

Satyandra Nath Bose National Centre for Basic Sciences

Block-JD, Sector-III, Salt Lake, Kolkata-700098

(An autonomous body funded by Department of Science and Technology, Govt. of India)

Engagement of Project Management Consultant for Fire Safety Work

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Ref. No.: SNB/60.4/15-16/027

Date: 04-11-2015

Invitation for Expression of Interest for Engagement of Project Management Consultant for Fire Safety Work

1. Invitation for Expression of Interest only from PSUs, to engaged in Fire Safety work as Project Management Consultant (PMC) for design of state-of-the-art Fire Safety Solution and Project Management Consultancy of the Computer Center Server Rooms in the Main Building on 3rd Floor in the Campus of SNBNCBS.

Invitation for Expression of Interest in prescribed format given in Annexure-I(P-13) from eligible reputed and experienced **Project Management Consultant (PMC) for Fire Safety work and Project Management Consultancy only from PSU's** by The Registrar on behalf of the Centre to register their interest in providing Fire Safety **Project Management Consultancy Services** for Design and Implementation of state-of-the-art Fire Safety solution and related services for the Computer Center Server Rooms of the Centre. Details of service, Nature of Activity, Scope of Consultancy, Deliverables, Requisite qualification, Experience and Duration are given in Point 9 and Point 10 of this document. Interested experts satisfying the requirements may send Expression of Interest to 'The Registrar, Satyendra Nath Bose National Centre for Basic Sciences' within 21 days from the date of publication of this advertisement along with all relevant documents.

2. Brief Objective of work:

S. N. Bose National Centre for Basic Sciences is an Autonomous Research Institute established under Department of Science and Technology, Government of India in 1986 as a Registered Society. The Centre was established to honour the life and work of Professor S. N. Bose who was a colossal in theoretical physics and has made some of the most fundamental conceptual contributions in the development of Quantum Mechanics and Quantum Statistics. In the last 25 years, the Centre has emerged as a major institution for research and development in Basic Sciences, specifically in the area of physical sciences and related disciplines. The Centre, while focusing on basic research, has also made a new move to contribute in application driven basic research, in particular, in areas of national needs.

There are many Computational Clusters in the Computer Center Server Rooms in the Main Building of the Centre. These are the major workhorse of many of the research works carried out at the Centre. Along with them, there are Email Server, Web Servers, Intranet Servers and many other important servers and devices which are very crucial in the day to day working of the Centre. SNBNCBS wishes to appoint a Fire Safety **Project Management Consultant (PMC)** with proven expertise and track record for Design and Implementation of state-of-the-art Fire Safety solution, precision AC system and related services for the Computer Center Server Rooms of the Centre. The PMC Fire Safety Expert will also be responsible for obtaining necessary NOC and approval of plans from statutory authorities.

For remaining part of the document, the word 'Centre' and 'Client' will mean S.N.Bose National Centre for Basic Sciences.

3. Schedule of Selection Process

The Centre would endeavor to adhere to the following schedule:

Sl.No.	Event Description	Date & Time
1	Advertisement inviting Expression of Interest for PMC (Website, Newspaper)	4th November, 2015
2	Website for downloading EOI documents, corrigendum addendums etc. http://www.bose.res.in	4th November, 2015
4	Pre-Bid inspection of Site	Ref. Clause 4 of EOI document

5	Last date for receiving queries/clarifications	11 th November,2015
6	Centre responds to queries	16 th November,2015
7	Last date for submission of Bid(s)	24th November,2015
8	Opening of Technical Bids	26th November,2015
8(a)	Evaluation of Technical Bids	
8(b)	Last date for receiving replies to queries if any.	1st December, 2015
9	Opening of Financial Bids	Will be notified to successful Bidders
10	Letter of Intent	
11	Signing of Agreement	

4. Pre-Bid inspection of Site

Prospective applicants may visit the site and review the site at any time prior to last date for submission of Bid(s).

For this purpose, they will provide notice to the persons specified below at least two days prior to the visit:

Phone: +91-33-2335 1313/0312/3057/3061/5705/6/7/8

Extension: 300

5(a). Scope of Work:

Detailed description of the objectives, scope of services, deliverables and other requirements relating to this consultancy includes but not limited to:

1. The approximate total area is 250 Sqm. The site is not empty and houses several high value Clusters, Servers, UPS's and many other related

equipment's and devices which are very crucial in the day to day working of the Centre and are running 24x7 throughout the year. All of these Clusters, Servers, UPS's and related equipment's and devices cannot be shut down completely nor can they be kept shut down for long periods continuously. Any shutdown required should be carefully planned well ahead and would require written request atleast 10 days in advance and co-ordination with the Computer Center. The design and implementation of the Fire Safety solutions thus warrants careful consideration of these facts.

2. PMC may please note that Fire suppression system shall be provided to the areas where servers/computers are in place and are working areas. Therefore no welding work is permitted inside the server areas and the work has to be done in a phased manner without disturbing the working environment. Opening of false ceiling and false flooring for running of gas pipe line have to be done in phased manner without disturbing working environment. Therefore bidders are requested to ascertain the site condition before submission of offer.
3. Design shall be based on the requirement specified in the tender and as per site condition. Hence tenderer shall visit the site before quoting. Therefore it is the responsibility of the contractor who himself shall acquaint with site condition and quote accordingly.
4. Conducting site survey / study for feasibility and gathering all other necessary information's related to fire safety.
5. Preparation and submission of DESIGN BASIS REPORT (DBR)

Objective of DBR includes but not limited to:
<ol style="list-style-type: none"> 1. To describe the type and scheme of Passive & Active Fire Protection system for various areas as per NBC / NFPA / TAC / IS guidelines. 2. To establish the capacity / numbers of various components for Fire protection system conforming to code of practice 3. To specify general description and broad specification of fire prevention, and protection system, criteria for selection and sizing of equipment and accessories, material specification, and measures to be taken for fire safety of the Computer Center Server Rooms and & all equipments therein. Measures recommended by Authority having jurisdiction / Fire Protection Manual issued by Tariff Advisory Committee (TAC) inclusive measures recommended by NFPA. 4. To specify requirement of different standards so that the purpose and requirements of them are clearly and fully understood.

6. Development & Submission of Detailed Engineering Document
7. **To design state-of-the-art Fire Safety Solution and Project Management Consultancy for the Computer Centre and its Server Rooms in the third floor of the Main Building of S N Bose National Centre for Basic Sciences.**
8. **To design following systems conforming to NFPA-15 / Local Fire Service Recommendation / TAC / IS.**
 - (a) Designing and Installation of NFPA standard state-of-the-art early warning fire and smoke detection system preferably using advanced aspiration technology based detectors which is highly accurate, gives very minimal false alarm and is able to properly detect fire even at incipient stage.
 - (b) Designing and Implementation of NFPA standard, state-of-the-art Clean Agent based fire suppression system to suppress and extinguish any occurrences of fire quickly by flooding the room with Clean Agent gas which is safe both for sensitive electronic devices as well as human being. Clean Agent Gas used should preferably be easily available in India. (Preferably using Clean Agent like NOVEC1230 (FK-5-1-12) : Fluroketone - CF₃CF₂C(O)CF(CF₃)₂)
9. Designing and Implementation of perfect compartmentalization for server rooms for confining fire in its place and prevent it from spreading/affecting adjoining areas in case of fire.
10. Designing and Implementation of effective passive fire protection by scaffolding and lining of the existing Partitions and Walls with Fire Rated Materials with FRL of atleast 90/90/90 using Fiber reinforced, moisture and water resistant Gypsum Boards.
11. Designing and Implementation of passive fire protection by replacing existing Raised Floors with Fire Rated Raised Floor with FRL of atleast 90/90/90. The raised floor should have Antistatic coating and have very high load bearing capacity (Preferably Minimum Point Load: 650Kg to 1500Kg, Uniform Distributed Load: 1700 Kg/Sq mt), Rolling Load: 300Kg).
12. Designing and Implementation of Passive fire protection by replacing existing False Ceiling with Fire Rated False Ceiling with FRL of atleast 90/90/90.
13. Removal of the old and fire prone package AC units from the server room from the server area and design and installation of new precision type package AC system.

14. Providing adequate number of Clean Agent based fire extinguishers in the Computer Centre Server Rooms in strategic locations replacing any Dry Powder and CO2 based extinguishers.
15. Implementation of Pest/Rodent Control measures in all appropriate locations in the server rooms.
16. Preparation of Tender documents for proposed System(s).
17. System Write up
18. Technical Specification for all major equipments along with acceptance criteria.
19. Data sheet for equipment(s)
20. Approved vendor list
21. Bill of Materials
22. Preparation of QUALITY ASSURANCE PLAN
23. Preparation of Bar chart indicating activities, target dates and also monitoring/inspecting with respect to various stages of work.
24. Preparation of commissioning norms & acceptance parameters
25. SCHEDULE OF COMMISSIONING & HANDING OVER
26. Evaluation of the received offers technically and attend discussions with the bidders to obtain clarifications / confirmations and thereafter furnishing recommendation
27. Scrutiny of the technical offer from equipment supplier and installer etc.
28. Submission of recommendation with comparative statement of the above work.
29. Monitoring and Inspection of all stages of the implementation of the system(s) for quality once in a fortnight.
30. Final inspection along with project authority to witness commissioning and performance run of the system as per COMMISSIONING NORMS, ACCEPTANCE PARAMETERS & OPERATION PHILOSOPHY of the system(s).

Standards for reference.

- | |
|---|
| <ul style="list-style-type: none">• Fire Safety recommendations from West Bengal Fire Services.• National Building Code (NBC) of India: Part 4 - FIRE AND LIFE SAFETY.• International Building Code (IBC). (2012 edition)• NFPA 101: Life Safety Code (2012 edition) |
|---|

- NFPA - 30: Flammable and Combustible Liquids Code
- FIRE PROTECTION MANUAL: TARIFF ADVISORY COMMITTEE (TAC).
- IS: 2189: Code of Practice for Automatic Fire Detection & Alarm System
- NFPA 72: NATIONAL FIRE ALARM CODE
- IS 12456 (2004): Fire Protection of Electronic Data Processing Installation - Code of Practice [CED 36: Fire Safety]
- IS 14435:1997 - Code of practice for fire safety in educational institutions
- NFPA 10 - Standard for Portable Fire Extinguishers
- NFPA 72 - National Fire Alarm and Signaling Code
- NFPA 75 - Standard for the Fire Protection of Information Technology Equipment
- NFPA 76 - Standard for the Fire Protection of Telecommunications Facilities
- NFPA 77 - Recommended Practice on Static Electricity
- NFPA 80 - Standard for Fire Doors and Other Opening Protectives
- NFPA 80A - Recommended Practice for Protection of Buildings from Exterior Fire Exposures
- NFPA 90A - Standard for the Installation of Air-Conditioning and Ventilating Systems
- NFPA 92 - Standard for Smoke Control Systems
- NFPA 92A - Standard for Smoke-Control Systems Utilizing Barriers and Pressure Differences
- NFPA 101 - Life Safety Code
- NFPA 105 - Standard for the Installation of Smoke Door Assemblies and Other Opening Protectives
- NFPA 110 - Standard for Emergency and Standby Power Systems
- NFPA 170 - Standard for Fire Safety and Emergency Symbols
- NFPA 221 - Standard for High Challenge Fire Walls, Fire Walls, and Fire Barrier Walls

31. The system shall be guaranteed for a period of 12 months from the date of commissioning and handing over the system.

5(b). Scope of the Centre / Client's role and responsibilities.

1. To furnish Hard copy of all Civil, Architectural drawings/details.
2. All related existing fire alarm systems drawings.

6. Earnest Money and Security Deposit:

The tenderer will have to deposit an amount of Rs.10000/- in the form of Demand Draft/Pay Order/Banker's Cheque drawn in favour of the Satyendra Nath Bose National Centre for Basic Sciences at the time of submission of tender as an Earnest Money. The Owner is not liable to pay any interest on the Earnest Money. The Earnest Money of the unsuccessful tenderers will be refunded without any interest soon after the decision to award the work is taken or after the expiry of the validity period of the tender.

The PMC shall permit Client to deduct a sum of 5% of the gross amount of each running bill till the sum along with the sum already deposited as earnest money, will amount to security deposit of 5% of the tendered value of the work.

In addition the PMC will be required to deposit an amount equal to 5% of the Bill amount of the contract as Performance Guarantee within fifteen days of the issue of Letter of Intent but before award of work.

Performance Guarantee may be accepted as Bank Guarantee of any Scheduled Nationalized Bank.

The Security Deposit and Performance Guarantee may be refunded within 14 (fourteen) days after the end of defects liability period provided (Till the date of final acceptance of the work by the Client) he has satisfactorily carried out all the work and attended to all defects in accordance with the conditions of the Contract.

7. Instruction to PMCs:

The nature of job is to design of state-of-the-art **Fire Safety Solution, Precision AC system and Project Management Consultancy** during the execution and commissioning as per objectives stated above.

- Selection of PMC will be quality and Cost Based Selection (QCBS) Method, out of firms responding to the Request for Proposal (RFP).
- PMC should familiar themselves with local conditions and take them into account in preparing those bids.
- PMC should bear all costs associate with the preparations and submission of their bids
- In preparing their bids, PMCs are expected to go through the documents comprising the tender documents.
- The technical & financial bid envelopes should be submitted in a separate sealed envelope with the name of the job and 'Technical Bid' & 'Financial Bid' specifically mentioned on the envelope. **Last date of submission is 24/11/2015, 5:30 PM** at the reception in the Main Building of the Centre.

It is to be confirmed that the Planning Scheme has to be prepared conforming to the rules and regulations of all the statutory authorities.

8. Eligibility Criteria:

1)The applicant should have at-least 7 years of experience in Fire Safety Engineering with proven track record in designing Fire Safety measures for various kinds of fire hazards in Educational, Residential and Industrial complexes, IT / Industrial sector in preparation of DPR / Supervision / Implementation / Safety Audit / Work Zone Safety / Planning etc. of Fire Safety solutions like Clean Agent based flooding type fire suppression systems, early warning addressable fire and smoke detection systems, passive fire safety design, water and mist sprinkler systems, etc.

- 2) The applicant should have sufficient number of technical and administrative employees for the proper execution of the consultancy job.
- 3) Knowledge and exposure of Local / National / International code of practice on fire safety
- 4) Experience of fire safety audit assignments or fire safety planning.
- 5) PMS should comply with the requirement of CVC/Audit and observe all recommendations about the work. Also should follow work procedure as per CPWD.
- 6) Should be qualified to:
 1. Carry out fire risk assessment and calculate Fire Load based on the actual site survey data.
 2. Establish a fire safety strategy / master plan
 3. Specify passive safety in architectural concepts as well as technical systems
 4. Obtain No Objection Certification from all statutory authorities on proposed fire safety system.

9. Selection of PMCs:

Selection of PMC will be quality and Cost Based Selection (QCBS) Method, out of firms responding to the Request for Proposal (RFP).

Final selection by Quality & Cost Based Selection (QCBS) with weightage of 70% to technical score and 30% to financial score.

The Centre may accept or reject any application

10. Conflict of Interest

1. An Applicant shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the "Conflict of Interest"). An Applicant shall not have any conflict of interest with any Agencies / Vendors / OEMs / Dealers / Distributors / Solution Providers / Professionals whose Products and/or services would be needed in subsequent implementation of the Fire Safety Solution. Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Centre shall forfeit and appropriate all Bid Security (if any) as mutually agreed genuine pre-estimated compensation and damages payable to the Centre for, inter alia, the time, cost and effort of the Centre including consideration of such Applicant's Bid, without prejudice to any other right or remedy that may be available to the Centre hereunder or otherwise.

2. The PMC shall not receive any remuneration in connection with the assignment except as provided in the contract. The PMC and its affiliates shall not engage in consulting activities that conflict with the interest of the Client under the contract and shall be excluded from downstream supply of goods or construction of works or purchase of any asset or provision of any other service related to the assignment other than a continuation of the “Services” under the ongoing contract. It is the requirement of the consultancy contract that the PMCs should provide professional, objective and impartial advice and at all times hold the Client’s interests paramount, without any consideration for future work, and that in providing advice they avoid conflicts with other assignments and their own corporate interests.

3. The Centre requires that the PMC provides professional, objective, and impartial advice and at all times hold the Centre’s interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work.

4. The PMC shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Centre.

5. An Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:

(a) such Applicant or its Associate receives or has received any direct or indirect subsidy or grant from any other Applicant or its Associate or from Agencies/Vendors/OEMs/Dealers/Distributors/Solution Providers/Professionals whose Products and/or services would be needed in subsequent implementation of the Fire Safety Solution; or

(b) such Applicant has the same legal representative for purposes of this Application as any other Applicant; or

(c) such Applicant has a relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each other’s’ information about, or to influence the Application of either or each of the other Applicant; or

(d) there is a conflict among this and other consulting assignments of the Applicant including its personnel and Sub-PMC) and any subsidiaries or entities controlled by such Applicant or having common controlling shareholders. The duties of the PMC will depend on the circumstances of each case. While providing consultancy services to the Centre for this particular assignment, the PMC shall not take up any assignment that by its nature will result in conflict with the present assignment; or

(e) a firm/person hired to provide consulting services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project; or

6. Without limitation on the generality of the foregoing, PMCs shall not be hired, under the circumstances set forth below:

i) Conflict between consulting activities and procurement of goods, works or services: A firm that has been engaged to provide goods, works, or services for a project, and each of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and each of its affiliates, shall be disqualified from subsequently providing goods, works or services for such preparation or implementation.

ii) Conflict among consulting assignments: Neither PMCs (including their personnel and sub-PMCs) nor any of their affiliates shall be hired for any assignment that, by its nature, may be in conflict with another assignment of the PMCs. As an example, PMCs hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and PMCs assisting a Client in the privatization on public assets shall neither purchase nor advise purchasers of, such assets. Similarly, PMCs hired to prepare Terms of Reference (TOR) for an assignment shall not be hired for the assignment in question.

iii) Relationship with Government Ministry / Department's staff: PMCs (including their personnel and sub-PMCs) that have a business or family relationship with such member(s) of the Ministry or Department's staff or with the staff of the project implementing agency, who are directly or indirectly involved in any part of ;

a) the preparation of the TOR of the contract,

b) the selection process for such contract, or

c) supervision of such contract; may not be awarded a contract unless it is established to the complete satisfaction of the employing authority, for the reason to be recorded in writing, that such relationship would not affect the aspects of fairness and transparency in the selection process and monitoring of PMC's work.

An Applicant eventually appointed to provide Consultancy for this Project, and its Associates, shall be disqualified from subsequently providing goods or works or services related to the construction and operation of the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 5 (five) years from the completion of this assignment; provided further that this restriction shall not apply to consultancy/ advisory services performed for the Centre in continuation of this Consultancy or to any subsequent consultancy/ advisory services performed for the Centre in accordance with the rules of the Centre.

11. Annexure-I: Application Format

Pre-Qualification For Fire Safety PMC

Ref.....

Date.....

1. Name of the Firm :
2. Address :
3. Email :
4. Contact No. :
5. Contact Person :
6. PAN :(Enclose Proof)
7. VAT Reg No. :(Enclose Proof)
8. Service Tax Reg No. :.....(Enclose Proof)
9. Document checklist:

Attachment	Document	Submitted	
		Yes	No
A	List of relevant work executed during last five years indicating Executed value. Completion Certificate against corresponding Work Order to be furnished. Name, Address, Phone no. and email ID of contact persons of the places where those jobs have been executed		

	has been provided.		
B	Auditor's Report (Statement of Accounts) for the last 3 years.		
C	List of current commitments (staff-months) with any of the Units/ Autonomous Institutes/ PSUs if any		
D	Educational Qualification		
E	Membership/Affiliation Certificate of Societies/Bodies/Institution		

Signature by authorized signatory of the firm with Official Seal and Date

12. Terms of Reference (TOR)

12(a). Purpose/Objective:

There are many Computational Clusters in the Computer Center Server Rooms in the Main Building of the Centre. These are the major workhorse of many of the research works carried out at the Centre. Along with them, there are Email Server, Web Servers, Intranet Servers and many other important servers and devices which are very crucial in the day to day working of the Centre. SNBNCBS wishes to appoint a PMC Fire Safety Expert with proven expertise and track record for Design and Implementation of state-of-the-art Fire Safety solution and related services for the Computer Center Server Rooms of the Centre. The Consulting Fire Safety Expert will also be responsible for obtaining necessary NOC and approval of plans from statutory authorities.

12(b). Detailed scope of work

A) Centre wishes to appoint a PMC Fire Safety Expert with proven expertise and track record for Design and Implementation of state-of-the-art Fire Safety solution, project management consultancy and related services for its Computer Center Server Rooms situated at the main building of the campus.

B) In order to implement state-of-the-art Fire Safety solution and project

management consultancy, various vendors/solution providers may be engaged. The PMC will be responsible for supervising all the activities.

C) The PMC will be engaged by the Centre by inviting Expression of Interest on the prescribed format through open advertisement in print media as well as through its website, short listing firms and Inviting Technical and Financial Offers. The CVs of key personnel shall be included in the EXPRESSION OF INTEREST along with documentary proof of qualification and experience, their written consent and availability. The PMC will be required to submit the CVs of all the Team members at the time of submission of bid.

D) The PMC will provide needed technical advice, prepare Detailed Project Report (DPR), Tender documents for Fire Safety and Precision AC system etc., supervision of various vendors / solution providers / agencies and quality monitoring of works.

E) The PMC should have a registered office in Kolkata and should ensure adequate presence in the city to carry out the assignment.

F) The PMC will be engaged in the following activities.

1. Submission of Design Basis Report (DBR).

Conduct Site Survey/Study for feasibility and all other necessary information for following:

1. Proposed Clean Agent Gas based Fire protection System
2. Proposed Fire Detection & Alarm System & network
3. Proposed First aid Extinguisher requirement.
4. Proposed Passive Protection System
5. Proposed MEANS OF ESCAPE (EMERGENCY EVACUATION)
6. Proposed SMOKE MANAGEMENT SYSTEM
7. Proposed EMERGENCY LIGHTING AND SIGNS
8. Proposed EMERGENCY POWER SUPPLY
9. Proposed SEALING OF OPENINGS, FIRE NOTICE BOARD, FLOOR PLAN & FIRE CONTROL ROOM
10. INTEGRATION OF FIRE DETECTION AND ALARM SYSTEM.
11. Utility services available.
12. Layout of Building / Block required covering by the above system.

13. Particulars of occupancies.
14. Collection of relevant Civil Drawings.
15. Technical meetings with different departments concerned in regards of proposed system.
16. Finalizations of new piping layout, cable routine etc.
17. DBR in conformity to NBC / NFPA / TAC guidelines

2. Design of state-of-the-art Fire Safety solution, precision AC system and project management consultancy for the Computer Center Server rooms. Preparation of relevant drawing(s).
3. Preparation of Tender specification for proposed System(s) mainly consisting of Technical particulars of all equipments including acceptance criteria.
4. Preparation of Tender Documents for all system(s)
5. Technical Specification for all major equipments
6. Data sheet for equipment(s)
7. Approved vendor list
8. Bill of Materials
9. Preparation of QUALITY ASSURANCE PLAN
10. Preparation of commissioning norms & acceptance parameters
11. SCHEDULE OF COMMISSIONING & HANDING OVER
12. Evaluation of the received offers technically and attend discussions with the bidders to obtain clarifications / confirmations and thereafter furnishing recommendation
13. Scrutiny of the technical offer from equipment supplier and installer etc.
14. Submission of recommendation with comparative statement of the above work.
15. Monitoring and Inspection of all stages of the implementation of the system(s) for quality once in a fortnight.
16. Final inspection along with project authority to witness commissioning and performance run of the system as per COMMISSIONING NORMS, ACCEPTANCE PARAMETERS & OPERATION PHILOSOPHY of the system(s).
17. Scrutiny of Detailed Project Reports submitted by executing agency if any.

18. Obtaining necessary permission from relevant statutory bodies.

12(c). Deliverables required from the PMC:

As mentioned in **Point 5(a). Scope of Work**

13. Schedule for completing the assignment:

3 months for designing and 08 months for implementation

14. Cost Estimate (Budget):

Approximate estimated cost of tender is within Rs. 1.00 Crore.

14(a). Cost of Planning and PMC:

The charges for Planning and PMC of the above work not to exceed 9% of the tendered value as per Appendix- 16 of CPWD Works Manual.

15. Information to PMCs

PMCs are invited to submit a Technical Bid & Financial Bid for consulting services.

Short listed empaneled PMCs may note that the costs incurred in the preparation of the Bid and subsequent discussions including a visit to the Client's office or proposed location(s) connected with the assignment, are not reimbursable, and for which the Client is not bound to accept any claim.

Evaluators of technical bids shall not have access to the financial bids until the technical evaluation is concluded. The envelope containing the financial bid is not opened till the technical evaluation is complete. The financial bid of only such bidders will be opened which qualify for the technical bid.

Information or the replies to the questions should be complete in all respects. In case information or the reply is 'Nil' or 'Not Applicable' etc. the same should be invariably mentioned as such.

Bids not responding to the TOR fully and properly and those with lesser validity than that prescribed in the RFP will be summarily rejected as being non-responsive, before taking up the appraisal of the technical bid for evaluation of quality.

The name of the Client is: **Satyendra Nath Bose National Centre for Basic Sciences, an autonomous research institution funded by the Dept. of Science & Technology, Government of India** referred to as 'Centre' in this document.

The name of the Work is: **Project Management Consultancy Services for design & implementation of state-of-the-art Fire Safety Solution and Precision AC system of the Computer Center Server Rooms of the Centre and other ancillary activities etc.**

Name(s) Address (es) Contact Official is:

Registrar, S.N.Bose National Centre for Basic Sciences, Block-JD, Sector-III, Salt Lake, Kolkata-700098.

The estimated cost of work or construction is approximately Rs. 1.00 Crore (Rupees One Core only) and the entire Project is expected to be completed within 11(Eleven) months from date of issue of commencement of the work.

PREPARATION OF PROPOSAL: PMC shall submit a Technical Bid and a Financial Bid, written in the English language.

16. Technical Bid:

1. PMC is expected to examine all terms and instructions included in the Documents furnished with Tender. Failure to provide requisite information may result in rejection of the Bid.
2. While preparing the Technical Bid, the PMC must give particular attention to the following:
 - a) PMC should have requisite expertise while making the offer. In case, the firm considers that it does not have all the expertise for the Assignment, it may obtain such expertise by associating with individual PMC, as appropriate. These associations shall be subject to the approval of the Client. PMC may or may not associate with other PMCs invited on this Assignment.
 - b) The estimated cost of project or work for which the consultancy assignment is sought as well the time to complete the Assignment is stated in "Information to PMCs". Financial bid may be in accordance with this. However, the PMC should note that financial bid shall not be linked to the indicated cost of implementation of the project or work in any way.
 - c) The PMC must have relevant educational qualification and experience.
 - d) The PMC for the job of the Client should be permanently assigned with the entire project till the end of the same.
3. Technical bid should provide the following information, but not limited to, using the attached Standard Formats.

- i) A brief description of the PMC's organization and an outline of experience on assignments of a similar nature.
 - ii) Details of specific experience / expertise.
 - iii) Confirmation on salient technical conditions mentioned in Tender Document.
 - iv) List of current commitments (staff-months) with any of the Units/ Autonomous Institutes/ PSUs
 - v) Details of similar works executed during last seven years, along with Name, Address, Phone no. and email ID of contact persons of the places where those jobs have been executed.
 - vi) Auditor's Report (Statement of Accounts) for the last 3 years.
4. The technical bid shall not include any financial information.
 5. Earnest Money Deposit in the form of Demand Draft/Banker Cheque should be furnished along with Technical Bid.

17. Financial Bid:

1. In preparing the Financial Bid, PMC is expected to take into account, besides technical requirement, commercial condition specified in the Tender Document. The Financial bid should follow, but not limited to, standard Formats.
2. The Financial Bid should clearly indicate, as separate amount, the taxes, duties, levies and other charges, as prevailing on the date of submission of financial bids, considered under the applicable laws on the Consultancy Assignments.
3. The Financial Bid should consider the mode of payment (Ref. Clause 30(f)).
4. The Financial Bid should be unconditional.
5. Taxes / Duties / levies and other charges will be paid as per prevailing rates on the date of arranging payment.

18. Validity of Applications

All offers submitted should be valid for 90 days from the Date of opening of the Technical Bid.

19. Submission, Receipt & Opening Of Bids:

1. The original one copy of the Technical Bid and Financial Bid must be printed in indelible ink. The Bids should not contain any inter-lineation or overwriting except as necessary to correct errors made by the PMCs themselves. Any such correction must be initialed by the person or persons signing the Bids.

2. PMC must sign all pages of the Bids. In case of an authorized representative signs on behalf of the PMC, representative's authorization has to be confirmed by a written power of attorney accompanying the Bids.

20. Right to reject any or all Bids

Notwithstanding anything contained in this RFP, the Centre reserves the right to accept or reject any Bid and to annul the Selection 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.

Without prejudice to the generality of this Clause, the Centre reserves the right to reject any Bid if:

1. at any time, a material misrepresentation is made or discovered, or
2. the Applicant does not provide, within the time specified by the Centre, the supplemental information sought by the Centre for evaluation of the Bid.
3. if Key Personal indicated by a firm matches with the Key Personal of another Empanelled firm, Bids of both the firms will be rejected without assigning any reasons thereof.
4. Misrepresentation / improper response by the Applicant may lead to the disqualification of the Applicant.

21. Bid Evaluation:

A PMC Evaluation Committee will be responsible for evaluation and ranking of Bids received.

A two stage procedure will be adopted in evaluating the Bids:

- (a) Technical evaluation, which will be carried out prior to opening any financial Bids; and
- (b) Financial evaluation. Each PMC/firm will be ranked using a combined technical and financial score.

22. Technical Bid Evaluation:

a) Evaluation Criteria:

Points *		Range	Appropriately Specified
i	Organizational set up & man -power resource.....	5-7	6
ii	Experience / Expertise of the firm related to the Assignment.....	8-10	10
iii	Adequacy of the proposed methodology, work plan, time schedule etc...	20-25	20
iv	Qualification and competence of the staff for the assignment.....	50-55	50
v	Quality assurance system related to the assignment.....	5-7	5
vi	Suitability of skill transfer programmer (training), if applicable.....	5-7	5
vii	Previous experience with the Central Govt/ /State Govt. / PSU on similar Assignments.....	3-5	4
	Total	100	100

The Technical Bid should score at least 70-80 points [to be decided within the range] out of 100 to be considered for financial evaluation.

i) The single currency for price conversion is : Indian Rupees

ii) The weight (T%) given to the Technical Bid is 70-80 % [to be decided within the range]

The weight (F%) given to the Financial bid is 20 -30% [to be decided within the range]

23. Financial Bid Evaluation:

After the evaluation of Technical bids, the client shall notify the date, place and time set for opening of Financial Bids. The notification may be sent by fax or speed post. In case scope of work gets changed during technical evaluation, this should be

intimated to all Bidders and they may be asked to give revised price in case they like.

The lowest Financial Bid (Fm) will be given a financial score (Sf) of 100 points. The financial scores of the bids will be computed as follows. $Sf = 100 * Fm / F$ (F-amount of Financial Bids)

The bids will finally be ranked according to their combined technical (St) and financial (Sf) scores using the weights indicated in the Data Sheet

$$"S = St * T \% + Sf * F \%"$$

24. Award of Contract:

On award of the contract, the PMC shall commence the Assignment. A co-ordination procedure shall also established and name of the accredited representative of the PMC who would be responsible for taking instruction from the Client shall be communicated.

25. TECHNICAL BID SUBMISSION FORM:

[Location, Date]

From :(Name of Firm)

To: (Name & Address of Client)
S N Bose National Centre for Basic Sciences
Block - JD, Sector - III,
Salt Lake, Kolkata -98

Sir/Madam:

Subject: Project Management Consultancy Service for designing of state-of-the-art fire safety solution & Precision AC system of Computer Center server rooms in the main building at S. N. Bose National Centre for Basic Sciences, Block-JD, Sector-III, Salt Lake, Kolkata-98.

We, the undersigned, offer to provide the consulting services for the above Project in accordance with your Letter Inviting Offer (Reference & date) and our Bid as under SEALED TENDER. We are hereby submitting our Bid which includes this Technical Bid, and a Financial Bid sealed under a separate envelop.

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

We remain,

Yours faithfully,

Signature _____
(Authorized Representative)
Full Name _____
Designation _____
Address _____

Note:

- i) In case of proprietary firm, the Bids shall be signed by the Proprietor above his full typewritten name and the full name of his firm with his current address.
- ii) In case of partnership firm, the Bids shall be signed by all the partners of the firm above their full typewritten name and current address or alternatively by a partner holding power of attorney for the firm in which case a certified copy of partnership deed and current address of all the partners of the firms shall also accompany.
- iii) In case of a limited company or a PSU or a corporation, a duly authorized person holding power of attorney shall sign the Bids.

26. PARTICULARS OF ASSIGNMENTS IN HAND:

Provide information about all projects in progress, including those where the firm has received a letter of intent, but a formal contract has not yet been awarded. The list shall also include separately the Assignments in hand for the Units/ PSUs

Client:

Contact:

Address:

Sl no	Description of Work	Year	Job Value	Date of Commencement	Stipulated Date of Completion	Date of Actual Completion
(1)	(2)	(3)	(4)	(5)	(6)	(7)

27. FINANCIAL BID SUBMISSION FORM:

[Location, Date]

From :(Name of Firm)

To: (Name & Address of Client)

S N Bose National Centre for Basic Sciences
Block - JD, Sector - III,
Salt Lake, Kolkata -98

Sir/Madam:

Subject: Project Management Consultancy Service for designing of state-of-the-art fire safety solution & Precision AC System of Computer Center server rooms in the main building at S. N. Bose National Centre for Basic Sciences, Block-JD, Sector-III, Salt Lake, Kolkata-98.

We, the undersigned, offer to provide the consulting services for the above job in absolute rupees inclusive of all taxes accordance with your SEALED TENDER.

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

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

We remain.

Yours faithfully,

Signature _____
(Authorized Representative)
Full Name _____
Designation _____
Address _____

Note:

- iv) In case of proprietary firm, the Bids shall be signed by the Proprietor above his full typewritten name and the full name of his firm with his current address.
- v) In case of partnership firm, the Bids shall be signed by all the partners of the firm above their full typewritten name and current address or alternatively by a partner holding power of attorney for the firm in which case a certified copy of partnership deed and current address of all the partners of the firms shall also accompany.
- vi) In case of a limited company or a PSU or a corporation, a duly authorized person holding power of attorney shall sign the Bids.

28. FINANCE BID:

Sl no.	Name of Activity	Amount (in figures)

1. Cost of consultancy to complete the Assignment.....

2. Service Tax (In percent).....

Total cost (in figures).....

Total cost (in words).....

Note: 1. Cost of consultancy shall be inclusive of ceiling.

2. Payment will be made as per the mode of Billing and Payment.

29. Termination of Contract:

i) **By the Client**

The Client may terminate this Contract, by not less than thirty (30) days written notice, termination to the PMC, to be given after the occurrence of any of the event specified in paragraphs (a) through (d) of this clause and sixty (60) days in the case of event referred to in (e) below.

(a) if the PMC fail to remedy a failure in the performance of their obligation under the Contract within thirty (30) days of receipt after being notified or with such further period as the Client may have subsequently approved in writing.

(b) If the PMC becomes insolvent or bankrupt or enter into any agreement with their creditors for relief of debt or take advantage of any law of benefit.

(c) If the PMC submits to the Client a statement which has a material effect on rights, obligation or interests of the Client and which the Client and which the PMCs know to false.

(d) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

(e) If, as the result of Force Majeure, the PMC is unable to perform a material portion of the Services for a period of not less than sixty (60) days;

ii) **By the PMC**

The PMC may, by not less than thirty (30) days' written notice to the Client serve notice to be given after the occurrence of any of the events specified in paragraph (a) and (b) of the Clause (29) "Termination of Contract".

(a) if the Client fails to pay any money due to the PMC pursuant to this Contract and not subject to dispute within forty five(45) days after receiving written notice from the PMC that such payment is overdue.

(b) If, as a result of Force Majeure, the PMC are unable to perform a material portion of Services for a period of not less than sixty (60) days.

30. Obligations of the PMC and other Terms & Conditions:

a) Standard of Performance

The PMC shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment machinery, materials and methods. The PMC shall always act, in respect of any matter relating to this Contract to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the client legitimate interests in any dealings.

b) PMC's Action requiring Client's prior Approval

The PMC shall obtain the Client's prior approval in writing before taking any of the following action appointing such members of the Personnel merely by title but not

by name entering into subcontract for the performance of any part of the Services, it being understood

i) that the selection of the sub-PMC and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and

ii) that the PMC shall remain fully liable for the performance of the Services by the sub-PMC and its personnel pursuant to the Contract;

iii) that the Client shall have access to the premises of the sub-PMC to the extent necessary to coordinate the Services performed by the sub-PMC.

c) Documents prepared by the PMC to be the property of the Client

All plans, drawings, specifications designs, reports and other documents prepared by the PMC in performing the Services shall become and remain the property of the Client, and the PMC shall, not later than upon termination or expiration of the Contract, deliver all such documents to the Client, together with detailed inventory thereof. Client reserves the right of repetitive use of these designs, drawings, specification etc. without any financial obligation to the PMC.

The PMC shall also return, along with detailed inventory there of, all plans, drawings, specification, reports etc. made available by the Client for performing the Services, upon termination or expiration of the Contract.

Copyrights and all proprietary rights of all design, drawings, specifications, software, programme, reports, formats, manuals, documents etc. develop and prepared by the PMC for this assignment shall vest with the Client and shall not use these for any other purpose/ assignment without the written permission of the Client. Any deviation to this effect will be dealt with in accordance with law.

d) Defect Liability

a) Should any defect or inadequacy occur in the work carried out or the service performed by the PMC prior to the date of final acceptance of the work by the Client, the PMC shall be under a legal obligation to perform, at his own initiatives and free of cost without any additional liability to the Client, all such services as shall be deemed necessary to remedy such defects or inadequacy. The decision of the Engineer-in-charge regarding 'defect or inadequacy' in the work so carried out and service rendered shall be final and binding.

b) In case, despite the specific request by the Client to the PMC to rectify or remedy the defect or inadequacy so pointed out and brought to the notice of the PMC, the PMC fails and neglects to rectify the same, within the time frame given by the Client for such rectification then the Client shall be within its right to correct such defects of the inadequacy(s) rectified from a third agency at the costs and risks of the PMC. It shall be within the right of the Client to adjust/ recover such additional costs, so incurred by the Client from the payments due and payable to the PMC.

Liability of the PMC shall expire as per the time schedule.

e) Liquidated Damages

Should the work be not completed to the satisfaction of the Owner/Architects within the stipulated period, the contractor shall be bound to pay to the Owner a sum calculated as given below by way of liquidated damages and not as penalty during which the work remains uncompleted or unfinished after the expiry of the completion date.

(i) For contracts having stipulated time of completion not exceeding 6 (six) months.	The contractor should pay compensation for delay of work @ 1.5% per month of delay to be computed on per day basis which shall not exceed 10% of the tendered value of work
(ii) For contracts having stipulated time for completion exceeding 6 months but not exceeding 2 years (24 months).	0.50% of the accepted tender per week of delay subject to ceiling of 5% of the accepted contracted sum.
(iii) In case the contractor completes the work ahead of Scheduled completion of time, a bonus @ 1% (one percent) of the tendered value per month, computed as per day basis, shall be payable to the contractor, subject to a maximum limit of 5% (five percent) of the tendered value.	

f) Mode of Billing & Payment

Billing and Payments in respect of the Services shall be made as follows:

The Payment to the PMC will be made periodically in following manner as per schedule of payment agreed upon.

- (i) 10% (ten percent) of the consultancy fee shall be released after award of PMC work and after receipt of performance bank guarantee from the PMC in accordance with **Clause no. 6** of this document.
- (ii) 10% (ten percent) of the consultancy fee shall be released after award of contract to the executing agency.
- (iii) 70% (seventy percent) of the consultancy fee shall be released pro rata linked with the payment made to the various contractors on monthly/ quarterly basis.
- (iv) Balance 10% (ten percent) of the consultancy fee shall be released after completion of post completion of the services as mentioned.

The final payment under this Contract shall be made only after the final report and a final statement identified as such, shall have been submitted by the PMC and approved as satisfactory by the Engineer-in-charge. The services shall be deemed completed and finally accepted by the Engineer-in-charge and the final report and final statement shall be deemed approved by the Client as satisfactory ninety (90) days after receipt of the final report and final statement by the Client unless the Client, within such ninety day period, gives written notice to the PMC specifying in detail deficiencies in the Services, the final report or final statement. The PMC shall thereupon promptly make any necessary corrections, and upon completion of

such corrections, the foregoing process shall be repeated. Any amount which the Client has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provision of this Contract shall be reimbursed by the PMC to the Client within thirty days after receipt by the PMC of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) months after receipt by the Client of a final report and a final statement approved by the Client in accordance with the above.

g) Abandonment of Work

In case, the work is abandoned by the PMC, without good and sufficient justifications and consequent loss suffered by the Client in getting the left out job completed from other agency, the PMC shall be liable to compensate the Client adequately by paying the difference(s) in the amount of the actual Contract value awarded to the new PMC for completing the left out balance work and the amount which would have been paid to the PMC had the PMC not abandoned the work.

h) Responsibility for Data & Design

The final responsibility for the correctness, adequacy and accuracy of the design, drawings, technical specifications, tenders documents, purchase specifications, installation instructions and commissioning steps etc. furnished by the PMC, shall lie with the PMC. Moreover PMC should certify about the effectiveness of the entire system with all utilities, Services, Fire Fighting arrangements, etc.

The PMC shall ensure that all designs and services rendered by him, under this agreement, are in compliance with existing statutory regulations of bodies such as Electrical, Inspector as well as any other safety Authority. Inter -institutional coordination in the design & development of codes/ software etc. shall also be the responsibility of the PMC.

i) Liability of the PMC

Except in case of gross negligence or wilful misconduct on the part of the PMC or on the part of any person or firm acting on behalf of the PMC in carrying out the Services, the liability of the PMC for all guarantees & warranties shall be limited to 100 percent of the Contract Price.

This limitation of liability shall not affect the PMC's liability, if any, for damage to Third Parties caused by the PMC or any person or firm acting on behalf of the PMC in carrying out the Services.

In case of gross negligence or wilful misconduct on the part of the PMC or on the part of any person or firm acting on behalf of the PMC in carrying out the services, the liability of the PMC shall be 100% of the contract value for defects in the deliverables / deficiencies in the Services.

j) Project Organisation

The PMC shall ensure that at all times during the PMC's performance of the Services a well defined project set up exists at his end. This set up only will interact with the Client's personnel in providing the Services.

k) Access to Site

The Client warrants that PMC shall have, free of charge, unimpeded access to the site in respect of which access is required for the performance of the Services. The PMC will be responsible for any damage to such Sites or any property thereon resulting from such access and will indemnify the Client in respect of liability for any such damage, unless such damage is caused by the default or negligence of the Client or their personnel.

l) Excepted Matters

If the dispute or differences pertain to the undernoted matters the decision in writing of the Officer designated in and signing the contract documents shall be final, conclusive and binding on the parties.

- i) Instructions.
- ii) Transactions with Local Authorities.
- iii) Proof of quality of materials.
- iv) Assigning or underletting of the contract.
- v) Certificate as to the causes of delay on the part of the contractor and justifying extension of time.
- vi) Rectifying of defects pointed out during Defects Liability Period.
- vii) Notice to the contractor to the effect that he is not proceeding with due diligence.
- viii) Certificate that the contractor has abandoned the contract
- ix) Notice of determination of the contract by the Employer

m) Arbitration Clause

All disputes or differences of any kind whatsoever (except for excepted matters vide clause no. (l) **Excepted Matters**) which shall at any time arise between the parties hereto touching or concerning the works or the execution or maintenance thereof of this contract or the rights touching or concerning the works or the execution of maintenance thereof of this contract or the construction remaining operation or effect thereof or to the rights or liabilities of the parties or arising out of or in relation thereto whether during or after determination foreclosure or branch of the contract (other than those in respect of which the decision of any person is by the contract expressed to be final and binding) shall after written notice by either party to the contract to the other of them and to the Employer

hereinafter mentioned be referred for adjudication to a sole Arbitrator to be appointed as hereinafter provided.

For the purpose of appointing the sole Arbitrator referred to above, the Employer will send within thirty days of receipt of the notice to the contractor a panel of three names of persons who shall be presently unconnected with the organisation for which the work is executed.

The contractor shall on receipt of the names as aforesaid, select any one of the persons name to be appointed as a sole Arbitrator and communicate is name to the Employer within thirty days of receipt of the names. The Employer shall thereupon without any delay appoint the said person as the Sole Arbitrator. If the contractor fails to communicate such selection as provided above within the period specified, the Competent Authority shall make the selection and appoint the selected person as the Sole Arbitrator.

If the Employer fails to send to the contractor the panel of three names as aforesaid within the period specified, the contractor shall send to the Employer a panel of three names of persons who shall all be unconnected with either party. The Employer shall on receipt of the named as aforesaid select any one of the persons names and appoint him as the Sole Arbitrator. If the Employer fails to select the person and appoint him as the Sole Arbitrator within 30 days of receipt of the panel and inform the contractor accordingly, the contractor shall be entitled to appoint one of the persons from the panel as the Sole Arbitrator and communicate his name to the Employer.

If the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another Sole Arbitrator shall be appointed as aforesaid.

The work under the Contract shall, however, continue during the arbitration proceedings and no payment due to payable to the contractor shall be withheld on account of such proceedings.

The Arbitrator shall be deemed to have entered on the reference on the date he issued notice to both the parties fixing the date of the first hearing.

The Arbitrator may from time to time, with the consent of the parties, enlarge the time for making and publishing the award.

The Arbitrator shall give a separate award in respect of each dispute or difference referred to him. The Arbitrator shall decide each dispute in accordance with the terms of the contract and give a reasoned award. The venue of arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion.

The fees, if any of the Arbitrators shall, If required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award including the fees, if any of the Arbitrator who may direct to and by whom and in what manner, such costs or any part thereof shall be paid and may fix or settle and amount of costs to be so paid.

The award of the Arbitrator shall be final and binding on both the parties.

Subject to aforesaid the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force, shall apply to the arbitration proceeding under this clause.

The Employer and the contractor hereby also agree that arbitration under clause shall be a condition precedent to any right to action under the contract with regard to the matters hereby expressly agreed to be so referred to arbitration.

Registrar

S.N.BOSE NATIONAL CENTRE FOR BASIC SCIENCES

Abridged version of the above Tender published in the following newspapers on 4th November, 2015 issue and likely to be published in Indian Trade Journal on 11th November, 2015 issue.

- 1. Times of India: Kolkata, New Delhi, Mumbai, Chennai, Bangalore, Hyderabad & Pune editions**
- 2. The Telegraph: Kolkata**
- 3. Ananda Bazar Patrika: Kolkata**
- 4. Sanmarg (Hindi): Kolkata**