Prepare storage scheme based upon procurement schedule.
- (iii) Co-relate material procurement schedule with the Project schedule.

F. Contract Management

- (i) Intimate the Institute on adequacy of the procedures of each contractor for carrying out its contribution to the timely and cost-effective completion of the project.
- (ii) Ensure amendments to the contract are done as Variation orders in a timely manner in case of Need modifications (from the Institute), Increases or decreases in BOQ, Non-tendered items and Operation of rate only items.
- (iii) Receive from contractors and review all shop drawings, product data, samples, and other submittals. Co-ordinate them with information contained in related documents and transmit to the Institute (as required) for approval. Establish and implement procedures for expediting processing. Only after due approval from IIM Sirmaur the same shall be supplied to contractors for execution.

G. Status Reporting

- (i) Prepare and submit fortnightly/monthly status reports of progress of

work, consisting of the following (as a minimum).

- (ii) Executive Summary
- (iii) Design issues and status by discipline.
- (iv) Construction issues and status
- (v) Procurement issues and status
- (vi) Commissioning issues and status (as applicable)
- (vii) Cost tracking report
- (viii) Project schedule (planned vs. actual)
- (ix) Bottlenecks and areas requiring immediate attention covering the Institute, consultants, and contractor actions.
- (x) Progress photographs showing weekly/monthly progress of all areas besides progress at important milestones.
- (xi) Material procured, required, tracking.
- (xii) Manpower planned, required, and deployed.
- (xiii) Quality issues and recommendations.
- (xiv) Safety issues and reports as per safety standards or BOCW act.
- (xv) All minutes of meeting which were held during the period monthly.
- (xvi) All critical communications from the Institute and architect
- (xvii) Prepare status reports as and when needed by the Institute.
- (xviii) Make presentations regarding the status and work progress of the project to the institute BWC/PMC/BoG.
- (xix) Monthly submission of report for staff and labor deployed by the contractor

H. Site Safety

- (i) At the inception of the contract with the PMC, prepare site safety procedures and methods, with periodic course correction, for incorporation at site to minimize accidents conforming to requirements as per local building by laws or OHSAS management and as per terms of the contract.
- (ii) Guidelines of ISO 18001 shall be followed for safety measures.
- (iii) Testing, commissioning, and handing over the facility including monitoring performance during defect liability period and enforcing rectification of defects.
- (iv) PMC shall also take due precautions to ensure all necessary compliances for Environmental and Health & Safety requirements at site as well as at Contractors labour camps, if any, in the project site. All statutory obligations with regard to engagement of labours as per labour law etc., will be the sole responsibility of the PMC.
- (v) PMC shall ensure the highest standards of safety, security and health for all workers of all contractors and other agencies and also all other persons entering the site in conformance with legal provisions, codes, standards and good practices. PMC shall also conduct training / orientation and briefing of all workers and visitors in this regard. Precautions shall be exercised at all times by the contractor(s) for the protection of persons (including employees) and property. The safety required or recommended by all applicable laws, codes, statutes and regulations shall be observed by the contractor(s). In case of accidents, the PMC/contractor(s) shall be responsible for compliance with all the requirements imposed by the Workmen's Compensation Act or any other similar laws in force and the contractor shall indemnify the Institute against any claim on this account. During execution of work any certificate or instructions, however, shall in no way absolve the PMC/Contractors from his/their responsibility, as an employer, as the Institute shall in no way be responsible for any claim. The PMC / Contractors shall at all times exercises reasonable precautions for the safety of employees in the performance of his/their duties and shall comply with all

applicable provisions of the safety laws drawn up by the State Govt. or Central Govt. or Municipalities and other authorities in India. The PMC/contractors shall comply with the provision of the safety hand book as approved and amended from time to time by the Government of India

I. Statutory Authority Approvals

- (i) A list of all authority approvals that are required for this project will be prepared before commencement and after completion of the project. All statutory charges to these agencies will be reimbursed by the Institute on submission of document proof.
- (ii) The PMC shall obtain all necessary statutory approvals with the various statutory authorities. The necessary preparation of drawings, documents, and liasoning on behalf of IIM Sirmaur will be carried out by the PMC
- (iii) Assist IIM Sirmaur in all cases of conciliation and arbitration and court cases besides preparing replies on the observations of bodies like internal audit, CAG, CVC, PAC, etc.

6.8 Completion & Project Closure

- (i) Verify effective completion of all works. This includes satisfactory functioning of all installed systems. Prepare and submit completion reports and drawings/as built drawings for the project as required and obtaining “NOC/Completion/Occupancy Certificate” from statutory authorities where required.
- (ii) Obtain from EPC Contractor 5 (five) sets, besides digitized copies, of as-built drawings including all services and structural design, calculation sheets, detailed measurements, etc. and explain deviations, if any, from the original drawings. The fiscal consequences, of such deviations, if any, shall be the sole responsibility of PMC who shall duly compensate IIM Sirmaur. Each drawing shall be on a readable scale and size and not be smaller than the scale on which it was issued for construction.
- (iii) Compile a list and provide copies of all other relevant drawings, inventory list duly authenticated by the PMC as requested by the Institute.
- (iv) Provide all the drawings in proper electronic format suitable for use, modification, and analysis - particularly the files needed for interior design by interior architects. In addition, PMC will provide as-built drawings in consultation with contractor in AutoCAD, pdf format and readable hardcopies for all works. All drawings and documents in electronic format will be provided on a soft copy hard disc as agreed mutually.
- (v) Prepare the maintenance manual and methodology as well as preventive maintenance schedule for buildings and all services/utilities.
- (vi) Monitor and ensure rectification of any defect for purposes of completing a full commercial closing of the project establish and effect a programme for identifying and rectifying defects during applicable defects liability periods including periodic monitoring and reporting.

- (vii) Solicit training/user manuals from the contractors to the end users of the Institute on the use and operation of various systems in the facility before handing over to the Institute for operation and use.

6.9 Post Construction Stage:

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

- (i) Settlement of all accounts of the Contractors.
- (ii) Witness testing and commissioning of all utilities and certify the same and submit the report to the institute.
- (iii) Provide project completion report which shall contain all technical and financial information of the project.
- (iv) Co-ordinate with vendors / Contractors and arrange for user operation and maintenance manuals and training to client's representatives. All warranties and guarantees on equipment's / fixtures etc. procured by the EPC Contractor shall be in the name of IIM Sirmaur and appropriate clauses will be inserted in the NIT documents by PMC in this regard. For Civil works, defect liability period (DLP) will be 02 years from the date of completion of Phase-II campus development project. For specialized works like lifts, air conditioning, DG sets, power substations, firefighting, WTP and STP etc., minimum 2-year operation and maintenance provision may be included in the NIT documents by PMC with the stipulation that after handing over of these works, IIM Sirmaur shall enter into a supplementary agreement for operation and maintenance with the Contractor on the same terms and conditions. All warranties and guarantees shall be in the name of IIM Sirmaur.
- (v) Provide adequate engineering and supervisory staff for day to day inspection / monitoring of works and during Defect Liability Period and issue of timely notice to vendors / agencies for rectification of defects, if observed (Minimum supervisory staff during defect liability period may be entered in appendix 2a. it is desired that one civil and one MEP engineer should be there in DLP)
- (vi) Settling the Audit / CTE's Observations and Arbitration cases etc., if any.
- (vii) Any other activity that is deemed necessary for project execution and completion, but not included in the above-mentioned list shall form part of scope of work of the PMC and the decision of IIM Sirmaur shall be final in this regard.

6.10 Working procedure during Implementation of the Project:

- (i) To ensure proper performance of all activities regarding construction of the projects, the PMC shall have his office at the Projects site. The PMC shall have the required dedicated personnel stationed there after the approval of IIM Sirmaur so that they are available for interaction at all times. No site personnel shall be transferred / withdrawn without the consent of IIM Sirmaur. Similarly, prior to induction of new personnel on the Project site, the approval of IIM Sirmaur shall be obtained.
- (ii) The PMC shall maintain records as per PMC's "Quality plans" finalized during execution of the works. On the completion of the project, all records shall be handed over to IIM Sirmaur
- (iii) The PMC shall be responsible for checking and inspection of quality of materials and workmanship, deployment of Labour force of the Contractor and giving suitable instruction for proper execution of works.
- (iv) The PMC shall be responsible for certification of Quality, measurements and bills

of all Contractors / Agencies/ Vendors as per the terms of the order placed by the IIM Sirmaur.

- (v) The PMC shall be responsible for final inspection, checking / supervision of testing, commissioning of various systems and shall assist IIM Sirmaur in taking over of various parts of works and of various systems.
- (vi) The PMC shall appraise the progress and/ or activities of the Vendors and project on a monthly basis in review meeting and prepare and submit Progress Reports as per approved format to IIM Sirmaur.
- (vii) The PMC would be responsible to have all mandatory tests on materials carried out at various stages as per applicable codes of the Bureau of Indian Standards and maintain such records.

In addition, it shall be the PMC's responsibility for:

- (i) To get and certify final bills of all contractors, to get 'no claims/No dues' certificates from contractors.
- (ii) Compiles a list of all vendors and manufacturers and their maintenance/ local office/ distributor/representative to be contacted in case of need. Get all warranty papers and test certificates from all vendors and electrical & mechanical equipment suppliers- or if it is in the scope of the contractor, ensure that this is done.
- (iii) Get all maintenance and operation manuals of all equipment.
- (iv) Arranges for reasonable supply of spares.
- (v) Since handover may be staggered, arrange for safety and security of buildings which are duly completed and handed over by the contractor, especially those which are likely to be unoccupied for a period after handover.
- (vi) If required, provide assistance to the Institute in liaising with the vendors and contractors for making good any defects which may be found during the defect liability period of 2 years.
- (vii) Certify the release of retained amount of the contractors after the completion of defects liability period.

PMC shall, without question or fail, provide knowledge transfer and handover, including transfer and/or cessation and/or conveyance of physical possession and/or custody wherever applicable, of all material or de-materialized project constituents, to the Institute and/or other agencies appointed by the Institute, as and when desired by the Institute.

6.11 PMC shall provide full coordination including required administrative / secretarial support and full assistance to the Institute and / or other agencies appointed by the Institute, in all project related legal matters and other mandatory compliances including but not limited to preparation and processing of responses to all audit authorities/ vigilance authorities/ RTI questions and any others, handling all related communications and facilitating inspections by such authorities, to the extent as and when desired by the Institute, throughout the entire duration of the contract and without question or fail

7.0 Applicability

- 7.1 This document along with all other documents communicated from IIM Sirmaur to the PMC at the application stage or later at any stage till finalization of the agreement and during execution of a formal agreement and any other documents agreed as included between the two parties including the agreement of PMC services signed between them, except for the amendments, additions or deletions effected in the subsequent documents, will form the basis of the contract governing the PMC services of this project.
- 7.2 Wherever a later provision has a conflict with or deviates from any earlier provisions, the later provision, mutually agreed, will supersede the earlier provision unless expressly stated or decided otherwise. Wherever a clarification or interpretation is required on such or other provisions or cases by either of the parties, the clarification or interpretation as given by the Director, IIM Sirmaur or any other official or agency authorized by him shall be final and binding on the PMC.
- 7.3 If any inadvertent error is detected at any stage in the NIT document or in any other document subsequently supplied by IIM Sirmaur to the PMC Applicants, IIM Sirmaur will have the right to rectify such errors and on this any decision of the Director of IIM Sirmaur or any other official or agency authorized by him shall be final and binding on the PMC.
- 7.4 In the event of any inconsistency, ambiguity or interpretational dispute arising between the PMC and the Institute or in relation to any correspondence, communication, agreement, document or engagement by the PMC with any third-party contractor, the decision and interpretation of the Institute shall be final, binding and conclusive in all respects. The PMC shall unconditionally abide by such decision without any demur or reservation.

8.0 Liquidated damages for delays & Non-Performance by PMC

- 8.1 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 of the opinion of IIM Sirmaur if PMC is not performing in accordance with the condition laid down in the agreement, then IIM Sirmaur 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, IIM Sirmaur will be final & binding on this account. The imposition of liquidated damages shall be without prejudice to any other rights or remedies available to the Institute under law or contract. Liquidated damages shall not be construed as the sole or exclusive remedy for delay, and the Institute reserves the right to pursue other remedies, including termination or recovery of actual damages, where applicable.

9.0. Applicable Fees of Payment

Fees payable to the PMC Consultant shall be on quoted in percentage of actual cost of Project of Construction of Phase-II buildings work. The present estimated cost of the Phase-II buildings work is about approx. Rs. 350 Cr. (However actual cost may vary) Initially payment shall be made on this value only which shall be finally adjusted on the basis of actual value of work done.

The fees shall be deemed to include the cost of necessary subordinate staff and all other expenditures, which the PMC may incur in the course of carrying out and rendering duties and services agreed upon. The PMC shall not be entitled to any payment or remuneration, over and above the fees. All payments shall be made in Indian currency.

9.1. Terms of Payment:

The following are the stages of payment

Sr. No	Stages of Payment	Percentage of total fee payable to the PMC %
1	Mobilization of site including site office deployment of technical staff at site.	2%
2	Tender preparation Tender floating Shortlisting of EPC Contractor and award of work.	2 %: Tender preparation & floating of bid 2 %: Bid processing & technical evaluation 3 %: Financial evaluation & shortlisting of EPC Contractor and award of work.
3	Balance fee shall be paid on progressive monthly invoicing based on average of progress of PMCs services and progress of work on site.	78 % (on pro rata basis w.r.t. financial progress)
4.	After the issuance of completion certificate to EPC Contractor and the submission of as-built drawings, inventory and all statutory approvals viz. Occupation certificate, Lift and fire certificates, CTO etc. as required. Handing over of site and the final bill only paid to the EPC Contractor.	8 %
5	Successfully overseeing defect liability period	5 %

Note: i) Further Subdivision in item No. 4, payment of fee of 8% can be subdivided in various milestone as desired by the IIM Sirmaur.

ii) Considering defect liability period as 02 years the payment shall be released to the PMC @2% at first year and @3% at second year successfully completion. The payment shall be paid half yearly in equal installments.

9.2. Bonus:

In case, the PMC completes the work ahead of updated stipulated date of completion considering the effect of extra work (to be calculated on pro-rata basis as cost of extra work X stipulated period/tendered cost), a bonus @ 1% (one per cent) of the contract value per month computed on per day basis, shall be payable to the PMC, subject to a maximum limit of 5% (five per cent) of the PMC fee. This amount of bonus, if payable, shall be paid along with final bill after completion of work.

10. Taxes & Duties:

PMC shall pay all statutory taxes, duties, levies, etc. which are payable in relation to the performance of the contract. The quoted fees shall be inclusive of

all such taxes and duties except GST. GST shall be reimbursed extra at actual.

11. Indemnification:

The PMC shall indemnify, defend and hold harmless the Institute, its officers, employees, and representatives from and against any and all claims, losses, damages, liabilities, costs, expenses (including reasonable legal fees), or proceedings arising out of or in connection with:

- a) any breach of the terms and conditions of the agreement, document or the NIT issued or entered with PMC;
- b) any negligence, willful misconduct or omission by the PMC or its employees, agents, or subcontractors;
- c) any infringement of third-party intellectual property rights caused by the PMC or its third party appointed contractors in the course of its services;
- d) any third-party claims arising out of acts or omissions of the PMC or its third party appointed contractor in connection with the Project.
- e) any delay or failure in performance of the PMC's obligations which results in financial loss, reputational damage or additional cost to the Institute;

This indemnity obligation shall be in addition to, and not in substitution of, any other remedies available to the Institute under law or equity, and shall survive the termination or expiration of the agreement.

12. Force Majeure:

12.1 Definition (a) For the purposes of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Sub-Consultant or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement, and (B) avoid or overcome in the carrying out of its obligations hereunder. (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

12.2 No breach of Agreement The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

12.3 Measures to be taken (a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay. (b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than 14 (fourteen) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible. (c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

13. Right to Terminate

The Institute reserves the right to terminate the contract, in whole or in part, without assigning any reason, by giving 60 (sixty) days' written notice to the PMC. In such case, the PMC shall only be entitled to payment for services satisfactorily rendered up to the effective date of termination.

14. Audit and Inspection Rights

The Institute or its authorized representatives shall have the right to inspect the PMC's records, documents and site activities relevant to the project at any time during the currency of the contract and for a period of [3] years thereafter.

15. Confidentiality

The PMC shall keep confidential all information, documents, and data provided by or pertaining to the Institute and shall not disclose the same to any third party without the prior written consent of the Institute, unless required by law.

16. Governing Law and Jurisdiction

This NIT shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at Sirmaur shall have exclusive jurisdiction over matters arising out of any dispute pertaining to the NIT.

17. Insurance to be taken out by the PMC

During the performance of services hereunder, PMC at its own cost, shall take out, carry and maintain insurance as applicable from the list below:

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 the insurance benefits for personal injury or death against fire, theft, damages and loss of all property owned by PMC at the construction site.

Group personnel accident insurance covering PMC's employees. Any other insurance cover, which may be required to be taken under the law or on any other account.

18. Documents Prepared by the PMC to be Property of the Institute

i) All plans, drawings, specifications, designs, reports and other documents (collectively referred to as "Consultancy Documents") prepared by the PMC (or its Sub Consultants) in performing the services shall become and remain the property of the Institute and all intellectual property rights in such Consultancy Documents shall at all times vest with the Institute.

ii) The PMC shall, not later than termination or expiration of this Contract, deliver all Consultancy Documents to the Institute, together with a detailed inventory thereof. The PMC, its Sub-Consultants or a Third Party shall not use these Consultancy Documents for purposes unrelated to this Contract without the prior written approval of the Institute.

19. Settlement of Dispute

- Any Dispute with reference to this NIT, which is not resolved amicably within 30 days, the same shall be referred to the Director of the Institute. There upon, the Director, shall appoint a sole arbitrator within thirty days. The proceedings of the arbitrations shall be conducted as per Arbitration & Conciliation Act 1996.
- The place of arbitration shall ordinarily be the Institute but by agreement of the Parties, the arbitration hearings, if required, may be held elsewhere.

- The request for arbitration, the answer to the request, the terms of reference, any written submissions, any orders and awards shall be in English and, if oral hearings take place, English shall be the language to be used in the hearings.
- The parties agree that decision or award resulting from arbitration shall be final and binding upon the parties and shall be enforceable in accordance with the provision of the Arbitration Act subject to the rights of the aggrieved parties to secure relief from any higher forum.
- Pending the submission of and/or decision on a dispute and until the arbitral award is published; the Parties shall continue to perform their respective obligations under this agreement, without prejudice to a final adjustment in accordance with such award.

Appendix 1
Evaluation Criteria for Technical Bids

Parameter	Factors to be considered	Maximum Marks	Marking scheme
Experience in Eligible Projects anywhere in India	Applicant should have the PMC experience of having successfully completed “similar works in IITs/ NITs/IIMs/IISERs/AI IMS/ educational institute of repute” anywhere in India during the last seven (7) years from concept to completion	15	5 points each for each project for costs more than 300 crores each 4 points each for costs from Rs.200- 300 crore 3 point each for costs between Rs.150-200 crore
Green building/GRIHA awards/certification	Number of Projects executed during last seven (7) yrs.	5	2 points each for each building with a 5-star rating 1.5 points each for each building with a 4-star rating 1 point each for each building with a 3-star rating <i>(Subject to a max of 5 marks)</i>
Turnover	The average annual turnover of the firm in the last three consecutive financial years as of 31.03.2025 (For FY 2022-23 and 2023-24,2024-25) shall be a minimum of 500 crores.	15	Average annual turnover and score: 1. > 3000 cr.= 15 2. 2000-3000 cr.= 12 3. 1500-2000 cr.=10 4. 1000-1500 cr.= 8 5. 500-1000 cr.= 5 Certificate signed by the authorized signatory of CA (As per enclosed)
Track record of completed projects	Completion of eligible projects with minimum time overrun, during last 7 years	12	4 points, if time overrun<10% 2.5 points if time overrun: > 10% but less than or equal to 25%. 1 point if time overrun 25% but less than or equal to 50% Nil marks for >50%

	No. of litigation/arbitration/dispute cases of PMC works during last 7 years.		Minus 2 marks for every case (<i>Subject to Maximum 10 marks</i>)
Experience of the relevant personnel	Number and experience of architects, management staff, architectural assistants, structural civil engineers, AC/water/electric/ landscaping engineers, and other technical staff to be deployed on this project at site	23	See details below. (As per Appendix-2A & 2B)
Presentation, as per clause 2.7.3.	Evaluation will be based on the quality of submissions & presentation. Understanding of scope, deliverables, approach & Methodology and Work Plan.	30	40-minute power point presentation shall be made by the proposed team leader of the Applicant.
Total		100	

Note:

- If the Applicant plans to use some defined partners/sub-consultants for some of the services, including CDM consultants, then for evaluating the Experience of the personnel, data of partners may be used, provided the partner is clearly specified and there is clear commitment that same partner will be used during project execution.
- Necessary proof needs to be provided wherever applicable
- Eligible projects are those which are shortlisted based on turnover criteria.
- The presentation must be given by the proposed Project Head/ Team Leader only no marks shall be given in presentation if the Team leader/designate project manager of the PMC, himself does not make the presentation for any reason.
- It is expected that the project team submitted along with bid for evaluation shall only be deployed at site. In exceptional circumstances where it becomes unavoidable, the change of professional manpower shall only be done by equal or better qualified experience personals with the prior approval of IIM Sirmaur. However, any change of project team, which has been evaluated will attract one time financial penalty at every change, as detailed in appendix 2B

Appendix 2 Technical Bid

- Please explain your objectives, approach, methodologies, likely problems & solution.
- Please provide a projected work plan with justification for the IIM Sirmaur project.
- Please provide a work schedule and a detailed list of final output to be delivered.
- Please provide your quality assurance plan.
- Please provide details of PMC team being deployed on IIM Sirmaur project & site.
- Please provide in brief, background of the key members in the PMC team. If some sub-consultant is to be employed, then the background of that sub-consultant can be mentioned, provided they are mentioned by name, and it is guaranteed that the named persons will be employed in the project. Please provide sufficient information for calculating the marks in the evaluation criteria. If sufficient information is not available about some parameter/factor, during evaluation, 0 (zero) marks will be assigned to that parameter/factor. See **Appendix 2A** for a list of minimum requirements of the PMC team.
- Please provide information on the total number of projects currently working on and their project features (not more than one page on each project).
- Please provide references not below the rank of project manager from the major Institutes/Authorities/Organizations where projects were successfully carried out, for similar or comparable assignments. Evidence on the projects should be attached.
- Please provide information about any payment forfeiture or declared default of contract.
- In case of company/firm, Memorandum of Association and Article of Association shall be furnished.
- If any litigation the Applicant is involved in, such information shall be furnished.
- For each relevant project, fill the table below (replicate and modify as needed; each project information should fit in one page).

Project name, location, and brief description of its nature	
Project owner	
Briefly describe the general specifics of the finished project/building	
List the green technologies/features used, particularly for cooling and water harvesting	
Total built up covered area (in sq. m.)	
Total Cost of the Project	
Duration (from getting the appointment to handover)	
Planned Date of Completion:	Actual Date of Completion:
References (name, title, tel. No./e-mail)	
Copy of letters from the relevant Institute/Organization/Authority	

Appendix 2A
Minimum Staffing Requirements*

S. No.	Position	Minimum Years of Experience	Minimum Qualification	Minimum Number	Rate of recovery / per person if not deployed
1.	Project Head/ Team Leader	25 years in building construction projects of eligible size	Degree in Civil Engineering with post graduate/M.Tech in Management	1	1.5 lacs/month
2.	Project Manager	15 years in eligible projects	Degree in Civil Engineering	1	1 lac/month
3	Construction Managers	10 years in eligible projects	Degree in relevant fields	Civil 2 Electrical 1 MEP 1	0.75 lac/month
4	Design Manager (Architect)	15 years in eligible projects	Degree in Architecture	1	0.75 lac/month
5	Senior Engineers	8 years with degree 10 years with diploma in eligible projects	Degree/Diploma in engineering (Civil/ HVAC/ Electrical / Mech.	2 (each construction Manager)	0.75 lac/month
6	Manager, Quality Control	10 years in eligible projects	Degree in Civil engineering + additional qualification in Quality Control	1	0.75 lac/month
7	Billing Engineer	5 years in eligible projects	Relevant Degree / Diploma	1, as per requirement	0.50 lac/month
8	Other required Personnel like IT/ICT/Communication Engineer	As essential & mutually agreed	As essential & mutually agreed	as per requirement	0.50 lac/month
9	Manager HSE/Safety	10-12 years exp.	B.E./ B.Tech safety	as per requirement	0.75 lac/month
10	Horticulturist	8 years exp.	BSc. Horticulture	01 as per requirement	0.50 lac/month

Note:

The above list is only indicative in nature and the bidder shall submit a detailed list of the functionaries required along with their period of deployment at site during the project execution. The same shall be got approved from IIM Sirmaur before award of work, which shall become part of the contract.

The period for which a team member is to be deputed at site shall be provided on the part 1. The

proposal submitted by the bidder in the technical submission, however in any case, once of the selected bidder in on boarded, this periodicity vis-à-vis a team member deployed shall be formed with IIM shall be part of contract.

Appendix 2B.

Curriculum Vitae of staff (CVs) to be evaluated *F

S. No.	Position	Min Qualifications	Experience	No. to be evaluated	Marks	Penalty per change (Rs.)
1.	Project Head/ Team Leader	Degree in Civil Engineering, preferably postgraduate in Construction/ Contract Management	25 years	1	6	5 Lacs
2.	Project Manager	Degree in Civil Engineering	15 years	1	5	4 Lacs
3	Design Manager (Architect)	Degree in Architecture + additional qualification /experience in Architect	15 years	1	3	4 Lacs
4	Construction Managers	Degree in Civil Engineering/ Degree in Electrical Engineering	10 years	Civil 1 Electrical 1 3 Marks each	6	3 Lacs
5	Manager, Quality Control	Degree in Engineering + additional qualification /experience in Quality Control	10 years	1	3	3 Lacs
Total					23	

Appendix 3

FINANCIAL BID FORMAT.

(To be submitted online in .xlsx format on the CPP portal in Financial Bid Cover Only)
IIMS/Project/PMC/06/2025-26 dated 17.10.2025

Format of Financial bid is uploaded on CPP portal, and the price shall be quoted only on this format.

Caution: Vendors are requested to kindly quote their price bid only in the prescribed format and not to mention it anywhere else in the submission of technical documents

Format to be inserted

Sr. No.	Particulars	PMC fee as a percentage of the Estimated Project Cost for the total project, (Incl. of all taxes & charges except GST)
1	Percentage of Fee of Project Management Consultant (PMC) Services for execution, Supervision, Monitoring & Development of Phase-II Campus of Indian Institute of Management Sirmaur HP	
Note: Please note that the PMC is required to quote the fees in Percentage (%) of the construction cost inclusive of all other taxes except GST. GST to be quoted separately.		

Appendix 4
THIS IS PART OF FINANCIAL BID UNDERTAKING

(On Applicant's letterhead)

To,
The Director,
Indian Institute of Management Sirmaur
Dhaulakuan, Sirmaur
Himachal Pradesh PIN-173031

Date:

Subject: Appointment of Project Management Consultant (PMC) for Design, Execution, Supervision, monitoring & development of Phase II Campus of Indian Institute of Management Sirmaur (Himachal Pradesh)

Dear Sir,

We, the undersigned, offer to provide Project Management (PMC) services for the above subject project in accordance with your NIT dated

1. Our Financial Bid for Project Management (PMC) Services of the Subject Project as % only of the Expected Project Cost is as given in the online bid. This is all inclusive of payments to any other consultants and staff that the PMC may use as part of their services and all taxes excluding GST.
2. Our Financial Bid shall be binding upon us subject to any modifications resulting from contract negotiations, up to the expiration of the validity period of the Bid, i.e. _____ (date) (Validity period should be at least 6 months from Bid date).
3. We undertake that in competing for and, if the award is made to us, in executing the above PMC Services, we will strongly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988" & sign an Integrity Pact.
4. We understand that you are not bound to accept any bid received. IIM Sirmaur reserves the right to reject all bids and applications without assigning any reason whatsoever.

Yours Sincerely

Authorized Signature
Name and Title of Signatory (With Office Seal):

Appendix 5

Timeline for Phase II of Campus Development

Activity	Time / Duration (in months)	Remarks
Initial discussion & setting up of office	0.5	Other initial activities such as regulatory statutory approvals, utility arrangements, barricading of existing buildings/premises / road construction, etc. can concurrently take place from 2 nd to 6 th month.
Site survey/Geotechnical survey & investigation, overall planning, initial activities etc.	0.5	
Finalization of Architectural Plan, sections & Verification of detailed drawings and specifications from appointed architect/PMC	1	
Preparation of detailed tender documents for EPC contract	1	
Selection of Construction agencies & initiating work*	2	
Project Execution	22	
Completion related activities	2	
Total	29 Months	From setting PMC office on site

Appendix 6

Checklist of Bid

S. No.	Item	Yes/No
1.	General Information (Annexure 1)	
2.	Detailed Bid (Technical Application) (Specify No. of pages)	
3.	Letter of Transmittal (Annexure 2)	
4.	Proposed Affidavit (Annexure 3)	
5.	Pledge of Compliance (Annexure 4)	
6.	List of PMC service or Similar Work (Annexure-5)	
7.	Applicant's Experience: Project Sheet (Annexure-6)	
8.	CVs of staff available with Applicant (Annexure-7)	
9.	Company's Management Structure with Details of Key Personnel (Annexure- 8)	
10.	Detail of Turnover & Net-worth of Last 3 years (Annexure-9_)	
11.	Undertaking for Deployment of BIM Specialist , Litigation History (Annexure-10 and 11)	
12.	Integrity Agreement/Pact (Annexure-12)	
13.	Evidence of Timely Completion of Past Projects (Specify No. of documents)	
14.	Projected Work Plan (Specify No. of pages)	
15.	Demand Draft for NIT Processing Charges (₹15,000) plus GST@18% Total DD Rs.17,700/-	
16.	EMD (₹7,00,000.00) Rs. Seven Lakhs	
17.	Proposed PMC Team Size & Composition at Client Site	
18.	Latest (certified as latest) Annual Report of your company	
19.	Details of arbitration/litigations	

* This list is not exhaustive and there may be other documents to be attached based on the entries of your bid.

Annexure 1
Proforma: General

1.	Name of work:										
2.	Name of Company / Firm:										
3.	State the structure of the Applicant's organization (Applicants to indicate as appropriate): • Individual Company • Firm • Limited Liability Company										
4.	Individual Applicant/ company to provide the following information: 1. Name of the company / firm: 2. Individual Applicant company 3. Legal status of company: 4. Registration No. with the Country of Registration 5. Registered Address: 6. Principal place of business: 7. Whether wholly owned subsidiary or foreign company: Yes/No 8. Name and address of Principal / Parent Company (if applicable): 9. Name of contact person: 10. Contact person's designation: 11. Address, telephone and facsimile number, email address of contact person:										
5.	Does bid contain the Board Resolution / Power of Attorney/Authority Letter, which empowers the person or persons to sign the letter of application? Yes / No										
6.	State the number of years the Applicant has been in business undertaking work similar in scope and nature of work for which bid is sought	<table border="1"> <thead> <tr> <th>Name</th><th>No. of years</th></tr> </thead> <tbody> <tr> <td>1.</td><td></td></tr> <tr> <td>2.</td><td></td></tr> <tr> <td>3.</td><td></td></tr> </tbody> </table>	Name	No. of years	1.		2.		3.		
Name	No. of years										
1.											
2.											
3.											

Annexure 2
Letter of Transmittal

To,

Sir,

1. I/we have read and examined the complete NIT document.
2. I/we hereby express our interest for undertaking the work referred to in the NIT.
3. I/we agree to abide by and fulfil all the terms, condition, and provisions of the NIT document which shall be binding on us.
4. I/we confirm that the information provided by us in our Bid is truthful and have no further pertinent information to supply.
5. I/we understand that we are liable to be disqualified if any information provided by us is found to be false, inaccurate, or incorrect.
6. I/we are willing to submit ourselves for negotiations if IIM Sirmaur desires so.

I/we authorize Director, IIM Sirmaur, or his authorized representative, to approach any individuals or our current or past employees to verify our competence and general reputation.

Encl:

Seal:

Date:

Signature of the Applicant

Annexure 3

Proposed Affidavit

To be sworn on a non-judicial stamp paper of Rs. 500/-

AFFIDAVIT

*I/We _____ *Director/Proprietor/Partner of _____ (mention name of firm/company/ and the complete address) do hereby solemnly affirm and declare as under:

1. That * I/We _____ *am/are registered as (mentioned **n a m e o f** * firm/company/) vide registration No. _____ under the provisions of _____ (mention the name of the Act).
2. That *I/We _____ have applied in response to the Notice Inviting Tender of Director, IIM Sirmaur for appointment as Project Management and consultant for Implementation of Indian Institute of Management (IIM) Sirmaur Phase-II Campus, Himachal Pradesh.
3. That the above-named Applicant is eligible to submit the aforesaid bid as neither the Applicant nor any of its constituents have been barred by the Central Government and/or any State Government of India at any time period to the date of submitting the affidavit.
4. That I/We have attached all references and certificates from the concerned Institutions/authorities in fulfilment of eligibility criteria.
5. That the above-named Applicant during the last three years has neither failed to perform on any agreement nor was expelled from any project or agreement nor any agreement terminated for any breach by the Applicant.

DEPONENT

VERIFICATION

*I/we _____ the above-named deponent does hereby verify that the contents of the aforesaid paragraphs 1 to 4 are true and correct to the best of *my/our knowledge and belief and nothing is concealed there from.

Verified at this _____ day of _____ 2025.

DEPONENT

(*strike off whichever is not applicable)

Annexure 4
Pledge of Compliance

(To be given by an Official not less than the Head of Company's PMC Operations)

Name:

Designation:

Date:

DECLARATION

I, _____(name & designation with company name), acting on behalf of (company name & address), which is an Applicant for the PMC services for the Phase II Campus Development Project of IIM Sirmaur, hereby undertake that my company is fully conscious that the role of the PMC is to assist IIM Sirmaur in the total of the Project or in parts of it as agreed under specified terms and conditions of the contract including those specified under the present NIT, and that, if my company is selected for providing the PMC services to IIM Sirmaur, at No point of time my company or its officials performing the PMC responsibilities on its behalf, or any associates sub-hired by us for executing any activity in the part of the project assigned to us, shall consciously or callously do anything to delay, obstruct or stall the progress of the project of any activities, decisions of actions related to the project, nor shall it refuse to cooperate or comply with any provisions of the agreement or with any instructions issued by IIM Sirmaur, for the stated or unstated reason that IIM Sirmaur's position, approach or assessment related to any elements or aspects of the project is at variance with the position, approach or assessment of my company of its officials.

It is further undertaken that in the event of any breach of the above undertaking during the entire period of project implementation assigned to my company, the full responsibility of any losses incurred by IIM Sirmaur, including financial, time or reputation losses, as assessed by IIM, Sirmaur shall lie with my company and its officials and my company shall fully compensate IIM Sirmaur for all such losses without resort to conciliation or arbitration processes.

Signature:

Name:

Address:

Official Seal

(Details of major PMC service works of similar nature executed during the last seven years: Maximum ten projects)

Name of Company / Firm:

[illegible]

*Note:

1. The information to be given by individual Applicant or each member separately.
2. The list of work to be compiled as per the format above.
3. Copy of supporting documents (experience proof, start and completion date, Built-up area, NIT and final cost) should be enclosed.
4. Ongoing projects will not be considered.
5. Where currency conversion is used, specified the assumed exchange rate.

Annexure 6
Applicant's Experience: Project Sheet

(for every project, subject to a maximum of 10 largest)

Assignment Name:	Approx. value of contract (in INR Rs)
Country: Location within country:	Duration of assignment (months):
Name of the client:	Total no. of staff-months of the assignment:
Address:	Approximate value of the services provided by your firm under the contract (in current Rs.):
Start date (month /year): Completion date (month / year):	No. of professional staff-months provided by associated consultants:
Name of associated consultants, if any:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as project Director / Coordinator, Team Leader):

Narrative description of Project:

Description of actual services provided by your staff within the assignment:

Applicant's Name:

Annexure-7

Proposed PMC team composition and CVs

of staff available with Applicant Individual Applicant to indicate the key staff employed as on _____.

Consultant may suggest the field of specialization as per their experience.

The indicative fields of specialization of key staff are architecture, civil, mechanical, electric, etc.

Note:

The above field of specialization is indicative.

One-page CV of key expert shall be furnished.

Annexure 8

Company's Management Structure with Details of Key Personnel

Individual Applicant / Each Constituent Member of provide details of the company's current management structure / detail of key personnel and its principal's management organization structure / detail of key personnel on separate sheet clearly indicating the reference as in response.

Annexure 9

Detail of Turnover & Net-worth of Last 3 years

Individual Applicant should provide details of turnover last three years. The turnover shall mean the receipts towards professional fee for Project Management consultancy services only.

Attach proof of the financial statement certified by the auditor/ Chartered Accountant.

Year	Turnover (Rs. Cr.)	Profit (Rs. Cr.)	Net worth (Rs. Cr.)
2022-23			
2023-24			
2024-25			

Signed and stamped by CA/Auditor

Annexure 10

Undertaking for Deployment of BIM Specialist

We understand that the project shall be designed executed and maintained on common data environment i.e. BIM. The bid for the EPC Contractor shall include the provision of BIM, where the contractor, shall design and execute the project on BIM software.

Therefore, during the Design review as well as execution, Monitoring of Progress and completion of project, we (The project management consultant) undertake that we shall depute a competent BIM software engineer at site to ensure BIM based monitoring and execution.

We also understand that the project shall be designed and delivered on BIM model.

Full Signature of the Authorized representative

Annexure 11

Detail of Litigation / Arbitration History

1. M/sparticipating in the above subject bid, here by declared that there is no litigation/ Arbitration history against me during the last 5 years , prior to due date of the tender.

S.no	Year	Action taken/ Status	Name of the Organization	Remark

I Further declared that information above is correct, and in future, if IIM Sirmaur find that information disclosed is false or incomplete, then IIM Sirmaur can directly disqualify my bid and initiate the panel action including blacklisting of the firm.

Full Signature of the Authorized representative

Annexure-12

To be signed by Tenderer and Authorized Signatory of Indian Institute of Management Sirmaur
To be sworn on a non-judicial stamp paper of Rs. 500/-

INTEGRITY AGREEMENT/PACT

(IIMS)

INTEGRITY AGREEMENT

THIS INTEGRITY AGREEMENT is made at on this..... day of 2025

BETWEEN

The Authorised Signatory, IIMS (hereinafter called “IIMS” or “Owner” which expression shall unless repugnant to the context or meaning thereof is deemed to include its successors & permitted assigns) of the FIRST PART:

AND (Name and Address of the Individual/firm/Company) through..... (Hereinafter referred to as the (Details of duly authorized signatory) “Tenderer/Contractor” and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns) of the SECOND PART

Each of the IIMS/Owner and Tenderer/Contractor individually referred to as the “Party” and collectively referred to as the “Parties”.

WHEREAS the Owner floated a tender for the_____, District Sirmaur, Himachal Pradesh. (“Tender”) and intends to award, under laid down organizational procedure, contract pursuant to issuance of such Tender (“Contract”).

AND WHEREAS the Owner values full compliance with all applicable laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its tenderer(s) and contractor(s).

AND WHEREAS to meet the purpose aforesaid, the Parties have agreed to enter into this Integrity Agreement (“Integrity Pact” or “Pact”), the terms and conditions of which shall also be read as integral part of the tender documents and agreement between the parties and shall be construed accordingly.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the Parties hereby agree as follows and this Pact witnesses as under:

Article 1: Commitment of the Institute

The institute commits itself to endeavor to take all measures necessary to prevent corruption and to observe the following principles:

(a) No employee of the institute, personally or through any of his/her family members, shall in connection with this tender, or the execution of the agreement, demand, take a promise for or accept, for self or family members.

(b) Any material or immaterial benefit which the person is not legally entitled to.

(c) The Institute shall, during the tender process, treat all tenderer(s) with equity and reason. The institute shall, in particular, before and during the tender process, provide to all tenderer(s) the same information and shall not provide to any tenderer(s) confidential/additional information through which the tenderer(s) could obtain an advantage in relation to the tender process or the execution of agreement.

(d) The institute shall endeavor to exclude from the tender process any person whose conduct in the past has involved any bias of any nature.

2) If the institute obtains information on the conduct of any of its employees which is a criminal offence

under the Indian Penal Code (IPC) or Prevention of Corruption Act, 1988 or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Owner shall be at liberty to take appropriate disciplinary action or initiate disciplinary proceedings as per its internal policies and procedures.

Article 2: Commitment of the Tenderer(s)/Contractor(s)

- 1) Each Tenderer/Contractor shall be required to (including their respective officers, Employees and agents) adhere to the highest ethical standards and shall report to the institute of any suspected acts of fraud or corruption or coercion or collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation and award of the tender/contract.
- 2) The tenderer(s)/contractor(s) shall commit themselves to take all measures essential to prevent any act of corruption. The tenderers/contractors commit themselves to observe the following principles during their participation in the tender process and during the execution of the contract:
 - a) The tenderer(s)/contractor(s) shall not, directly, indirectly or through any other person or firm, to obtain any advantage of any kind whatsoever during the process of tender or during the execution of the contract, offer, promise or give to any of the Institute's employees involved in the Tender process or execution of the contract or to any third person any material or other benefit which such person is not legally entitled to.
 - b) The tenderer(s)/contractor(s) shall not enter with other tenderer(s) any undisclosed agreement or understanding, whether formal or informal for manipulating prices, specifications, certifications, subsidiary contracts, submission or non-submission of tenders or any other actions to restrict competitiveness or to cartelize in the tendering process.
 - c) The tenderer(s)/contractor(s) shall forbear from committing any offence under the Indian Penal Code (IPC) or Prevention of Corruption Act, 1988. The tenderer(s)/contractor(s) shall not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the institute as part of the business relationship, plans, technical proposals and business details, including information contained or transmitted electronically or otherwise.
 - d) The tenderer(s)/contractor(s) shall, when presenting a tender, disclose any and all payments made, committed to make or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 3) The tenderer(s)/contractor(s) shall not instigate any third person to commit offences mentioned above or be an accessory to such offences.
- 4) The tenderer(s)/contractor(s) shall not, directly or through any other person indulge in fraudulent practice including but not limited to willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the interest of the institute.
- 5) The tenderer(s)/contractor(s) shall not, directly or through any other person use coercive practices including but not limited to the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process.

Article 3: Consequences of Breach

Without prejudice to any rights available to the institute under law or the contract or its established policies and procedures, the institute shall have the following rights in case of breach of this Integrity Pact by the tenderer(s)/contractor(s) and the tenderer/ contractor accepts and undertakes to respect and uphold the Owner's absolute right:

- 1) If the tenderer(s)/contractor(s), either before award or during execution of contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or

credibility in question, the institute after giving 10 days' notice to the tenderer/contractor shall have the powers to disqualify the tenderer(s)/contractor(s) from the process of tender or terminate/determine the contract, if already executed or exclude the Tenderer/Contractor from future contract award processes. The imposition and duration of the exclusion shall be determined by the severity of transgression and determined by the institute. Such exclusion may be forever or for a limited period at the sole discretion of the institute.

2) Forfeiture of EMD/Performance Guarantee/Security Deposit: Pursuant to the institute disqualifying the tenderer(s) from the tender process prior to the award of the contract or terminates/determines the Contract or has accrued the right to terminate/determine the contract according to Article 3(1), the institute apart from exercising any legal rights that may have accrued to the Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit rendered by the Tenderer/Contractor.

3) Criminal Liability: Pursuant to the institute obtaining any knowledge of conduct of a tenderer or contractor, or of an employee or a representative or an associate of a tenderer or contractor which constitutes corruption within the meaning of the Indian Penal Code (IPC) or Prevention of Corruption Act, 1988 or if the institute has substantive suspicion in this regard, the institute shall forthwith inform the same to any law enforcing agencies for further investigation without being obligated to first inform the tenderer/contractor of the same.

Article 4: Previous Transgression

1) Each tenderer/contractor shall declare and confirm that no previous transgressions have occurred in the last five (5) years with any other company in any country confirming to the anti-corruption approach or with the Central Government or any State Government or any other Central/State Public Sector Enterprises in India that could justify its exclusion from the process of this tender.

2) Upon any incorrect, false, misleading statement made or submitted by the tenderer in terms of 4(1) above, shall render the tenderer disqualified from the process of tender or entitling the institute to take any action for imposing a ban on any business dealings/holiday listing of the tenderer/contractor at the sole discretion of the Owner.

3) Upon a confirmation made by the tenderer/contractor, to the satisfaction of the institute, proving that the damage caused has been resorted / recouped and a suitable corruption prevention system has been installed to the satisfaction of the institute, the exclusion may be revoked prematurely by the institute at its sole discretion.

Article 5: Equal Treatment of all Tenderers/Contractors/Subcontractors

1) The tenderer(s)/contractor(s) undertake(s) to demand from all sub-contractors a commitment in conformity with this Integrity Pact. The tenderer/contractor shall be responsible for any violation(s) of this Integrity Pact by any of its subcontractors/sub-vendors.

2) The institute shall enter into such agreements or pacts on identical terms as this Integrity Pact with all tenderers and contractors.

3) The Owner shall disqualify tenders who fail to submit the duly executed Integrity Pact along with the tender or violate any of the provisions at any stage of the tender process.

Article 6- Duration of the Pact

This Pact shall become effective on the day the institute and the tenderer/contractor have signed and executed the same. The Integrity Pact shall continue to remain in force for the Contractor till twelve (12) months after the completion of work under the contract or till the continuation of defect liability period, whichever is later. However, the Integrity Pact shall come to an end for unsuccessful tenderers upon award of the contract to the successful tenderer. If any claim is made/lodged during this time, the same shall be

binding and continue to remain valid despite the lapse of this pact as specified above, unless such tenderer is discharged by the institute.

Article 7- Other Provisions

- 1) The Integrity Pact shall be governed by the applicable Indian laws and the place of performance and jurisdiction shall be the place of office of the institute.
- 2) Any change, amendment, modification or supplement or addendum to the Integrity Pact can only be brought into effect by way of a mutual written agreement between the parties to the Integrity Pact.
- 3) If the contractor is a partnership or a consortium, this Pact shall be executed and signed by all the partners or by one or more partner's holding power of attorney executed in favour of such partner or partners by the remaining partners. In case the contractor is a company, the Pact shall be executed and signed by a representative duly authorized.
- 4) In case any of the provisions of this Integrity Pact is rendered invalid by law or otherwise, the remaining provisions of the Integrity Pact shall continue to remain valid and binding on the parties. In such a case, the parties shall strive to come to an agreement to the original intension envisaged under the Integrity Pact.
- 5) The parties agree that any dispute or difference arising between the parties with respect to the terms of this Integrity Pact, any action taken by the institute in accordance with this Integrity Pact or any interpretation thereof shall not be subject to arbitration.
- 6) The person signing the IP shall not approach the courts while representing the matters to IEMs and he/she will await their decision in the matter.

Article 8- Legal and Prior Rights

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies available to the parties under law or contract and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. The parties agree that this Integrity Pact shall have precedence over the tender/contact documents with regard to any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the Parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses

.....

(For and on behalf of institute)

.....

(For and on behalf of tenderer/contractor)

WITNESSES (Signature, name and address)

1

2

Place:

Dated: